



Marketing and Brand Adaptation Request for Proposals (RFP) RFP No. E-2016-01

RFP Prepared by and Proposals to be
Provided to:

**City of Coachella
Economic Development Department
Attn: Mark Weber
1515 Sixth Street
Coachella, CA 92236**

(760) 398-3502 x 124
Email: MWeber@Coachella.org

**BY
March 29, 2016
2:00 pm**

RFP Available at Coachella.org

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CITY OF COACHELLA
Economic Development Department
REQUEST FOR PROPOSAL
1515 Sixth Street,
Coachella, CA 92236
Marketing and Brand Adaptation E-2016-01

NOTICE TO PROPOSERS

1. Public Notice is Hereby Given that the City of Coachella, as Agency invites Sealed proposals for RFP Marketing and Brand Adaptation E-2016-01 as described herein, will be received in the Economic Development Department at the City of Coachella up to the hour of **2pm, on Tuesday, March 29.**
2. Any changes to this RFP are invalid unless specifically modified by City and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the City's copy shall prevail. It is the Proposer's sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received to the proper place at the proper time.
3. Any Requests for Information will be submitted via email to MWeber@coachella.org no later than **Thursday, March 17th at 11am.** Addendum documents will be on the City of Coachella's website Coachella.org no later than **Tuesday, March 22nd at 5pm** and should be included in the RFP for the RFP to be considered.
4. Postmarks will not validate proposals which arrive after the cut off time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.
5. To assure consideration, all proposals shall be made on the RFP Forms enclosed. To facilitate the evaluation process **Three (3) copies of the proposal shall be provided as well as an electronic copy on disk or other storage media (using PDF format, with search capability, to ensure readability and compatibility).** All Proposals must be written in ink or typed. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal.
6. Proposals shall be in an envelope, clearly marked "**RFP Marketing and Brand Adaptation E-2016-1**" on the outside of the mailing envelope, and addressed to the City of Coachella, Economic Development Department. **SUBMISSIONS MUST BE SENT SO THEY ARE RECEIVED IN THE ECONOMIC DEVELOPMENT DEPARTMENT BEFORE Tuesday, March 29th at 2pm. Timely proposal submission rests solely with the sender.**

FAXED OR ELECTRONIC PROPOSALS WILL NOT BE ACCEPTED.

7. Proposals may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing

time for receipt of proposals.

8. Interviews may be held, if required, for a detailed discussion of the various elements of their proposal. Marketing and Brand Adaptation proposers selected for an interview maybe required to furnish additional information prior to or at the interview.
9. The selection will be made according to the most responsive, responsible, proposer. The award of the contract must be approved by the City Council and executed by the City Manager.
10. You may obtain copies of said RFP online from the City's website at Coachella.org

Section 1 – PROJECT INTRODUCTION AND OVERVIEW

1. GENERAL OVERVIEW

The City of Coachella is a full service City and one of the fastest growing communities in the state. Now with over 46,000 residents, the City's population double in the past 10 years and it has also seen its profile grow exponentially over the last decade with the Coachella name being recognized internationally.

A "City of Eternal Sunshine" with a small town atmosphere, it is anticipated to grow into the largest City in the Coachella Valley as it has approximately 60% of its land most available for future development. Founded in 1876 as Woodspur, renamed in 1901 and then incorporated in 1946, it includes the eastern hillsides overlooking the Coachella Valley. With a 98% Hispanic population, average family size of 4.6, and a median population of 26, it is a young, growing demographic with a homogeneous cultural base and a growing economic influence. Agricultural roots run deep, with Highway 111 passing through the City known as Grapefruit Boulevard and State Highway 86 and Interstate I-10 also running through the City.

Coachella has three tribal gaming Casinos bordering its boundaries and anticipates building on this existing entertainment hub, with several hospitality developments currently emerging, to become a resort destination in the near future.

2. PURPOSE OF REQUEST FOR PROPOSALS

The City's Economic Development Department is seeking proposals to assist in developing various marketing materials, which includes a logo tag-line and branding adaptation components. Initial efforts to research and define an overall branding effort that reflects the current community while recognizing the City's emerging regional, national and international appeal as a location for investment in tourism and hospitality business sectors. This local dynamic and community evolution makes a strong case for investment in our City. The requirements for the work are further described in Section 3 – Scope of Work and Technical Specifications.

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should your firm request additional contractual terms and conditions for consideration, such requests must be clearly identified on Exhibit D and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the City will consider such additional contractual terms and conditions as part of its evaluation process.

It is the intent of the City to receive responses to the RFP and conduct individual interviews in order to select a firm which, in the opinion of the City, is best suited to perform the work. The purpose of this RFP, therefore, is to provide the City with the information necessary in order to select this firm. Following receipt of proposals the City may, at its discretion, elect to shortlist to a select few to participate in the interview stage of the selection process.

3. PROJECT SPECIFIC DATES

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this work. Please note the following key dates when preparing your response to this RFP.

Description	Date
Release of RFP to Vendors	March 3, 2016
Deadline for Written Questions Regarding RFP	March 17, 2016 11am
Responses to Written Questions Regarding RFP	March 22, 2016 5pm
Proposal Due Date	March 29, 2016 2pm
Proposal Review and Short List	March 30, 2016
Vendor Interviews	March 31- April 4, 2016
Vendor Selection	April 4-5, 2016
Contract Approval and Approx. Start Date	April 13, 2016

4. **SELECTION CRITERIA**

The criteria for vendor selection shall be based on, but not limited to, the following:

- 1) Firm and Personnel Qualifications and Experience - Consultant/Firm shall have a minimum of five years of experience, by the references provided in Exhibit A, of having performed marketing and branding adaptation, past history and references from other agencies.
- 2) Approach and understanding of the City of Coachella's intent to utilize the Coachella name as it begins to attract tourism and hospitality related economic development.
- 3) Approach and understanding of requirements – Explain how your firm is going to address all of the requirements of the Statement of Work.
- 4) Quality of Proposal (Proposer provided all information requested in the proposal, proposal is well-organized and clear, 5 copies of the proposal were submitted, etc.)
- 5) Ability to meet proposed schedule (not exceeding 6 months from start)
- 6) Price & Payment Terms- **Exhibit C**
- 7) Exceptions Taken to RFP – **Exhibit D**

5. **EVALUATION AND SELECTION PROCESS**

- 1) Submittal Review: A committee will review and evaluate each submittal to determine if it meets the requirements. Failure to meet the requirements will be cause for eliminating the applicant from further consideration.
- 2) Selection: Based on the committee's evaluation and scoring of each applicant's qualifications, the firms will be ranked by the evaluation committee. It is anticipated that one contract will be awarded with the highest ranking firm being selected.

Section 2 – PROPOSAL REQUIREMENTS

- 1) The emphasis of the proposal should be on responding to the requirements set forth herein. In addition, proposers need to demonstrate their capabilities, background, expertise, etc. in order for the City to effectively evaluate the proposals, and award to the company that provides the best value to the City based on the selection criteria in Section 1. The Proposal should include, at a minimum, the following information:
 - a) Cover Letter
 - b) Executive Summary – to include a brief summary of the firm’s origin, background, and size of the company, an organizational chart, the overall capabilities of the organization, appropriate credentials, licenses, certifications, and proximity of company’s resources to the City’s offices and facilities.
 - c) Statement of Qualifications
 - i) Firm’s Qualifications – a description of the company’s expertise related to the services described requested and a full discussion of the company’s recent experience directly related to the discipline.
 - ii) Personnel – resumes of key people to address experience and qualifications, educational background, and skills.
 - iii) Project Schedule
 - iv) Project (approach & understanding)
 - v) References (**Exhibit A**) – list five (5) former municipal and private clients for whom comparable services have been performed within the last five years. Include the name, mailing address, and telephone number of each client’s principal representative.
 - vi) Proposer’s Business Information (**Exhibit B**)
 - vii) Price and Payment Terms (**Exhibit C**) – a schedule of rates; and percentage markup of reimbursable expenses, if any shall be included with the RFP. The rates shall be valid for the term of the contract.
 - d) Additions, Deletions and/or Exceptions (**Exhibit D**) – compliance with the City’s contractual terms and/or RFP requirements. The Proposer shall note any additions, deletions and/or exceptions to the contractual terms and/or RFP requirements. If there are no exceptions taken, note in writing that there are none.
 - e) Non-Collusion Affidavit (**Exhibit E**).
2. The City of Coachella (City) reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90-day period.
3. A purchase order or contract incorporating the terms and conditions contained herein will be mailed to the successful Proposer. Any additional terms and conditions requested by Proposer must be submitted at the time of your response as part of Exhibit D (Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process.

4. The City may make such investigations as it deems necessary to determine the ability of the Proposer to provide the goods and/or service as specified, and the Proposer shall furnish to the City, as is commercially reasonable, all such information and data for this purpose. The City may discuss or negotiate with one or more firms prior to award and reserves the right to reject any proposal.
5. Any questions as to the meaning of the scope of work and/or technical specifications or other pre-proposal documents must be submitted in writing and shall be directed to Mark Weber, Coachella Economic Development Manager at (760) 398-3502, ext. 124, mweber@coachella.org. To be given consideration, requests must be received by **Thursday, March 17th at 11am**. Any and all such interpretations and any supplemental instructions will be posted on website for viewing by all prospective Proposers not later **Tuesday, March 22nd at 5pm**. All addenda so issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other department for clarification or interpretation of any requirements herein.
6. The City reserves the right to reject any or all proposals, either separately or as a whole and to waive any informality in a proposal or to accept any proposal presented which it deems best suited to the interest of the City, and is not to be bound to accept the lowest price.
7. Should the Proposer not bid on a particular item, please enter "No Bid" next to each item not bid.
8. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.
9. At the time of the opening of proposals each Proposer shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Addenda).
10. Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.

Section 3 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Task No. 1 - Research and Foundation

This task encompasses the initial research necessary to define branding and marketing components. It is anticipated that the selected consultant will review existing branding in the region and utilize this information as well as their experience and expertise to build strategies and tactics to organically embed our messaging into the community, internally and externally, with a message that resonates regionally, nationally and internationally.

Deliverables:

- Develop both short and long term branding strategies and tactics, including a timeline.

Task No. 2 - Branding & Message Development

In this phase of the project, the selected consultant will create the messaging, the expression of brand standards, and visual elements that will effectively communicate the City's emerging identity to target audiences. Messaging should connect to the hearts and minds of our internal and external audiences and be believable, relevant and simple.

Consistency will be a key, but also flexibility that allows use by the wide variety of departments, programs and services that make up the City is important. Visual elements will include a new casual logo, graphics, colors, fonts, graphic style and elements that are adaptable for use across a variety of collateral and media applications, including social media and the City website.

Deliverables:

Style guide with visual and graphic standards, including proper logo uses:

- Casual Logo
- Logo tag-line
- Transparent logo, to use on both light and dark colored backgrounds
- 2-color logo
- Grayscale logo
- Engraved logo

Templates for common needs to include but not limited to:

- City Letterhead
- City Fact Sheet
- Marketing folder design
- PowerPoint master
- Newsletter
- E-Newsletter
- Advertising templates and concepts
- Legislative fact sheet
- Construction fact sheets

- Press Releases
- Webpage colors
- Pipeline colors
- City signage
- Education materials
- Miscellaneous templates
- Design trade show display

Task No. 3 - Strategic Brand Implementation & Community Engagement

This task will define the activities designed to effectively establish the City's new brand identity organically to internal and external audiences as well as identify ongoing strategies for communicating, maintaining and enhancing the brand's value over the first three years following the introduction. These strategies should:

- Prioritize both short and long-term strategies and tactics, including a timeline.
- Present various strategies and a variety of communication tools to roll out organically to engage the City's internal and external customer demographic audiences.
- Enable audiences to connect and interact with the City and use feedback to further build City's brand.
- Provide opportunities for top identified stakeholders and other defined target audiences to become advocates.
- To ensure effective implementation, the brand strategy should recommend methods for tracking results and measuring success with target audiences.

Deliverables:

- Brand Strategy
- Tracking & Measurement Recommendations

Task No. 4 - Final Report and Presentation

The selected consultant will deliver one (1) unbound copy, five (5) printed bound copies and one (1) electronic copy of their final report, including style guide and related graphics, to the City. Graphics designed to be used for placement in the defined template designs and other marketing materials shall be in a native electronic format commonly used by most computer software and shall not require the purchase of Adobe Photoshop or some other marketing-based software to enable such use.

Deliverables:

- Final report and electronic files
- Presentation to City's Economic Development Sub-Committee and full City Council

CONSULTANT'S RESPONSIBILITIES

At the beginning of the project the selected consultant shall meet with the City's Economic Development Manager and selected internal and external individuals to discuss the approach and method to proceed.

The consultant will meet with the City's Economic Development Manager and selected individuals to review the progress of the work, to discuss any changes in direction or needed details, and in general to ensure that work is proceeding as required.

The City's Economic Development Manager shall make available to the selected consultant any prior branding initiatives and standards, and any other studies and/or products as these elements may be helpful to the creation and implementation of the marketing and branding strategy.

Section 4 – INSURANCE REQUIREMENTS

Consultant shall not commence work under this contract until it has obtained the policies of insurance required hereunder, nor shall it allow any subcontractor to commence work until the policies of insurance required of the subcontractor have been obtained. Consultant shall verify and confirm proper coverage to the City standards of the subcontractors.

Consultant shall, during the life of this contract, notify the City in writing of any incident, either under his jurisdiction, or any of his subcontractors, giving rise to any potential Bodily Injury or Property Damage claim and resultant settlements, whether in conjunction with this or other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

The Consultant and each of its subcontractors shall take out and maintain the following policies of "occurrence form" (where applicable) type insurance, with coverage and carriers acceptable to the City, at his sole cost and expense at all times during the life of this contract, including the entire time of the Consultant's guarantee. The City may request certificates of insurance from subcontractors to verify proper coverage and additional named insured requirements. Such requests shall be responded to within a reasonable time frame (48 -72 Hrs.):

- a) **Workers' Compensation Insurance.** Consultant shall cover employees as required by Labor Code Section 3600, and Consultant shall require subcontractors similarly to provide such workers' compensation insurance for subcontractors' employees. Such policy shall contain an endorsement which waives rights of subrogation against the City as designated in the policy of Worker's Compensation Insurance. Self-insured programs or PEO programs are generally not acceptable to the City and must be approved by the City in advance.

- b) **Commercial Liability Insurance.** The Consultant shall procure and maintain Commercial

General Liability Insurance in amounts not less than the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

The policy is to be endorsed for the aggregate limit to apply to this contract. Where Excess liability insurance is used in connection with primary liability insurance, the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

- c) **Automobile Liability Insurance.** The Consultant shall procure and maintain Commercial

Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Combined Single Limit (BI/PD)
\$1,000,000 Combined Single Limit Uninsured/Underinsured Liability

Where excess liability insurance is used in connection with primary liability Insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

- d) **Professional Liability Insurance.** Consultant shall procure and maintain Professional Liability Insurance in amounts not less than the following:

\$1,000,000 Per Claim and Annual Aggregate

Each such policy of insurance shall:

1. Be produced by agent/brokers who are licensed to transact insurance business in the State of California;
2. Be issued by insurance carriers which are:
 - a. Licensed by the State of California to write business in this state; and,
 - b. Rated no less than "A-, Class VIII" or better by the A.M. Best Consultant.

Any insurance carrier which is strategically affiliated with a parent insurance Consultant or insurance group must disclose the name of the parent Consultant or group in any certificate of insurance documentation provided to the City.

Non-admitted/Surplus Lines insurance carriers (carriers not licensed in the State of California), may be acceptable to the City under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- a. Domiciled in the United States; and,
- b. Listed as an approved insurance carrier on the California Department of Insurance L.E.S.L.I. list; and,
- c. Rated do less than "A-, Class VIII" or better by the A.M. Best Consultant.

The City may disqualify any non-admitted insurer at any time without cause.

3. Name and list the City as "Additional Insured," by an endorsement executed by the insurance carrier (this requirement does not apply to Professional Liability or Workers' Compensation Insurance); Such endorsement shall be ISO form GC2010 (11/85ed) or its equivalent. Any equivalent shall include the CG 2037- completed operations in favor of the City.
4. Specify that it acts as primary insurance and that no insurance held or owned by the additional insured shall be called upon to cover a loss under said policy;
5. Not be canceled until thirty (30) days after receipt by the City of a written notice of such cancellation as evidenced by receipt of a registered letter;
6. Show evidence of renewal of an expiring policy once the insurance has been approved by the City. Prior approval must be obtained if the coverage or limits of the policy or the carrier has changed.

EXHIBIT A

REFERENCES	
Proposer shall provide a minimum of five (5) Customer References with two (2) or more years' experience with the Proposer. Local and similar size contract references are preferred.	
REFERENCE #1	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
REFERENCE #2	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
REFERENCE #3	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

EXHIBIT A**(Continued)**

REFERENCE #4	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
REFERENCE #5	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
REFERENCE #6	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

EXHIBIT B

PROPOSER'S BUSINESS INFORMATION

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business: _____

2. Length of time at current location: _____

3. List types and business license number(s): _____

4. California State Contractor's License number: _____

5. Names and titles of all officers of the firm: _____

6. Is your firm a sole proprietorship doing business under a different name?
YES ☐ or NO ☐

7. If yes, please indicate sole proprietorship name and the name you are doing
business under: _____

8. Please indicate your Federal Tax Number: _____

9. Is your firm incorporated? YES ☐ or NO ☐

10. Name and remittance address that will appear on invoices: _____

11. Physical Address: _____

EXHIBIT C

CITY OF COACHELLA RFP PRICE FORM			
Item	Description	Price	Timeframe
1		\$ _____	_____ Calendar Days to Complete
2	Payment Bond	\$ _____	
3	Performance Bond	\$ _____	

The Project shall begin approximately on Wednesday, April 13th, or not more than five days after receipt of order or notice to proceed.

Price(s) shall include **all** labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements.

The City encourages a discount for early payment and will include such offers in the evaluation criteria. If a discount is offered, terms are: _____% discount if paid in full within _____ days.

PROPOSERS: Please show **RFP number E-2016-01, date, and time** on RFP opening on the envelope containing your proposal.

The undersigned as Proposer, declares that the only persons or parties interested in this proposal is made without collusion with any person, firm or corporation. Your signature on this document, should you be awarded the contract as defined in this RFP, signifies that you have fully read and understood this proposal and will comply with all specifications, conditions, unit prices, terms, and delivery of the proposal unless otherwise noted in the "exceptions" portion of the proposal.

Name of Offeror (Firm): _____	Title: _____
Authorized Signature: _____	Date: _____
Printed/Typed Name: _____	Mailing Address: _____
Phone: () _____	City, State, Zip: _____
Fax: () _____	E-Mail Address: _____

EXHIBIT D

ADDITIONS, DELETIONS AND/OR EXCEPTIONS

Please state any and all Additions, Deletions and Exceptions that you are taking to any portion of this proposal. If not addressed below, then the City of Coachella assumes that the vendor will adhere to all terms and conditions listed.

The City will issue an Agreement in its standard form to the successful firm(s) for the services contemplated herein; a copy of which is attached hereto, and incorporated herein. Any deletion, exception, or modification taken to the City contract terms and conditions will be evaluated, in addition to the specified criteria; and may, itself, result in non-acceptance by the City. Any request for deletion, exception, or modification, if so taken, must be submitted at the time of proposal.

[illegible]

EXHIBIT E

NON-COLLUSION AFFIDAVIT

The undersigned as Proposer, declares that the only persons or parties interested in this SOQ is made without collusion with any person, firm or corporation. Your signature on this document, should you be awarded the contract as defined in this RFQ, signifies that you have fully read and understood this SOQ and will comply with all terms and conditions unless otherwise noted in the "exceptions" portion of the SOQ.

Name Of
Offeror (Firm): _____

Title: _____

Authorized
Signature: _____

Date: _____

Printed/Typed
Name: _____

Mailing
Address: _____

Phone: ()

City, State, Zip _____

Fax: () _____

E-Mail
Address: _____

EXHIBIT F
SUBMITTAL CHECK-OFF LIST

Item	Required Submittals Checklist	Check Off
1	List of Business References (Exhibit A)	
2	Proposer's Business Information (Exhibit B)	
3	RFP Price Form (Exhibit C)	
4	Additions, Deletions, and/or Exceptions (Exhibit D) itemizing each and every deviation, additional terms, or exceptions taken to the RFP.	
5	Non-Collusion Affidavit (Exhibit E)	
6		
7		
8		
9		

**ATTACHMENT A
COPY AGREEMENT**

Marketing and Brand Adaptation

As of _____, 2016, **CITY OF COACHELLA**, ("City"), and
_____, ("Consultant"), agree as follows:

RECITALS

WHEREAS, The City has accepted Consultant's proposal for providing professional consulting services for a project known as Marketing and Brand Adaptation.

WHEREAS, Consultant agrees to provide such services pursuant to this Agreement and has represented it possesses the necessary skills and qualifications to provide such services.

WHEREAS, Consultant responded to City's Request for Proposal No. E-2016-01 through a Statement of Qualifications which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the City and Consultant agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS

The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

2. SERVICES TO BE PERFORMED

Consultant shall provide labor, material, equipment and expertise required to complete the work described in Consultant's Proposal dated March _____, 2016, referenced hereto and hereby made a part of this Agreement.

If contingencies arise during the performance of this contract, which require services outside the scope of the proposal, the City may authorize, in writing, the work to be performed. Payment for such approved contingencies will be made in accordance with the standard rate schedule or as agreed upon by the parties. Additional work performed without prior authorization will not be approved for payment.

Consultant shall perform services in accordance with the terms and conditions of this Agreement, and will supply all personnel, tools, equipment and materials required to perform the assigned services. Consultant shall be solely responsible in performing the services and shall comply with local, state and federal laws.

3. TIME FOR COMPLETION

Subsequent to the execution of this Agreement, the City shall issue a Notice to Proceed to Consultant defining the agreed upon start date and expected completion date (including time necessary for final inspection, report preparation, submittal or other deliverables) which shall not exceed **three (3) months**, unless mutually agreed upon in writing by and between the City and Consultant. This Agreement shall terminate upon completion of Consultant's services covered by this Agreement.

Time extensions shall be granted Consultant, as reasonable, for delays by reason of strikes, boycotts, accidents, weather, or other circumstances that Consultant could not have reasonably expected to foresee or provide for. Such schedule may also be revised as mutually agreed upon in writing by and between the City and Consultant.

4. COMPENSATION

The City shall pay Consultant on a time and expense basis in accordance with the proposed pricing subject to a maximum payment of **«TotalSumWords11» Dollars (\$«TotalSumFigure12»)**. This amount shall not be exceeded without prior written approval by the City.

Consultant shall submit monthly invoices for services rendered under this Agreement to:

**City of Coachella
Attn: Econ. Devel. Department
1515 Sixth Street
Coachella, CA 92236**

Invoices **MUST** identify the Agreement Number E-2016-01, and Project Name, Marketing and Branding Adaptation as shown herein. Any invoice received without proper identification will be returned to Consultant. Approved invoices will be paid within thirty (30) days after receipt.

5. DATA AND SERVICES FURNISHED BY DISTRICT

The City shall provide Consultant with reasonably available information pertinent to the tasks to be performed by Consultant. Consultant shall apply reasonable caution in the interpretation and uses of City furnished data and promptly advise the City of errors.

The City will work with and assist Consultant by providing or making available the following data and services:

- Designate a person to act as the liaison of the City for work associated with this Agreement. The City contact person is Mark Weber at Extension 124.

6. PREVAILING WAGES

N/A

If this project is subject to federal funding, Consultant shall comply with the Davis-Bacon Act, as identified in the applicable Davis-Bacon Prevailing Wage. Payment of State prevailing wage rates, when higher, is required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies. Consultant shall submit U.S. Department of Labor WH-347 Davis-Bacon Certified Payroll Form, and be prepared to submit additional labor compliance forms and reports, upon request.

7. STATUS OF CONSULTANT

Consultant shall perform the services provided for herein in Consultant's own way as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under the control of the City only as to the result to be accomplished. Neither Consultant nor any of its employees or agents shall have any claim under this Agreement or otherwise against the City for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Consultant is liable for all applicable Social Security, Federal and State taxes required on payments made by the City. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Consultant or any of his respective employees or agents, the parties hereby agree that both Consultant and the City shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

8. INSURANCE

Consultant shall not commence work under this contract until it has obtained the policies of insurance required hereunder, nor shall it allow any subcontractor to commence work until the policies of insurance required of the subcontractor have been obtained. Consultant shall verify and confirm proper coverage to the City standards of the subcontractors.

Consultant shall, during the life of this contract, notify the City in writing of any incident, either under his jurisdiction, or any of his subcontractors, giving rise to any potential Bodily Injury or Property Damage claim and resultant settlements, whether in conjunction with this or other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

The Consultant and each of its subcontractors shall take out and maintain the following policies of "occurrence form" (where applicable) type insurance, with coverage and carriers acceptable to the City, at his sole cost and expense at all times during the life of this contract, including the entire time of the Consultant's guarantee. The City may request certificates of insurance from subcontractors to verify proper coverage and additional named insured requirements. Such requests shall be responded to within a reasonable time frame (48 -72 Hrs.):

- a) **Workers' Compensation Insurance.** Consultant shall cover employees as required by Labor Code Section 3600, and Consultant shall require subcontractors similarly to provide such workers' compensation insurance for subcontractors' employees. Such policy shall contain an endorsement which waives rights of subrogation against the City as designated in the policy of Worker's Compensation Insurance. Self-insured programs or PEO programs are generally not acceptable to the City and must be approved by the City in advance.

- b) **Commercial Liability Insurance.** The Consultant shall procure and maintain Commercial General Liability Insurance in amounts not less than the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

The policy is to be endorsed for the aggregate limit to apply to this contract. Where Excess liability insurance is used in connection with primary liability insurance, the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

- c) **Automobile Liability Insurance.** The Consultant shall procure and maintain Commercial Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Combined Single Limit (BI/PD)
\$1,000,000 Combined Single Limit Uninsured/Underinsured Liability

Where excess liability insurance is used in connection with primary liability Insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

- d) **Professional Liability Insurance.** Consultant shall procure and maintain Professional Liability Insurance in amounts not less than the following:

\$1,000,000 Per Claim and Annual Aggregate

Each such policy of insurance shall:

1. Be produced by agent/brokers who are licensed to transact insurance business in the State of California;
2. Be issued by insurance carriers which are:
 - a. Licensed by the State of California to write business in this state; and,
 - b. Rated no less than "A-, Class VIII" or better by the A.M. Best Consultant.

Any insurance carrier which is strategically affiliated with a parent insurance Consultant or insurance group must disclose the name of the parent Consultant or group in any certificate of insurance documentation provided to the City.

Non-admitted/Surplus Lines insurance carriers (carriers not licensed in the State of California), may be acceptable to the City under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- a. Domiciled in the United States; and,
- b. Listed as an approved insurance carrier on the California Department of Insurance L.E.S.L.I. list; and,
- c. Rated do less than "A-, Class VIII" or better by the A.M. Best Consultant.

The City may disqualify any non-admitted insurer at any time without cause.

3. Name and list the City as "Additional Insured," by an endorsement executed by the insurance carrier (this requirement does not apply to Professional Liability or Workers' Compensation Insurance); Such endorsement shall be ISO form GC2010 (11/85ed) or its equivalent. Any equivalent shall include the CG 2037- completed operations in favor of the City.
4. Specify that it acts as primary insurance and that no insurance held or owned by the additional insured shall be called upon to cover a loss under said policy;
5. Not be canceled until thirty (30) days after receipt by the City of a written notice of such cancellation as evidenced by receipt of a registered letter;
6. Show evidence of renewal of an expiring policy once the insurance has been approved by the City. Prior approval must be obtained if the coverage or limits of the policy or the carrier has changed.

9. HOLD HARMLESS AND INDEMNIFICATION

Consultant shall hold the City, its agents, officers and employees free and harmless from any and all claims, liabilities, penalties, fines or any damage to property, whether real or personal, including attorney fees and court costs arising from any act or omission to act, including any negligent act or omission to act by Consultant, its officers, agents and employees caused by, or resulting from, or claimed to have been caused by Consultant.

10. STANDARD OF CARE

Consultant's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Services shall be performed to the City's satisfaction.

11. ASSIGNMENT

The City has entered into this Agreement to receive professional services from Consultant. Consultant shall not sell, assign, or transfer Consultant's rights or obligations under this contract without The City's prior written consent, which consent may be withheld in the City's sole discretion. Consultant may make use of the part-time assistance of other experts possessing unique skills, the utilization of which will, in the opinion of Consultant, enhance the quality of service to the City.

12. SAFETY

Consultant will ensure that employees and the employees of subcontractors are notified of and observe and abide by safety regulations and laws. Consultant shall immediately notify the City of damage to property and/or injury to, or death of persons, which occurs in connection with, or is related to the project. Consultant shall furnish the City a written report of such damage or injury within three (3) working days.

13. TERMINATION

The City may terminate the Agreement, in whole or in part, with or without cause, upon seven (7) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event the City

renders such written notice to Consultant, Consultant shall be entitled to compensation for services rendered prior to the effective date of the notice and further services set forth in the notice. The City shall be entitled to reimbursement for compensation paid in excess of services rendered. Consultant waives claims for damages that might arise from the City's termination of this Agreement. Consultant shall deliver to the City and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports.

14. MISCELLEANOUS:

- (a) To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in Consultant's proposal, the terms and conditions in this Agreement shall govern.
- (b) There are no understandings or agreements except as herein expressly stated.
- (c) If a provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.
- (d) Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then litigation and collection expenses, witness fees and court costs, and attorney's fee shall be paid to the prevailing party.
- (e) As applicable, Consultant shall not be suspended or debarred pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- (f) Original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") of Consultant produced by Consultant, except documents which are required to be filed with public agencies, shall be deemed solely the property of the City. Consultant will take such steps as are necessary to perfect or protect the ownership interest of the City in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to the City all such original Work Product in Consultant's possession or control. Consultant may retain a file copy.
- (g) Consultant shall not release information or Work Product to persons or entities other than the City without the prior written consent of the City, except as otherwise required by law. Consultant shall promptly notify the City should Consultant, or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed.
- (h) This Agreement may not be amended except by a subsequent writing which is signed by the Parties.
- (i) This Agreement shall be governed by the laws of the State of California. Venue for a dispute shall be state courts located in Riverside County, California. Parties consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

- (j) All work, labor and materials shall be done and provided in strict conformity with each of the following: (i) all laws, ordinances, codes, rules, regulations and standard specifications of governmental authorities having jurisdiction over Consultant's work; and (ii) this Agreement. Consultant shall also comply, at Consultant's expense, with all requirements of inspectors of any governmental authority having jurisdiction over Consultant's work. The Consultant will be responsible for securing any and all required governmental inspections and approvals for the work completed.
- (k) If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by the City pending settlement of the dispute.
- (l) The fact that the City has made payment shall not be interpreted to imply the City has inspected, approved or accepted the work which has been performed by Consultant. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision.
- (m) No councilmember, director, officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such councilmember, director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- (n) Time shall be of the essence as to times of performance. Neither party shall be responsible for delays beyond their reasonable control.
- (o) Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- (p) This Agreement is binding upon the successors and assigns of the Parties.
- (q) Order of Precedence. In the event of any inconsistency, conflict, or ambiguity between or among the contract documents, the order of precedence, from highest precedence to lowest, shall be as follows:
- Amendments to this Agreement
 - This Agreement
 - RFP E- 2016-01 Document
 - Company Statement of Qualifications Dated _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.