

CITY OF PALM SPRINGS, CA

PROCUREMENT AND CONTRACTING DEPARTMENT



**REQUEST FOR PROPOSALS 46-23
ON-CALL COMMUNICATIONS, MARKETING, AND SOCIAL MEDIA
SERVICES**

ISSUED: OCTOBER 30, 2023

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SECTION 1 – NOTICE OF REQUEST FOR PROPOSALS

1.1 Request for Proposals

The City of Palm Springs is requesting proposals from qualified firms to provide the City with Communication, Marketing, Graphic Design and Video Content Services on an on-call basis. The scope of work will consist of communications, social media and video content support, paid and organic marketing services and as needed external affairs support services.

1.2 Term

The term of this contract will be for three years, with two one-year options to renew at the City's sole discretion.

1.3 Schedule

The following is the schedule for this procurement:

Activity	Due/Time
Request for Proposals Issued	October 30, 2023
Pre-Proposal Conference	November 7, 2023 @ 10:00 am
Requests for Clarifications from Proposers are due	November 14, 2023 @ 5:00 pm
Responses to Requests for Clarification will be posted via Addendum	November 21, 2023
Proposals are Due	November 28, 2023 @ 2:00 pm PST
Interviews	December 12, 2023
Recommendation/Selection (tentative)	December 14, 2023
Projected Date for Award of Contract/ PO	January 2024

1.4 Procurement Officer and Delivery Address:

Sheikia Wilson

City of Palm Springs – Procurement and Contracting Department

City Hall

3200 E. Tahquitz Canyon Way

Palm Springs, CA 92262

Phone: 760.322.8334

Email: Sheikia.Wilson@palmspringsca.gov

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 Obtaining RFP Documents and Addenda:

RFP documents including Addenda can be found on PlanetBids at:

<https://pbsystem.planetbids.com/portal/47688/portal-home>

Proposers will then need to log in and locate this RFP for all related documents. It is the Proposers responsibility to check the PlanetBids site regularly to stay current on the documents that are available as this is the primary communication site for this RFP.

2.2 Pre-Proposal Conference:

A Pre-Proposal Conference will be held as follows:

Date: Tuesday, November 7, 2023

Time: 10:00 am PST

Location: **Virtually.** - Interested participants who wish to participate in the preproposal conference by either requesting a link to attend via email to:

Sheikia.Wilson@palmspringsca.gov or by following the directions below:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 238 367 350 036

Passcode: AWy2Kc

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

All proposers are highly encouraged to attend this conference to learn more about the requirements of this solicitation.

2.3 Proposer's Minimum Requirements:

- A. **Experience:** The Proposer must have at least three years' experience in the areas of strategic communications, marketing, graphic design, video content production and social media support services. In addition, Proposer must have experience in organic and paid digital advertising, integrated marketing and campaign strategy, execution and measurement, communication, marketing services for other municipalities or government agencies. **Proposers shall outline this experience in Section A of the proposal.**
- B. **Business License:** The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax". Proposers may obtain the license after award but must do so promptly as the license will be routed with the contract for final signature.

2.4 Submission of Proposals:

- A. Requests for Proposals will be electronically received via the online Planet Bids electronic system until **the time specified in the schedule**. The receiving time date stamp in Planet Bids will be the governing time for acceptability of Proposals. Paper

proposals, or proposals sent by any other means will not be accepted. Late proposals will not be accepted by the Planet Bids system so please allow plenty of time to submit your proposal. Failure to register as a Proposer to this RFP process per the instructions in this Request for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive or negatively impact the evaluation of a proposal. **Proposal files shall be clearly labeled per the instructions provided and submitted electronically.**

SECTION 3 – CONDITIONS GOVERNING THE PROCUREMENT

3.1 Request for Clarifications/Questions:

- A. Questions are to be submitted through PlanetBids vendor portal at the following link: <https://pbsystem.planetbids.com/portal/47688/portal-home> and then selecting the RFP.
- B. Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is as outlined in the schedule.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

3.2 Proposers Ethical Behavior:

Proposers, their representatives, agents, or anyone else acting on their behalf are specifically directed not to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. Contact with anyone other than as directed below will be cause for rejection of a proposal.

3.3 Proposals to Remain Open:

The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

3.4 Right to Accept or Reject Proposals:

The City of Palm Springs reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

3.5 Responsibility of Proposer:

All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

3.6 Insurance:

Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

3.7 Public Record:

- A. All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, pursuant to CA Government Code 6255 during the negotiation process, may be made public after the City's negotiations are completed, and staff has agendized the recommendation to the City Council for the award of a contract to a specific firm, but before final action is taken by the City Council to award the contract.

- B. Although the California Public Records Act ("CPRA") recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information submitted in a proposal is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," "Proprietary," or any other similar designation, the City will provide the party submitting such information with reasonable notice to allow the party to seek protection from disclosure by a court of competent jurisdiction.
- C. If a submitting party contends that a portion of the proposal is confidential even under the CPRA, the party: 1) must clearly label each document and/or page deemed a confidential document 2) the legal rationale supporting such contention including specific references to applicable provisions of the Public Records laws of the State 3) must actively defend against any request for disclosure of information which the party has determined should not be released, and 4) must indemnify and hold harmless the City from any loss, claim or suit, including attorneys' fees, brought by a person challenging the City's refusal to release the documents. The City will not, under any circumstances, incur any expenses, or be responsible for any damages or losses incurred by a party submitting a proposal or any other person or entity, because of the release of such information. The City will not return the original or any copies of the proposal or other information or documents submitted to the City as part of this RFP process. The City may not recognize proposals where all the information, via a blanket statement is submitted as proprietary information or a trade secret. Such proposals may be found non-responsive.

3.8 Cost Related to Proposal Preparation:

The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, or any other aspects of the entire RFP process.

3.9 Compliance with Law:

Proposer warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

3.10 Licenses, Permits, Fees and Assessments:

Proposer represents and warrants to City that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services requested in this RFP. Proposer represents and warrants to City that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the Agreement if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the Work and Services under the Agreement if so awarded. Proposer shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the Proposer's performance of the Work and Services required under the Agreement if so awarded. Proposer shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

3.11 Investigations:

The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

3.12 Non-Collusion:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal. Proposer must execute an Affidavit of Non-Collusion provided as Attachment "B" in the RFP and include it with their proposal.

3.13 Signed Proposal and Exceptions:

Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be requested under the request for clarifications/questions process by the deadline for questions. Any requested changes to the contract will be considered at that time and if changes are allowed, they will be sent out through an Addendum to all proposers. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms, or conditions, etc. may only be considered during the early stage of the solicitation process; and shall not be included in the submitted proposals. The City makes no guarantee that any exceptions will be approved but will consider any requests put forward in the request for clarification/question process.

3.14 Award of Contract:

It is the City's intent to award a contract to the firm that can provide all of the scope of work, equipment and services identified in the RFP document. However, the City reserves the right to award a contract, or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agenized for consideration. The decision of the City Council will be final.

3.15 Form of Agreement:

The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Contract Services Agreement (**see Section 8**). Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be negotiated with the selected firm and will appear in the final Contract Services Agreement executed between the parties.

We **specifically draw your attention** to the language in the sections of the sample contractual agreement attached entitled "**Conflict of Interest**" and "**Covenants Against Discrimination**" and recommend all firms carefully consider these contractual requirements prior to submitting a proposal in response to this RFP. Firms that submit a proposal in response to this RFP shall certify the following:

- A. **Conflict of Interest.** Proposer acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement, nor shall Proposer enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Proposer warrants that Proposer has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.
- B. **Covenant Against Discrimination.** In connection with its performance under this Agreement, Proposer shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a “prohibited basis”). Proposer shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City’s lawful capacity to enter this Agreement, and in executing this Agreement, Proposer certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Proposer activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Proposer is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.
- C. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, or negotiations are not successful, or the agreement is terminated, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

SECTION 4 – SCOPE OF WORK

4.1 Background:

The City of Palm Springs, with a full-time population of 48,000, is a world-famous resort destination in Southern California's Coachella Valley – and home to one of the most progressive City Council's in California.

More than ever, with the majority of residents and stakeholders relying on communications and digital platforms to get information about the operations and policy of Palm Springs local government, City initiatives and special events, marketing, it is important for the City of Palm Springs to have professional on-call communications, marketing, graphic design and video content production services. This contract will supplement the City's Communications team in the planning and execution of high-quality strategic communications and public affairs content and messaging through a variety of online channels and marketing tactics.

4.2 Scope:

The Contractor will provide a full range of communications, marketing services that include, but are limited to, the following:

The Contractor will provide a full range of communications, marketing services that include, but are not limited to, the following:

1. **Communications** – Proposer will assist City's Communications team engage the Palm Springs community by assisting with the development of communications and public affairs planning, messaging, and strategy to highlight important City policies, initiatives and city events through the development of mailers, surveys, videos and other communications and marketing tools as needed.
2. **Social Media and Video Content Support** – Proposer will provide support for the City's current social media platforms, including Facebook, Twitter, Instagram, YouTube and the Palm Springs public access television station.
 - a. Social Media Tasks include:
 - b. Strategic social media plan
 - c. Development of a content calendar
 - d. Creation and execution of social media content for all platforms (writing, graphic design, animation, video production and research services)
 - e. Dashboard metrics analysis and reporting
 - f. Ongoing engagement
3. **Paid and Organic Digital Marketing Services** – Proposer will support City programs and initiatives by producing marketing plans, strategies and video and graphic design content as needed.
 - a. Digital Marketing Services Tasks include:
 - b. Organic and paid digital strategy development
 - c. Media planning and buying
 - d. Targeting and audience development
 - e. Creating dashboards, analyzing metrics and optimization recommendations
 - f. Production of video and graphic design content to support digital marketing campaigns

- g. Monthly budget and results reports

Marketing Services Tasks include:

- a. Design print and digital ads as well as other collateral materials
- b. Create power points and content to support ongoing campaigns
- c. Copywriting and content development to be used across various platforms

- I. **As-Needed External Affairs Support Services** – Proposer will be available to provide a variety of support services for City initiatives.

- a. External Affairs Support Tasks Include
- b. Market research and public opinion polling and surveys
- c. Photographic and video production services
- d. Graphic design services

4.3 Compensation:

Work will be compensated on an hourly rate basis. Contract pricing includes all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor may request monthly payments based on the percentage of work completed for the previous month as long as a detailed progress report is provided to support the amount requested. No additional compensation will be due by the City unless the contract is modified for additional work requested by the City.

SECTION 5 – PROPOSAL FORMAT AND ORGANIZATION

5.1 Proposal Requirements:

The firm's proposal should describe the methodology to be used to accomplish the project objectives. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the described requirements.

Please note: this RFP cannot identify each specific, individual task required to implement this project successfully and completely. The City of Palm Springs relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. Proposal Format:

Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 below. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾" margins, and may be no more than a total of 25 electronic pages, including cover letters, organization charts, staff resumes, and appendices. NOTE:** Front and Back Covers, Dividers, Attachment's "A", "B", "C" "D" and "E" and Addenda acknowledgments, and the Cost/Rates Proposal (**in a separate electronic file*) do NOT count toward the limit (everything else does).

5.2 Proposal Content:

A. Proposers must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

B. Each Proposal Package must include two separate electronic files as follows:

Electronic File #1, clearly marked "Technical Proposal", shall include the following items:

Technical Proposal: The Technical Proposal (Electronic File #1) shall be clearly marked as per the instructions above and shall include the Sections A, B, C, D and E below:

Section A: Firm (including any subcontractors) Qualifications and Experience including References

- A.1 Company Overview. Please provide a description of the services that your company has provided in other cities, how long you have been in operation, and any unique features of the services you offer.
- A.2 Indicate the name of any sub-contractor firms or contractors that will be utilized to make up your team. Describe each sub-contractor's qualifications, background, and specific expertise that they bring to the Project.
- A.3 References. Include a minimum of three references on the form provided of recent customers for who your firm has provided similar services as contemplated herein and include it with the forms section of your proposal. You must include the name of a contact person, their title, and a current phone number, fax number, email address and business address along with a brief description of the scope of work and cost for each successfully completed referenced project. Indicate the name of any sub-contractor firms or contractors that will be utilized to make up your team. Describe each sub-contractor's

qualifications, background and specific expertise that they bring to the Project.

Section B: Staff, Teams (including any subcontractors) qualifications and experience

- B.1 Staffing. The proposers shall provide a description of how they plan to staff the project, including any local hires that they would need to make or local partnerships that they would need to establish to ensure successful program implementation.
- B.2. List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.
- B.3. Partners. The respondent should list any organizations they plan to partner with to implement the scope of work.

Section C: Demonstrated understanding of the overall project and requested scope of work

- C.1 Proposed Approach for Implementing the Scope of Work. Please describe how you would approach the Scope of Work for the City of Palm Springs. This would include how you would address or enhance the tasks in the Scope of Work and how you would partner with the City to implement the communication program.
- C.2 Anything else the City should consider as part of this process. Proposers should provide any insights or advice they feel may assist the City in continuing a successful communications program. This could include identification of other potential partners, key themes or messages, geographic focus, etc.
- C.3 Identify any “key” or “critical” issues that you believe may be encountered on the Project based on the firm’s prior experiences; and provide steps to be taken to ensure the issues identified do not affect the successful delivery of the Project.

Section D: Local Preference

- D.1 List all team members with local expertise. Clearly define their role in the overall project.

Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including consultant services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term “Local Business” is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis and holds a valid business license by a jurisdiction located in the Coachella Valley. “Coachella Valley” is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, “Coachella Valley” includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs.

Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The proposer will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and subconsultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A)** and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley. A non-local business that requests the preference based on employing local residents must provide proof of full-time primary residency from a jurisdiction in the Coachella Valley with the proposal. The City reserves the right to determine eligibility.

Section E: Forms: - Please include the following completed forms with your technical proposal

- a. Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- b. If applicable, your specific request for Local Preference (reference Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley.
- c. Completed Affidavit of Non-Collusion (see Attachment B)
- d. Completed No Conflict of Interest and Non-Discrimination Form (Attachment C)
- e. Completed Public Integrity Business Disclosure Form (Attachment D)
- f. Complete the Reference form (Attachment E)

Electronic File #2, clearly marked “Cost Proposal”, shall include the following:

Section F: Cost Proposal:

Proposers must use the cost proposal form provided as Attachment “G” in this RFP. The cost proposal file shall be named “RFP 46-23 Proposer Name Cost Proposal”. The Cost Proposal shall be based on a hourly rate basis that is inclusive of all costs to perform the scope of work. Failure to use the Cost Proposal form provided by the City will be cause for rejection of a proposal. Do **NOT** include Sections A-E in the Cost Proposal, Electronic File #2, Cost proposals will be evaluated by utilizing the ratio of the lowest cost provider times the number of points available for this category.

5.3 Submission of Proposal:

The two electronic files shall be uploaded to the Planet Bids vendor portal at the following link: <https://pbsystem.planetbids.com/portal/47688/portal-home> and then selecting the RFP.

All submissions must be time and date stamped by the system as being received by the deadline. Late submissions will be rejected.

Proposals not meeting the above criteria may be found to be non-responsive.

SECTION 6 – PROPOSAL EVALUATION

6.1 Evaluation of Proposals:

This solicitation has been developed in the RFP best value format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. Price alone will not be the sole determining criteria. Proposal Evaluation Criteria:

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria (100 total points possible):

Criteria	Points
Minimum Requirements	Pass/Fail
Firm's (including any subcontractors) Qualifications and experience in providing similar services as defined in the RFP, including References	25
Staff / Team's (including any subcontractors) Qualifications and experience in providing similar services as defined in the RFP	20
Demonstrated Understanding of the overall project and requested Scope of Work	35
Local Preference *	5
Cost Proposal	20
Total Points**	100

***Note:** Firms that qualify as a Local Business, or employ local sub-consultants, and submit a valid business license as more fully set forth in this RFP, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five points, may be awarded to those that qualify as a Local Business.

Prior City work - If your firm has prior experience working with the City do not assume this prior work is known to all members of the evaluation committee. All firms are evaluated on the information contained in their proposal, information obtained from references (including the city and past performance if applicable), and presentations if requested. All proposals should be prepared as if the evaluation committee members have no knowledge of the firm, their qualifications, or past projects.

****Interviews** – The City reserves the right to interview top ranking proposers. If interviews are required, the proposers invited to interview will be notified in advance and provided a format and time for the interviews. An additional 25 points will be used to score the interview based on the same criteria listed in the RFP. The 25 points will be prorated in the same proportion as the proposal scoring listed in the table above.

Best and Final Offers – The City reserves the right to ask for Best and Final Offers where costs are over budget.

6.2 Selection Process and Award of Contract:

Selection will be made by totaling the points for the proposals and using a set ratio formula to evaluate the price category, plus the interview score (if required). The proposer with the highest number of points will be recommended for award of the contract. The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Palm Springs City Council or City Manager depending on value. The selected firm will be required to comply with all insurance and license requirements of the City.

SECTION 7 – RFP FORMS

ATTACHMENT “A”- Signature Authorization Form, including Addenda acknowledgment. *Must be completed and included with Work/Technical Proposal electronic file #1.

ATTACHMENT “B” - Non-Collusion Affidavit Form. *Must be completed and included with Work/Technical Proposal electronic file #1.

ATTACHMENT “C” – No Conflict of Interest and Non-Discrimination Form. *Must be completed and included with Work/Technical Proposal electronic file #1.

ATTACHMENT “D” – Business Disclosure Form. *Must be completed and included with Work/Technical Proposal electronic file #1.

ATTACHMENT “E” – Reference Form. *Must be completed and included with Work/Technical Proposal electronic file #1.

ATTACHMENT “F” - Executive Order N-6-22 Certification *Must be completed for state funded work and included with the Technical Proposal file #1.

ATTACHMENT “G” – Cost Proposal Form. *Must be completed and included in a separate electronic file #2 – do not include this with your Work/Technical Proposal, electronic file #1.

ATTACHMENT "A"
SIGNATURE AUTHORIZATION

REQUESTS FOR PROPOSALS (RFP 46-23)

COMMUNICATIONS, MARKETING AND SOCIAL MEDIA SERVICES (ON CALL)

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

NAME OF COMPANY(PROPOSER): _____

BUSINESS ADDRESS: _____

TELEPHONE: _____ CELL PHONE _____ FAX _____

CONTACT PERSON _____ EMAIL ADDRESS _____

- A. **I hereby certify that I have the authority** to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to **bind** myself/this company in a contract should I be successful in my proposal.

PRINTED NAME AND TITLE

SIGNATURE AND DATE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

____ An individual;

____ A partnership, Partners' names: _____

____ A company;

____ A corporation If a corporation, organized in the state of: _____

2. My tax identification number is: _____

Please check below IF your firm qualifies as a Local Business as defined in the RFP:

____ A Local Business (licensed within the jurisdiction of the Coachella Valley).

Copy of current business license **is required** to be attached to this document.

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # _____ is/are hereby acknowledged.

ATTACHMENT "B"
NON-COLLUSION AFFIDAVIT
REQUESTS FOR PROPOSALS (RFP 46-23)
COMMUNICATIONS, MARKETING AND SOCIAL MEDIA SERVICES (ON CALL)

THIS FORM MUST BE COMPLETED EXECUTED BY PROPOSER AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

The undersigned, deposes and says that he or she is

_____ of _____
_____, the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

Signature: _____

Title: _____

ATTACHMENT "C"

CITY OF PALM SPRINGS, CA

CONFLICT OF INTEREST AND NON-DISCRIMINATION CERTIFICATION

REQUEST FOR PROPOSAL (RFP 46-23)

COMMUNICATIONS, MARKETING AND SOCIAL MEDIA SERVICES (ON CALL)

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

Conflict of Interest. Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement, nor shall Consultant enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (i.e., place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City's lawful capacity to enter this Agreement, and in executing this Agreement, Consultant certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Consultant activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Consultant is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

NAME OF CONSULTANT/VENDOR: _____

NAME and TITLE of Authorized Representative:

(Print) _____

Signature and Date of Authorized Representative:

(Sign) _____ (Date) _____

ATTACHMENT “D”
CITY OF PALM SPRINGS
PUBLIC INTEGRITY DISCLOSURE
(INSTRUCTIONS FOR APPLICANTS)
REQUEST FOR PROPOSAL (RFP 46-23)
COMMUNICATIONS, MARKETING AND SOCIAL MEDIA SERVICES (ON CALL)

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

Who Must File?

Applicants that are NOT a natural person or group of natural people that will be identified on the application and seek a City approval determined by a vote of City officials. Examples include corporations, limited liability companies, trusts, *etc.* that seek a City Council approval, or an approval by one of the City's board or commissions.

Why Must I File?

The City of Palm Springs Public Integrity Ordinance advances transparency in municipal government and assists public officials in avoiding conflicts of interest. The City's Public Integrity Ordinance, codified in Chapter 2.60 of the municipal code, reflects the City's interest in ensuring that companies (and other legal entities that are not natural people) doing business in the community are transparent and make disclosure as to their ownership and management, *and* further that those companies disclose the identity of any person, with an ownership interest worth two thousand dollars (\$2,000) or more, who has a material financial relationship with any elected or appointed voting City official, or with the City Manager or City Attorney.

Note: A material financial relationship is a relationship between someone who is an owner/investor in the applicant entity and a voting official (or the City Manager or City Attorney), which relationship includes any of the following:

- (1) the owner/investor and the official have done business together during the year prior to the application;
- (2) the official has earned income from the owner/investor during the year prior to the filing of the application;
- (3) the owner/investor has given the official gifts worth fifty dollars (\$50) or more during the year prior to the filing of the application; or
- (4) the official might reasonably be anticipated to gain or lose money or a thing of value, based upon the owner/investor's interest in the applicant entity, in relation to the application's outcome.

When Must I File?

You must file this form with the Office of the City Clerk at the same time when you file your application for a City approval determined by a vote of City officials, whether elected or appointed.

What Must I Disclose?

- A. The names of all natural persons who are officers, directors, members, managers, trustees, and other fiduciaries serving trusts or other types of organizations (attorneys, accountants, etc.).

Note: **(1)** only trusts or other organizations that are not the fiduciaries, **(2)** if a second entity that is not a natural person serves the applicant entity (e.g., as a member of an applicant LLC), then all officers, directors, members, managers, trustees, etc., of the second entity must be disclosed).

- B. The names of persons owning an interest with a value of two thousand dollars (\$2,000) or more who have a material financial relationship with an elected or appointed City official who will vote on the applicant's application, or with the City Manager or City Attorney.

What if I Have Questions?

PENALTIES

Falsification of information or failure to report information required to be reported may subject you to administrative action by the City.

****There are some additional supplementary instructions with an example following the form should you need further clarification.***



**PUBLIC INTEGRITY DISCLOSURE
APPLICANT DISCLOSURE FORM**

1. Name of Entity
2. Address of Entity (Principal Place of Business)
3. Local or California Address (if different than #2)
4. State where Entity is Registered with Secretary of State If other than California, is the Entity also registered in California? <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Type of Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other (please specify)
6. Officers, Directors, Members, Managers, Trustees, Other Fiduciaries (please specify) Note: If any response is not a natural person, please identify all officers, directors, members, managers and other fiduciaries for the member, manager, trust, or other entity _____ Manager <input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> [name] <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____ _____ [name] <input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____ _____ [name] <input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager

<p>[name]</p> <p>_____</p>	<p><input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner</p> <p><input type="checkbox"/> Other</p>
----------------------------	--

7. Owners/Investors with a 5% beneficial interest in the Applicant Entity or a related entity

<p>EXAMPLE</p> <p>JANE DOE</p> <p>_____</p> <p>[name of owner/investor]</p>	<p>50%, ABC COMPANY, Inc.</p> <p>_____</p> <p>[percentage of beneficial interest in entity and name of entity]</p>
<p>A.</p> <p>_____</p> <p>[name of owner/investor]</p>	<p>_____</p> <p>[percentage of beneficial interest in entity and name of entity]</p>
<p>B.</p> <p>_____</p> <p>[name of owner/investor]</p>	<p>_____</p> <p>[percentage of beneficial interest in entity and name of entity]</p>
<p>C.</p> <p>_____</p> <p>[name of owner/investor]</p>	<p>_____</p> <p>[percentage of beneficial interest in entity and name of entity]</p>
<p>D.</p> <p>_____</p> <p>[name of owner/investor]</p>	<p>_____</p> <p>[percentage of beneficial interest in entity and name of entity]</p>
<p>E.</p> <p>_____</p> <p>[name of owner/investor]</p>	<p>_____</p> <p>[percentage of beneficial interest in entity and name of entity]</p>

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

<p>Signature of Disclosing Party, Printed Name, Title</p> <p>_____</p>	<p>Date</p> <p>_____</p>
--	--------------------------

City of Palm Springs, CA.

Business Disclosure Supplementary Instructions

In an effort to ensure we capture the required business entity information in accordance with the attached instructions, we provide you these supplementary instructions to clearly identify the required information, and the format the information should be provided.

If you, as the applicant, are a business entity (i.e. a corporation or limited liability company), and it is also comprised of other business entities as its members or having a financial interest, all other such business entities must also be disclosed, including those entities other business entities, if any.

Ultimately, the City's disclosure document (attached) requires a listing identifying all natural persons having any financial interest over 5% of the business entities (and any other business entities comprising your business entity).

As an example, Applicant is: Acme Brothers, Inc., a California corporation, whose officers are: John Doe, Jill Doe, and Jay Doe, which is owned 50% by Acme Brothers, LLC, a California limited liability company, and John Doe (25% interest) and Jill Doe (25% interest). Acme Brothers, LLC, is managed by Acme Brothers 2, Inc., a California corporation, whose officers are: George Doe, Bill Doe, and Jane Doe, which is owned 100% by Acme Brothers 2, LLC, a California limited liability company, which is managed by George Doe, with George Doe and Jane Doe having 50% interest each.

The full business entity disclosure in this example would resemble the following:

1. Acme Brothers, Inc., a California corporation
 - a. Officers: John Doe, Jill Doe, and Jay Doe
 - b. Ownership:
 - i. 50% Acme Brothers, LLC, a California limited liability company
 - ii. 25% John Doe
 - iii. 25% Jill Doe
2. Acme Brothers, LLC, a California limited liability company
 - a. Managers: Acme Brothers 2, Inc., a California corporation
 - b. Ownership: 100% Acme Brothers 2, Inc., a California corporation
3. Acme Brothers 2, Inc., a California corporation
 - a. Officers: George Doe, Bill Doe, and Jane Doe
 - b. Ownership: 100% Acme Brothers 2, LLC, a California limited liability company
4. Acme Brothers 2, LLC, a California limited liability company
 - a. Managers: George Doe
 - b. Ownership:
 - i. 50%

ATTACHMENT “E”
REFERENCES
REQUESTS FOR PROPOSALS (RFP 46-23)
COMMUNICATIONS, MARKETNG AND SOCIAL MEDIA SERVICES (ON CALL)

Reference 1	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

Reference 2	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

Reference 3	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

ATTACHMENT "F"
EXECUTIVE ORDER N-6-22 CERTIFICATION
REQUESTS FOR PROPOSALS (RFP 46-23)
COMMUNICATIONS, MARKETING AND SOCIAL MEDIA SERVICES (ON CALL)

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the City of Palm Springs funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the City of Palm Springs with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Contractor. This certification is made under the laws of the State of California.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

ATTACHMENT "G"
COST PROPOSAL
REQUEST FOR PROPOSAL (RFP 46-23)
COMMUNICATIONS, MARKETING AND SOCIAL MEDIA SERVICES (ON CALL)

**THIS FORM MUST BE COMPLETED AND SUBMITTED IN SEPARATE ELECTRONIC
FILE #2 "Cost Proposal", NOT with Electronic File #1, Technical/Work Proposal*)**

ITEM	DESCRIPTION	Unit of Measure	Rate	TOTAL
1	Various Tasks as outlined in the Scope of Work	1,500	HRS	

Certified by: _____

Firm Name: _____

Signature of Authorized Person: _____

Printed Name: _____

Title: _____

Date: _____

SECTION 8 – SAMPLE AGREEMENT



SAMPLE BOILERPLATE AGREEMENT – EXHIBITS INTENTIONALLY INCOMPLETE

CONTRACT SERVICES AGREEMENT _____

TITLE

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into on _____, 20__, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and _____, a _____, ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

- A. City requires the services of a _____, for _____, ("Project").
- B. Contractor has submitted to City a proposal to provide _____, under the terms of this Agreement.
- C. Based on its experience, education, training, and reputation, Contractor is qualified and desires to provide the necessary services to City for the Project.
- D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "Services" or "Work"). Exhibit "A" includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that the Services shall be performed in a competent, professional, and satisfactory manner consistent with the level of care and skill ordinarily exercised by high quality, experienced, and well qualified members of the profession currently practicing under similar conditions. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

1.2 Compliance with Law. Contractor shall comply with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations when

performing the Services. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that it has carefully considered how the Work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the Work under this Agreement.

2. TIME FOR COMPLETION

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Neither Party shall be accountable for delays in performance caused by any condition beyond the reasonable control and without the fault or negligence of the non-performing Party. Delays shall not entitle Contractor to any additional compensation regardless of the Party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. Contractor shall be compensated and reimbursed for the services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit "A". The total amount of Compensation shall not exceed \$_____.

3.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall submit to City an invoice for Services rendered prior to the date of the invoice, no later than the first working day of such month, in the form approved by City's finance director. Payments shall be based on the hourly rates set forth in Exhibit "A" for authorized services performed. City shall pay Contractor for all expenses stated in the invoice that are approved by City and consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes. In the event any change or changes in the Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or Work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 Appropriations. This Agreement is subject to, and contingent upon, funds being appropriated by the City Council of City for each fiscal year. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All Services rendered under this Agreement shall be performed under the agreed upon schedule of performance set forth in Exhibit "A." Any time period extension must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of Services to be rendered under this Agreement may be extended because of any delays due to a Force Majeure Event if Contractor notifies the Contract Officer within ten (10) days of the commencement of the Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Contractor's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority. After Contractor notification, the Contract Officer shall investigate the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if, in the Contract Officer's judgment, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. The Contractor will not receive an adjustment to the contract price or any other compensation. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect for a period of _____ (weeks/months), commencing on _____, 202__, and ending on _____, 202__, unless extended by mutual written agreement of the Parties.

4.5 Termination Prior to Expiration of Term. City may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all Services except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer after such notice. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Work. If the termination is for cause, the City shall have the right to take whatever steps it deems necessary to correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the City's corrective action. Contractor may not terminate this Agreement except for cause, upon thirty (30) days written notice to City.

5. COORDINATION OF WORK

5.1 Representative of Contractor. The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act and make all decisions in its behalf with respect to the specified Services: _____ (name), _____ (title). It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services under this Agreement. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the Services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Contractor, its principals, and employees, were a substantial inducement for City to enter into this Agreement. Contractor shall not contract with any other individual or entity to perform any Services required under this Agreement without the City's express written approval. In addition, neither this Agreement nor any interest may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Subcontracts, if any, shall contain a provisions making them subject to all provisions stipulated in this Agreement including without limitation the insurance and indemnification requirements. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents, or employees, perform the Services required, except as otherwise specified. Contractor shall perform all required Services as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Contractor shall pay all wages, salaries, and other amounts due personnel in connection with their performance under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Contractor shall not have any authority to bind City in any manner.

5.5 Personnel. Contractor agrees to assign the following individuals to perform the services in this Agreement. Contractor shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

Name:	Title:
(to be inserted)	(to be inserted)

5.6 California Labor Code Requirements.

A. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Contractor agrees to fully comply with such

Prevailing Wage Laws. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

B. If the Services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in the attached Exhibit "B", incorporated herein by reference.

7. INDEMNIFICATION.

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, for any violation of any federal, state, or local law or ordinance or in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance of Services or this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the Indemnified Parties. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

7.2 Design Professional Services Indemnification and Reimbursement. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of the Contractor in the performance of the Services or this Agreement, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

8. RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require.

8.2 Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City. Contractor shall deliver all above-referenced documents to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials. Contractor may retain copies of such documents for Contractor's own use. Contractor shall have an unrestricted right to use the concepts embodied in such documents.

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The

terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

9.3 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either Party of any default must be in writing. No such waiver shall be a waiver of any other default concerning the same or any other provision of this Agreement.

9.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative. The exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

9.5 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.6 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

10. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. Contractor acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement, nor shall Contractor enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one (1) year thereafter. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

10.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City's lawful capacity to

enter this Agreement, and in executing this Agreement, Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Contractor is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication that either Party desires, or is required to give to the other Party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section. Either Party may change its address by notifying the other Party of the change of address in writing.

To City: City of Palm Springs
Attention: City Manager/ City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Contractor: (to be inserted)

11.2 Integrated Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

11.3 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement signed by all Parties.

11.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties.

11.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

11.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

11.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

11.8 Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

11.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.10 Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine. When funding for the services is provided, in whole or in part, by an agency controlled of the State of California, Consultant shall fully and adequately comply with California Executive Order N-6-22 ("Russian Sanctions Program"). As part of this compliance process, Consultant shall also certify compliance with the Russian Sanctions Program by completing the form located in Exhibit "C" (Russian Sanctions Certification), attached hereto and incorporated herein by reference. Consultant shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO CONTRACT SERVICES AGREEMENT

BY AND BETWEEN THE CITY OF PALM SPRINGS AND [*INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

CONTRACTOR:

By: _____
Signature

By: _____
Signature
(2nd signature required for Corporation)

Date: _____

Date: _____

CITY OF PALM SPRINGS:

APPROVED BY CITY COUNCIL:

Date: _____ Item No. _____ Agreement No. _____

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

APPROVED:

By: _____

Date: _____

City Manager – over \$50,000
Deputy/Assistant City Manager – up to \$50,000
Director – up to \$25,000
Manager – up to \$5,000

EXHIBIT “A”

SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

And

Schedule of Performance

EXHIBIT “B”

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

INSURANCE

1. **Procurement and Maintenance of Insurance.** Contractor shall procure and maintain public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall procure and maintain all insurance at its sole cost and expense, in a form and content satisfactory to the City, and submit concurrently with its execution of this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extensions. Such insurance shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

2. **Minimum Scope of Insurance.** The minimum amount of insurance required under this Agreement shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;

2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

3. Professional liability (errors and omissions) insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate is:

_____ required

☒ is not required;

4. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

3. **Primary Insurance.** For any claims related to this Agreement, Contractor's insurance coverage shall be primary with respect to the City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

4. **Errors and Omissions Coverage.** If Errors & Omissions Insurance is required, and if Contractor provides claims made professional liability insurance, Contractor shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Contractor's services under this Agreement, or (2) to maintain professional liability insurance coverage

with the same carrier in the amount required by this Agreement for at least three years after completion of Contractor's services under this Agreement. Contractor shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy.

5. Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

6. Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

A. "The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).

B. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).

C. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

D. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with

authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

7. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its elected officials, officers, employees, agents, and volunteers; or (2) Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.

8. **Severability of Interests (Separation of Insureds).** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

EXHIBIT “C”
EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor’s authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the City of Palm Springs funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the City of Palm Springs with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Contractor. This certification is made under the laws of the State of California.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____