



CITY OF RIO VISTA

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

for

BRANDING, MARKETING, & PLACEMAKING STRATEGY

PROPOSALS MUST BE RECEIVED AT:

**CITY OF RIO VISTA
CITY HALL
1 Main Street
Rio Vista, CA 94571**

I. INTRODUCTION

The City of Rio Vista is soliciting proposals from qualified consultants to establish a brand identity, marketing and placemaking strategy.

The results of the project will inform both individual and collective action within Rio Vista. The strategies will have a consumer focus to enhance the perception of the City, attract residents and visitors to the businesses within it resulting in economic development within the City.

II. PROJECT BACKGROUND

The City of Rio Vista (herein “City” or “Rio Vista”) is a rural community in the eastern end of Solano County, California, in the Sacramento River Delta region of Northern California. The City’s name is taken from the Spanish language, meaning “River View” for it being situated along the Sacramento River.

Project Basis

Recently, utilizing American Rescue Plan Act funds, the City completed the Rio Vista Economic Development Strategic Plan. A Strengths Weaknesses Opportunities and Threats (SWOT) Analysis was completed.

The City’s unified vision was developed from feedback received during numerous stakeholder meetings:

-The Vision-

“Rio Vista is a vibrant, unique, walkable riverfront community with ‘small town charm’ and agricultural roots.”

The Vision Statement was used to develop the following three main initiatives:

Initiative 1: Create a Vibrant Downtown and Riverfront Food and Entertainment/Arts District, whereby the Riverfront is the area that extends the full limits of Rio Vista’s riverfront from east of the Rio Vista Bridge to the City’s Army Base Property.

Initiative 2: Develop the Army Base Property owned by the City

Initiative 3: Improve Economic Conditions throughout the City

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

The selected agency will leverage the City's Economic Development Strategic Plan (Appendix A) and the Regional/Urban Design Assistance Team (R/UDAT) Report (Appendix B) as a foundation, and supplement with other data deemed necessary. These existing documents shall be utilized to develop the City's brand, marketing and placemaking strategy.

III. GENERAL EXPECTATIONS OF SERVICES

The City of Rio Vista is seeking proposals to establish a brand identity, marketing and placemaking strategy. The firm selected through this RFP will enter into a contractual agreement with the City of Rio Vista to provide professional services related to the project. The consultant shall provide all professional services necessary to complete the project as described. It is anticipated this will involve working with staff representatives as well as seeking input from stakeholders through engagement and/or advisory groups. At a minimum, this should include:

Component A: Brand identity to appeal to consumers, both residents and visitors

- Logo and tagline
- Brand Design guidelines for physical enhancements including
 - Wayfinding signage
 - Monument standards
 - Banners
 - Lighting
 - Public seating
 - Collateral system
 - Stationary system
 - Website

Component B: Marketing strategy/Placemaking Plan and Strategy

- Brand activation plan
- Identification of target audience
- Identification of needed marketing tools, campaign strategies, communication channels, key messaging
- Placemaking strategy

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

IV. SCOPE OF WORK

The Request for Proposals (RFP) is for a Branding, Marketing, and Placemaking Strategy. The RFP shall include the following components:

Component A: Brand identity to appeal to consumers, both residents and visitors

- Logo and tagline
- Brand Design guidelines for physical enhancements including
 - Wayfinding signage
 - Monument standards
 - Banners
 - Lighting
 - Public seating
 - Collateral system
 - Stationary system
 - Website
- Include two meetings with staff and two meetings with Commissions/City Council. Can be remote or in-person

Component B: Marketing strategy/Placemaking Plan and Strategy

- Brand activation plan
- Identification of target audience
- Identification of needed marketing tools, campaign strategies, communication channels, key messaging
- Placemaking strategy
- Include at least two meetings with staff and/or stakeholders. Can be remote or in-person
- Include two meetings with Commissions/City Council. Can be remote or in-person

The proposals should include no more than 20 typed pages including proposed experience, fee schedule, table of contents, any charts, graphs, and tables as needed. Resumes of Key personnel are not counted toward the 20-page limitation if inserted under a separate tab, or at the end of the proposal. A 12-point Arial font size is required for the typed portion of the proposal and sections shall be double-spaced, except smaller fonts are allowed for charts, exhibits, or tables as needed. The printed proposal shall be double-sided.

Each proposal will adhere to the following order and content of selections:

1. Proposals must be straightforward and concise.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

2. Emphasis must be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the services to be provided.
3. Proposals which appear unrealistic in terms of commitments, lack of technical competence or are indicative of a failure to comprehend this RFP may be rejected.

The following proposal sections are to be included in the Consultant's response:

Cover Letter

A cover letter, not to exceed two (2) pages in length, must summarize key elements of the proposal. An individual authorized to bind the Consultant must sign the letter. The letter must stipulate the proposal price will be valid for a period of at least one hundred eighty (180) days from the proposed due date.

The cover letter must include the address and telephone number of the Consultants' Project Managers' office located nearest to Rio Vista that will provide the project deliverables directly to the City of Rio Vista.

Background and Project Summary Section

The Background and Project Summary sections must describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work section of this RFP.

Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work section of this RFP.

The Methodology Section of the Consultant's Proposal must include:

1. An implementation plan that describes in detail: (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of external and internal stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work section.
3. A typical project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

4. Detailed description of specific tasks you will require from City staff, if any. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

Staffing

1. Provide a list of individuals(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.
2. Upon award and during the contract period, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the City for approval before they begin work. All Staff must be approved.

Qualifications

The information requested in this section must describe the qualifications of the firm, key staff and sub-consultants performing projects within the past five years in California that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. The key personnel that have participated in named projects and their specific responsibilities with respect to this scope of work.
2. Summarize the firm's demonstrated capabilities, including the length of time your firm has provided the services being requested in this Request for Proposal.
3. Provide at least three (3) separate current public agency references that have received similar services from your firm. The City of Rio Vista reserves the right to contact any of the organizations or individuals listed.
4. Qualifying Project Types.
5. California Public Agency, Primary Contact, e-mail, and telephone number.
6. Start / Finish (month and years).
7. Brief Project description (i.e., miles of street rehabilitation, construction, etc.)
8. Briefly describe change orders if any for the project and comparison of original contract and final contract amounts.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

Fee Proposal

The fee proposal must include the total not to exceed cost to provide the services identified below by component.

Component A: Brand identity to appeal to consumers, both residents and visitors

- Logo and tagline
- Brand Design guidelines for physical enhancements including
 - Wayfinding signage
 - Monument standards
 - Banners
 - Lighting
 - Public seating
 - Collateral system
 - Stationary system
 - Website
- Include two meetings with staff and two meetings with Commissions/City Council. Can be remote or in-person

Component B: Marketing strategy/Placemaking Plan and Strategy

- Brand activation plan
- Identification of target audience
- Identification of needed marketing tools, campaign strategies, communication channels, key messaging
- Placemaking strategy
- Include at least two meetings with staff and/or stakeholders. Can be remote or in-person
- Include two meetings with Commissions/City Council. Can be remote or in-person

Component C: Cost of additional meetings attended

- In person
- Remote

Content of Proposal

The proposal must be submitted using the format indicated in the proposed format guidelines.

Preparation of Proposal

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate, and reliable presentation with a staple in the left-hand corner. The proposal must be printed double-sided with recycled content paper.

Number of Proposals

Submit one (1) copy, plus one electronic copy of your proposal in sufficient detail to allow thorough evaluation and comparative analysis. All cost and fee information shall be in a separate sealed envelope.

Submission of Proposals

Complete written proposals must be submitted in sealed envelopes and received no later than **2:00 P.M. Pacific Standard Time (PST) on Thursday, April 25, 2024.**

Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted. The city will not be responsible for late proposals, no matter the postmark or other delivery services, missing the deadline.

Submit your proposals to:

<p>City of Rio Vista Attention: Jen Schultz, Assistant City Manager One Main Street Rio Vista, CA. 94571</p> <p>RE: BRANDING RFP</p>

Inquiries

Questions about this RFP must be directed in writing, via e-mail to:

Jennifer Schultz, jschultz@ci.rio-vista.ca.us by April 12, 2024 @ 8:00 am. All questions and answers will be compiled and posted on the City's website by April 18, 2024.

Conditions for Proposal Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services to prepare the RFP. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received because of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety.

All proposals will become the property of the City of Rio Vista. Proposals are subject to the Freedom of Information Act.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

The City cannot and will not be held responsible for protecting proprietary data submitted in proposals.

V. EVALUATION CRITERIA

The City of Rio Vista may use some or all the following criteria in its evaluation and comparison of proposals submitted.

The criteria listed are not necessarily an inclusive list. The order in which they appear is not intended to indicate their relative importance.

A maximum of one hundred (100) points can be earned in this part of the process

- A. Meets Minimum Qualifications** – No score assigned for this category. Consultants are expected to meet minimum qualifications. This will be a pass/fail. In the case of “fail” the proposal will not continue in the rating and will be deemed nonresponsive. Scoring “weight” for the preliminary phase will be dependent on **Categories B, C, D, and E** below)
- B. Proposal Clarity** – Use of terms and explanations throughout are understandable. Firm clearly communicates in a general sense how it plans to meet its service delivery goals as well as foster and maintain harmonious, productive, timely, responsive, and efficient working relationship with City staff.
(10 points)
- C. Background and Project Summary** – Firm understands the work to be done.
(10 points)
- D. Methodology** – Firm clearly outlines its implementation plan(s), shows effort in completing projects efficiently and accurately. **(30 points)**
- E. Qualifications and Staff** – Experience of the firm, project manager, and other key individuals assigned to the project. Experience with projects of similar scope, complexity, and magnitude for other Northern California agencies.

Experience with projects for Southern California and organizations outside California can be mentioned. Note that greater weight will be given to projects performed for Northern California agencies.
(20 points)
- F. Cost of Services by Component** – **(30 points)**

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

After the assessment as outlined above in **Categories A, B, C, D, and E**, only the top contenders will be participating in the next phase. There is a maximum of forty-five (45) points to be earned for the next phase, where the ranking will be performed using **Categories G, H, and I** noted below:

- G. Reference Check** – The City may also contact and evaluate the Consultants' and sub-consultants' references, contact any Consultant to clarify any response, contact any current users of a consultant's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process. **(10 points)**

- H. Local Preference Check** –The Consultant will earn 10-points for having a valid City of Rio Vista Business License. **(10 points)**

- I. Interview** – After written proposals have been reviewed, discussion with prospective firms may or may not be required. If scheduled, the oral interview or video / voice conference interview (at the City's discretion) will be a question / answer format for clarifying the intent of any portions of the proposal.

The individual from the firm who will be directly responsible for carrying out the contract, if awarded, must be present at the oral interview or video / voice conference interview. **(10 points)**

The final scoring criteria will be applied to the top proposers. The review will be based on the Cost Proposal/Rates of the firm. There is a maximum of fifteen (15) points to be earned for this section. **(15 points)**

A Notification of Intent to Award may be sent to the Consultant(s) selected. The award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Consultant or withdraw the RFP.

VI. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend this RFP prior to the proposal due date if needed. All amendments and additional information will be posted to the City of Rio Vista website:

<http://riovistacity.com/>

Consultants should check this web page daily for new information.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Consultant. All proposals submitted become the property of the City of Rio Vista.

Contract Discussions

The apparent successful firm will be required to sign a Professional Services contract. Prior to the award, the apparent successful firm(s) may be required to enter discussion with the City to resolve any contract differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected, and discussions will be initiated with the second highest scoring firm. See attached Professional Services Contract.

Confidentiality Requirements

Proposals are subject to the Freedom of Information Act. The city cannot protect proprietary data submitted in proposals.

Insurance Requirements

The City requires that licenses, lessees, and professional firms have an approved Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within five (5) calendar days of award of contract by the City Council, the successful Consultant(s) must furnish the City with the Certificates of Insurance proving coverage. The contract must be executed by the consultant prior to staff taking the award to Council. The tentative date for the Council is May/June 2024.

Carefully review the attached agreement and insurance requirements before responding to the Request for Proposal (RFP). The terms of the agreement, including insurance requirements, have been mandated by the City Attorney and City Council and can be modified only if extraordinary circumstances exist.

Your response to the RFP must include a stipulation indicating if you are unwilling or unable to execute the agreement as attached as well as providing the insurance requirements. The city will consider this in determining the Consultant's responsiveness to the RFP.

VII. CONSULTANT SELECTION

The City will review all proposals submitted and will rank proposals based upon the consultant's understanding of the work to be done, its experience with similar types of work, and the qualifications of its staff. Selection of the consultant will be based upon

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

the proposal ranking. Proposals should provide information in sufficient detail to allow a complete evaluation.

The contract will be negotiated and awarded to the most qualified consultant whose proposal best conforms to the RFP and is, in the opinion of the City of Rio Vista, most appropriate and advantageous to the City.

The City reserves the right to reject any and all proposals and to negotiate terms with any qualified potential consultant. While evaluation and selection of consultants will be strictly based on qualifications, the City encourages the use of Consultants who provide offices and project personnel located in Rio Vista or in adjacent communities.

SELECTION PROCESS AND SCHEDULE		
	Item	Date
1.	Release of Requests for Proposals (RFPs)	March 27, 2024
2.	Deadline for submission of RPFs	April 25, 2024, 2:00 P.M. Pacific Standard Time
3.	Selection of Consultant(s)	May 2024
4.	City Council consideration of Consultant Agreement(s)	June 2024
5.	Authorization to Proceed	5-15 working days after Council award

CITY OF RIO VISTA
REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, &
PLACEMAKING STRATEGY

Appendix A
Economic Development Strategic Plan

The Economic Development Strategic Plan can be found at the following link:
[Economic Development Strategic Plan \(EDSP\)](#)

CITY OF RIO VISTA
REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, &
PLACEMAKING STRATEGY

Appendix B
R/UDAT Report

The R/UDAT Report can be found at the following link:

[RioVistaRUDATReport.pdf \(riovistavision.com\)](http://riovistavision.com/RioVistaRUDATReport.pdf)

CITY OF RIO VISTA
REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, &
PLACEMAKING STRATEGY

APPENDIX C

CITY OF RIO VISTA
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this [REDACTED] day of [REDACTED], 202[REDACTED], by and between the CITY OF RIO VISTA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and [REDACTED] (hereinafter referred to as "CONSULTANT").

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for the CITY's personnel investigations; and

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. **DEFINITIONS.**

a. The term "City Manager" shall mean the duly appointed City Manager of the City of Rio Vista, California, or his/her designated representative.

b. The term "City Attorney" shall mean the duly appointed City Attorney of the City of Rio Vista, California, or his/her designated representative.

c. The term "City Clerk" shall mean the duly appointed City Clerk of the City of Rio Vista, California, or his/her designated representative.

3. **PROJECT COORDINATION.**

a. CITY. The City Manager shall be representative of CITY for all purposes under this Agreement. The City Manager or designee is hereby designated as the PROJECT MANAGER. The PROJECT MANAGER shall supervise the progress and execution of this Agreement.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

b. CONSULTANT. The CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. [REDACTED] is designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall immediately notify PROJECT MANAGER of the name of the new PROJECT DIRECTOR.

4. SCOPE AND PERFORMANCE OF SERVICES.

a. Services to be Furnished. Subject to such policy direction and approvals as the CITY through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by reference.

CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as attached hereto as **Exhibit B**.

b. Standard of Quality. All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT's field of expertise.

c. Compliance with Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. In the event that CONSULTANT believes that there is a conflict between existing and applicable federal, state and/or local law, codes, ordinances, regulations, orders and decrees, that would preclude CONSULTANT from complying with the requirements set forth in this paragraph, CONSULTANT shall notify CITY in writing, and meet and confer with CITY to determine an appropriate course of action. CONSULTANT represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful execution of the services it performs under this Agreement. CONSULTANT shall maintain a City of Rio Vista business license. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by the CITY. The CITY is not responsible or liable for CONSULTANT's failure to comply with any or all of the requirements contained in this paragraph.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

5. COMPENSATION.

For the full performance of the services described herein by CONSULTANT, CITY shall pay CONSULTANT \$_____ per hour for investigative services and travel time; \$0._____ cents per mile traveled; and all reasonable expenses incurred during the course of the work; provided, however, that compensation shall not exceed _____ dollars (\$_____). The method and timing of payment to CONSULTANT shall be as set forth in **Exhibit C**, incorporated herein by reference.

6. ADDITIONAL SERVICES. CONSULTANT shall not commence any work exceeding the Scope of Services without prior written authorization from CITY. CONSULTANT agrees to perform such work only if requested in writing by CITY and shall bill for such services in a separate agreement.

7. TERM. This Agreement shall be effective and shall remain in effect until terminated as provided herein.

8. SUSPENSIONS; TERMINATION; EXTENSIONS.

a. Right to Suspend or Terminate. The City Manager may suspend or terminate this Agreement for any reason by giving ten (10) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall immediately discontinue its performance under this Agreement. CONSULTANT may suspend or terminate this Agreement for any reason by giving thirty (30) days' written notice to CITY. CONSULTANT shall not discontinue its performance under this Agreement until such notice period has expired.

b. Termination for Cause. Should CONSULTANT fail within three (3) working days from receipt of CITY's written notice to correct any deficiencies related to failure to perform the Work in accordance with this Agreement including its Exhibits; failure to comply with the directions of CITY; or failure to pay its creditors, CITY may terminate this Agreement. Following a termination for default, CITY shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to CONSULTANT, who shall be liable for the full cost of CITY's corrective action, including reasonable overhead, profit, and attorneys' fees.

c. Extension of Time. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in **Section 5**.

d. Delay. The Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the City Engineer, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work thereof within the time limits fixed therein. If the Consultant refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, City may exercise the termination provisions set forth herein.

e. Excusable Delay. Excusable delays shall be delays in the controlling operation of the Consultant's work due to strikes, lockouts by others, fire, earthquake, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, epidemic or pandemic, or any other act(s) of God beyond the Consultant's control, or by delay authorized by the City, or by any cause which City shall decide to justify the delay. Except as provided below, in the event of an excusable delay, the time of completion shall be extended for such reasonable time as City may decide. The Consultant's right to an extension of time for an excusable delay is expressly subject to Consultant's giving written notice of such claim within fifteen (15) days as set forth below following the date the Consultant knew or should have known of the delay. Such notice shall include all of the following and be made in the following manner in order to be valid:

1. written documentation as to the asserted cause of the delay, including identification of parties (individuals, private entities or public entities) asserted to be responsible, with such parties' contact information and an explanation as to why such party is asserted to be causing a delay, and any written evidence of the delay asserted to be caused by such party;
2. a detailed description of mitigation efforts undertaken by the Consultant, or reasons why such mitigation efforts are not practical;
3. an estimate as to the anticipated length of delay and monetary impact caused by the delay in dollars;
4. if the asserted cause for delay involves government orders, directives or legal proceedings, a copy of all applicable orders and identification by court case number of any such legal proceeding with a general description as to why such orders or legal proceedings are asserted to be causing a delay; and

notice must be submitted in writing to the City Engineer at City Hall before 5:00 p.m. on the fifteenth (15th) day following the date the Consultant knew or should have known of the delay. Failure to give such notice shall be construed as a waiver of such right. It is understood and agreed that extensions of time shall be the Consultant's sole and exclusive remedy for excusable delays.

f. Payment. Upon such suspension or termination, CONSULTANT shall be paid for all services actually rendered to CITY to the date of such suspension or termination.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

g. Rights and Remedies. The rights and remedies of the CITY provided in this Section are in addition to any of the rights and remedies provided by the law or under this Agreement.

9. **CLAIMS**. If any dispute shall arise between CITY and CONSULTANT regarding performance of the work, or any alleged change in the work, CONSULTANT shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to CITY within ten (10) days after commencement of the disputed work. CONSULTANT's failure to give written notice within the ten (10) day period constitutes an agreement by CONSULTANT that it will receive no extra compensation for the disputed work.

10. **INSPECTION**. CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the PROJECT MANAGER'S inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its agreement as prescribed. Any materials created by CONSULTANT shall become the property of CITY upon delivery. CONSULTANT shall not be held liable for any reuse of the CITY-owned materials for purposes outside this Agreement.

11. **INDEPENDENT JUDGMENT**. Failure of CITY to agree with CONSULTANT's independent findings, conclusions or recommendations, if the same are called for in this Agreement, on the basis of differences in matters of judgment shall not be construed as a failure on the part of the CONSULTANT to meet the requirements of this Agreement.

12. **ASSIGNMENT; SUBCONSULTANTS; EMPLOYEES**.

a. Assignment. CONSULTANT shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation or interest in or to the same or any part thereof without the CITY's prior written consent. Any assignment without such approval shall be void and, at CITY's option, shall terminate this Agreement and any license or privilege granted herein.

b. Subconsultants; Employees. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT hereunder. No subconsultant of CONSULTANT will be recognized by CITY as such; rather, all subconsultants are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of the PROJECT MANAGER.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

13. INTEREST OF CONSULTANT.

a. No Conflict of Interest. CONSULTANT (including principals, associates and professional employees) covenants and represents that it presently has no investment or interest, and shall not acquire any investment or interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT's services hereunder. CONSULTANT further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

b. Independent Contractor. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subconsultants shall have no power to bind or commit the CITY to any decision or course of action, and shall not represent to any person that they have such power.

c. Financial Records. CONSULTANT shall retain all financial records, including, but not limited to, documents, reports, books, and accounting records that pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. CONSULTANT or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

14. INDEMNITY.

a. Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City.

b. The provisions of this Section shall survive termination or suspension of this Contract and no other provision of this Agreement or any attachment thereto shall reduce the indemnification obligations imposed under this Section.

15. WORKERS' COMPENSATION.

a. Covenant to Provide. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

b. Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against the CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

c. Coverage. CONSULTANT shall obtain workers' compensation insurance in the amounts and form outlined in Section 16 of this Agreement.

[KEEP ONLY FOR PROJECTS SUBJECT TO PREVAILING WAGES]

d. Prevailing Wage. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall separately sign the "Certificate of Compliance with Labor Code § 3700" which is attached hereto and incorporated herein as Exhibit D. Consultant shall also comply with the provisions of the "Labor Compliance Requirements" which are attached hereto and incorporated herein as Exhibit E.

16. INSURANCE.

e. CONSULTANT shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

f. Prior to execution of this Contract and prior to commencement of any work, the CONSULTANT shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The CONSULTANT and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by CONSULTANT and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of CONSULTANT or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of CONSULTANT.

1. Commercial General Liability Insurance.

(i) CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

(ii) Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided the City.

(iii) Coverage shall state that CONSULTANT insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(iv) Coverage shall contain a waiver of subrogation in favor of the City.

2. Business Automobile Liability. CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

3. Workers' Compensation and Employers' Liability. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. [for professional services only] Professional Liability. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

(i) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City,

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

(ii) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

(iii) Evidence of Insurance - Prior to commencement of work, the CONSULTANT shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The CONSULTANT must agree to provide complete, certified copies of all required insurance policies if requested by the City.

(iv) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

(v) Subcontractors and CONSULTANTS - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the CONSULTANT.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance obligations imposed under this Section

c. In addition to any other remedy the City may have, if CONSULTANT fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due CONSULTANT under this Contract.

d. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless CONSULTANT has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

e. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by CONSULTANT are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

17. **NOTICE.** Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

- a. By personal delivery, effective upon receipt by the addressee;
- b. By facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- c. By certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

CITY: CITY OF RIO VISTA
1 Main Street
Rio Vista, CA 94571

CONSULTANT: **[NAME AND ADDRESS]**

Either party may change its address for notices by complying with the notice procedures in this Section.

CITY OF RIO VISTA

REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

18. AGREEMENT BINDING. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subconsultants of both parties.

19. WAIVERS. The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance, or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance, or law or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

20. COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. NONDISCRIMINATION. No discrimination shall be made in the employment of any person under this Agreement on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, disability, or place of birth.

22. VENUE. Any action arising out of this Contract shall be brought in Solano County, California, regardless of where else venue may lie.

23. TIME OF ESSENCE. CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in the Scope of Services.

24. AGREEMENT CONTAINS ALL UNDERSTANDINGS. This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California and interpreted as if written by both parties.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF RIO VISTA, a municipal corporation of the State of California:

Kristina Miller, City Manager

Date: _____

CITY OF RIO VISTA
REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, & PLACEMAKING STRATEGY

ATTEST:

Pam Caronongan, AMC/City Clerk

Date: _____

APPROVED AS TO FORM:

Mona Ebrahimi, City Attorney

Date: _____

CONSULTANT:

[NAME AND POSITION]

Date: _____

Exhibit A

(Scope of Services)

CONSULTANT shall provide CITY with the following services pursuant to this Agreement:

CONSULTANT shall perform [REDACTED] services relative to [REDACTED] matter involving [REDACTED].

Such services may include: reviewing materials supplied by the City of Rio Vista relative to the specific assignment(s), conducting [REDACTED].

Payment for services rendered under this contract will be based on time spent for investigative services, at a rate of \$ [REDACTED] per hour; travel expenses, \$0. [REDACTED] per mile traveled; and all reasonable expenses incurred.

Exhibit B

(Schedule of Activities)

The schedule of activities shall adhere to the assignment schedule as described in the engagement letter prepared by CONSULTANT. The assignment will begin immediately upon execution of the agreement between CITY and CONSULTANT.

Exhibit C

(Method and Timing of Payment)

The Method and Timing of Payment shall be monthly billing based on the work performed, and as invoiced in detail by CONSULTANT to CITY.

CITY OF RIO VISTA
REQUEST FOR PROPOSAL (RFP): BRANDING, MARKETING, &
PLACEMAKING STRATEGY

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
[Title]