Request for Proposals  
RFP# 21-01  
Visit Escondido

I. REQUEST FOR PROPOSAL (“RFP”) SUMMARY

The City of Escondido (“City”) desires to engage a Consultant for a one (1) year term with up to two (2) one-year renewal options to regularly update, maintain, and expand the functionality of the existing “Visit Escondido” platform (https://visitescondido.com/) and social media, which serve as a vital resource to support culture, arts, and tourism in Escondido. To that end, the City is seeking to engage the services of a qualified local Southern California professional firm (Consultant) with the following experience:

- Communications
- Marketing
- Tourism Marketing
- Updating and Maintaining a Web Based Platform
- Public Relations
- Social Media

The Consultant needs to be actively engaged in the City community and in close contact with various groups (arts, culture, dining, wineries, breweries, local events, etc.) to regularly update, maintain, and expand Visit Escondido to preserve and elevate the value of this platform to inform City visitors, businesses, and the community.

II. OBJECTIVE

The purpose of “Visit Escondido” is to serve as a clearinghouse for local events to inform visitors and the local community of the latest happenings and serve as a tool to drive tourism to the area. The City has a strong tourism base, which includes some key draws such as the Safari Park, Westfield North County for shopping, regional and national softball and soccer tournaments at local parks, organized running and cycling events, and spectacular North County open space and recreational opportunities.
III. SCOPE OF SERVICES

The Scope of Services shall include, but is not necessarily limited to, the following project tasks described below. If the Consultant feels that additional tasks are warranted, such proposed tasks must be clearly identified in the proposal. Consultants responding to this RFP shall be prepared to deliver services and perform the work necessary to provide the services upon executing the Consulting Agreement. The project consists of furnishing all labor, materials, supervision, and travel necessary to complete the tasks outlined below. The City’s standard consulting agreement for services is attached as Exhibit “1” and the City’s standard Terms and Conditions is attached as Exhibit “2” to this RFP. The City has a not-to-exceed budget of $28,000 for Core Services identified below. However, please provide itemized pricing for the Supplemental Service identified on page 3 as well. The Supplemental Service is not included in the not-to-exceed budget of $28,000. If the City were to receive additional discretionary funding in the future, then the City may be interested in pursuing the Supplemental Service at that time.

Core Services

Conduct an initial evaluation of the effectiveness of the existing Visit Escondido function including the website and social media presence and make recommendations for improvement. Work with selected City staff to establish a Visit Escondido Platform Strategy to ensure that the website is regularly updated and maintained and to refine the scope, purpose, uses and goals of the Visit Escondido platform. This task is to be conducted once per the life of the contract.

Following the City of Escondido Social Media Plan and Visit Escondido Platform Strategy:

- Evaluate Visit Escondido website content for accuracy and timeliness and update using Search Engine Optimization (SEO) best practices. Provide a monthly report of updates performed.

- Respond to all digital Visit Escondido inquiries (social media and email) from staff and the public within 24 business hours and refer any events not already on the Visit Escondido calendar to City staff.

- Create original content for and manage the Visit Escondido social media channels, which includes creating new original content at least three times per week on each platform:
  - Facebook
  - Instagram

  Overarching content may be similar, however, content should be tailored for each specific platform. For example, Cruisin’ Grand information can and should be posted on both platforms, however, the content should be edited for each audience. Posts should be created and scheduled for release a minimum of three times per week on each platform.

- Create one new blog post (of minimum 800 words) per month on the Visit Escondido website. Content to be determined in consultation with City staff.

- Prepare and send the Visit Escondido monthly newsletter highlighting the monthly blog post referenced above as well as featured events. Submit quarterly reports on data analytics to strategize on approaches for increasing readership, click through rate, and engagement.
Supplemental Service

Please provide itemized pricing for the following Supplemental Service to be considered if the City were to receive additional discretionary funding at a later date:

- Take a minimum of 10 new photos each month for the City’s stock library to be determined in consultation with City staff.

The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP which are to inform visitors and the local community of the latest happenings and drive tourism to the area.

IV. PROPOSAL SUBMISSION REQUIREMENTS

The Consultant shall be responsible for preparing an effective, clear, concise proposal. The response should emphasize services that will be relevant to the City of Escondido. Proposals must contain the following information in the following order:

A. Cover Page: One printed page. It should include the name of the proposing Consultant, the principal address where the relationship will be managed, the name, title, email address, and phone number of the primary contact for this Request for Proposal.

B. Table of Contents: One printed page, to facilitate locating information in the proposal.

C. Executive Summary: Two printed pages maximum. Provide a brief summary describing:
   a. The Consultant’s ability to perform the work requested.
   b. A history of the Consultant’s background and experience providing the services.
   c. The qualifications of the Consultant’s personnel to be assigned to this project.
   d. Proposed Subcontractors, sub-consultants, and/or suppliers and a brief history of their background and experience.
   e. Any other information called for by this Request for Proposal that the proposer deems relevant, including restating any exceptions to this RFP.

   Note: This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers. Full resumes of the personnel to be involved with the project are required as part of the Questionnaire in Section V(3)(b) of this Request for Proposal.

D. Questionnaire/Response to Scope of Services: Consultant shall provide responses and information to fully satisfy each item in the Questionnaire.

V. QUESTIONNAIRE

The following questionnaire is intended to provide detailed information for City of Escondido reviewers to evaluate as part of the selection process. Each question item should be presented before the Consultant’s response.

1) Company and General Information
   a. Consultant’s company name and address.
   b. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions in the RFP.
   c. General information about the primary contact who would be able to answer the questions about the proposal. Include name, title, telephone number and email address of the individual.
2) Qualifications and Experience of the Consulting Firm
   a. Describe your firm’s history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
   b. What is the primary business of the parent company and/or affiliates?
   c. Which office(s) of your organization will have primary responsibility for managing Visit Escondido?
   d. What is your firm’s experience managing a web based platform? Identify the platforms maintained by your firm in the last three (3) years.
   e. What is your firm’s experience managing social media for a municipal agency?
   f. Comment on other areas that may make your firm stand out from your competitors.

3) Qualifications and Experience of the Proposed Project Team
   a. Describe the qualifications of the proposed project team, position(s) in the firm, and types and amount of equivalent experience. Include any municipal agencies that members of the project team have worked with in the past three (3) years and their level of involvement.
   b. Identify and provide the resume(s) of the personnel assigned to this project.

4) Questions/Responses to Scope of Services
   a. Describe the methods by which your firm will fulfill the requirements of the Scope of Services and achieve the goals of informing visitors and the local community of the latest happenings and driving tourism to the area.
   b. Provide a statement of the service(s) that differentiate your firm from other respondents.

5) Consulting Agreement and Conflict of Interest
   a. The proposer should specifically indicate in their proposal that the Consultant can meet the City’s insurance requirements and is prepared to execute the City’s Consulting Agreement *(Exhibit “1”)*.
   b. Provide a statement disclosing any past, ongoing, or potential conflicts of interest that the proposer or any subcontractors may have as a result of performing the work.

6) Fees
   a. Provide your fees for the proposed services. Fee quotes should be detailed by service.
   b. The proposed Consulting Agreement provides the option of two one-year extensions. Please provide pricing for years 2 and 3 assuming the same Scope of Services.
   c. Describe any remaining fees not already detailed above.
   d. Present a specific “not to exceed” fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel).

7) References
   a. Provide a list of at least three municipal agencies for which the respondent has assisted with a web based platform, communications, and/or outreach.
   b. Provide the following information for the three projects that are similar in size and scope to the project requested by this proposal:
      i. Name, address, and telephone number of the agency.
      ii. Time period for the project.
      iii. Brief description of the scope of the review.
      iv. Recommended procedures.
      v. Reference contact name and telephone number.
VI. RFP EVALUATION CRITERIA

Following receipt of consultants’ RFP responses, the City shall review all responses to rate each of the submitted proposals and rank them in selection order based on the following criteria. No one factor shall necessarily prevail over the other. The City, in applying the major criteria to the proposals, may consider additional criteria beyond those listed. During the evaluation period, the team may elect to interview some or all of the proposing firms. The final selection will be the firm which, in the City’s opinion, is the most responsive and responsible, meets the City’s requirements in providing this service, and is in the City’s best interest. Proposals will be evaluated generally on the following criteria:

1) Applicant’s principal project management office located within the Southern California area.
2) Applicant’s experience, performance record, qualifications, and technical competence.
3) Applicant’s proposed service plan.
4) Demonstration of the applicant’s project management skills.
5) Applicant’s demonstration of a clear understanding of the services to be provided.
6) Applicant’s commitment and ability to complete the services in a timely manner.
7) Applicants proposed billing rates for staffing associated with project tasks.

VII. TIMING

City will make every effort to administer the proposal process in accordance with the terms and dates outlined below. However, we reserve the right to modify the proposal process and dates as deemed necessary.

<table>
<thead>
<tr>
<th>MILESTONE EVENT</th>
<th>TIME</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP published and distributed</td>
<td></td>
<td>June 24, 2020</td>
</tr>
<tr>
<td>Questions due</td>
<td>5:00 p.m.</td>
<td>July 1, 2020</td>
</tr>
<tr>
<td>Answers distributed</td>
<td>2:00 p.m.</td>
<td>July 8, 2020</td>
</tr>
<tr>
<td>Proposal submission deadline</td>
<td>5:00 p.m.</td>
<td>July 10, 2020</td>
</tr>
<tr>
<td>Proposals reviewed and evaluated by staff</td>
<td></td>
<td>July 13 – July 17, 2020</td>
</tr>
<tr>
<td>Interviews conducted</td>
<td></td>
<td>Week of July 20, 2020</td>
</tr>
<tr>
<td>Notification to finalist</td>
<td></td>
<td>July 27, 2020</td>
</tr>
<tr>
<td>Contract executed / work begins</td>
<td></td>
<td>July 31, 2020</td>
</tr>
</tbody>
</table>

VIII. CONSULTANT SELECTION

The City will identify and select the most qualified local (within Southern California) consultant(s) following committee review of all RFP responses. Interviews may be conducted to select the top scoring responding applicant. If negotiations are unable to be completed with the top scoring applicant, the City reserves the right to enter into negotiations with the second highest scoring applicant, etc. until a successful contract is negotiated.

The negotiated contract shall include City-mandated insurance coverage, finalizing the scope of work, delineating services to be provided, and minimum standards for service (See Exhibit “1” Sample Consulting Agreement). The applicant shall then be required to provide full service to the City on a date to be determined by mutual agreement between the applicant and City. The Escondido City Council reserves the right to be the sole judge of acceptability of the proposals. Selection will be based on programmatic and qualitative service measures as described in the evaluation criteria. Submitted proposals shall remain property of the City.
IX. CITY NOTICES

All applicants shall note the following:

A. All work performed for Escondido, including all documents associated with the work, shall become the City’s exclusive property.

B. The City of Escondido reserves the right to:
   1. Reject any or all RFP submittals by respondents.
   2. Request clarification of any submitted information.
   3. Waive any informalities or irregularities in any qualification statement.
   4. Not enter into any agreement.
   5. Not select any service provider.
   6. Cancel this process at any time.
   7. Amend this process at any time.
   8. Interview respondents prior to awarding a contract.
   9. Negotiate all final terms and conditions of any agreements entered into.
   10. Issue similar RFPs in the future.
   11. Request additional information during the interview.
   12. Applicants are liable for all errors or omissions contained in their RFP submittals.
   13. Applicants will not be allowed to alter submittals after the deadline for submission. Escondido reserves the right to make corrections or amendments due to clerical errors identified in submittals by the City or the applicant.
   14. Any and all costs arising from preparation of this RFP and participation in the selection process incurred by any applicant shall be borne by applicant without reimbursement by the City.
   15. Applicants assume the risk of the method of dispatch of the qualifications chosen. No responsibility is assumed for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

X. SUBMISSION REQUIREMENTS

In order to eliminate/reduce paperwork and costs applicants may submit a digital proposal to Amber Tarrac, Deputy Director of Economic Development, at atarrac@escondido.org with the subject line “Visit Escondido Proposal”. **Submissions are due no later than 5:00 p.m. on July 10, 2020.**

Proposals received after the submission deadline will not be accepted regardless of the reason for the untimely submission.

XI. GENERAL INFORMATION

A. Prohibition on Contacting City Officials or Staff

Other than set forth in the next section, no applicant shall contact, or attempt to contact, any elected or appointed official, employee, or contractor of Escondido regarding this RFP. Improper contact of a City official, employee, or contractor shall be grounds for disqualifying the applicant from responding to this RFP.

B. Questions About This RFP

Questions regarding this RFP shall be addressed to Amber Tarrac, Deputy Director of Economic Development, at atarrac@escondido.org on or before July 1, 2020. Any questions received after July 1, 2020 will be disregarded. Emails must clearly reference RFP #21-01 Visit Escondido. A summary of questions and City responses will be posted by RFP number on the City’s website at www.escondido.org by 2:00 p.m. on July 8, 2020.
C. **Escondido’s Location and Population**

Escondido is located in northern San Diego County, approximately 30 miles north of downtown San Diego and 18 miles east of the Pacific Ocean. Escondido’s corporate boundaries encompass 37.36 square miles. The community is situated in a natural valley at approximately 615 MSL and surrounded by rolling hills and rugged terrain ranging up to 4,200 MSL. Escondido is bounded on the north by the unincorporated communities of Valley Center and Hidden Meadows, on the west by the City of San Marcos, on the south by Lake Hodges and San Diego’s city limits, and on the east by unincorporated San Diego County. Interstate 15 bisects Escondido in a north-south direction, and State Route 78 transitions from freeway to surface streets east-west through the community.

Approximately 145,000 residents live in Escondido’s corporate boundaries with an additional 12,000 – 15,000 persons residing in Escondido’s surrounding unincorporated General Plan Area. The community’s median age is 32.3 with a median household size of 3.12 persons. Escondido’s ethnicity is 45% White, 45% Latino, 5% Asian, 2% Black, and the remaining 3% classified as Native American, Hawaiian/Pacific Islander and Mixed Race/Other.

D. **Escondido’s Modern History**

Escondido was founded in 1888. Origins of the City are directly traced to agricultural uses and production. Over time, Escondido has transitioned to become inland North San Diego County’s vibrant center for retail, health care and cultural facilities while maintaining a feeling of small-town living. Escondido maintains a vital historic and walk-able downtown, a variety of services, recreational amenities, and family-oriented neighborhoods. Escondido is a full-service “general law” city employing approximately 750 persons with municipal police, fire, water, sewer, cultural arts center, parks, and library services.

Several regional facilities are located in Escondido including: Palomar Hospital with 450+ patient beds and a full trauma center; Westfield North County shopping mall with 1.2 million square feet of retail space; the Escondido Auto Park (60-acre master planned development containing numerous dealerships); California Center for the Arts, a City-owned cultural facility containing a 2,500-seat performing arts center, 400-seat community theater, conference facilities, and 10,000 square foot children’s museum; and Sempra Energy’s 500-megawatt electric generating facility. Visit the City of Escondido’s website at: [www.escondido.org](http://www.escondido.org).
CITY OF ESCONDIDO

CONSULTING AGREEMENT

This Agreement is made this ________ day of _________________, 20__. 

Between: CITY OF ESCONDIDO

a Municipal Corporation

201 N. Broadway

Escondido, California 92025

Attn:_______________

760-xxxx

("CITY")

And: [Name]

[Street address]

[City, state, zipcode]

[Attn: (name of contact)]

[Insert telephone number]

("CONSULTANT")

Witness that whereas:

A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do here]; and

B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:
1. **Services.** The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.

2. **Compensation.** The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," in the sum of $_________. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. **Scope of Compensation.** The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.

4. **Duties.** CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.

5. **Personnel.** The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.

6. **Termination.** Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.

7. **City Property.** All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.

8. **Insurance.**
   a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
      (1) General liability insurance. Occurrence basis with minimum limits of $1,000,000 each occurrence, $2,000,000 General Aggregate, and $1,000,000 Products/Completed Operations Aggregate; and
      
      (2) Automobile liability insurance of $1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
      
      (3) Workers’ compensation and employer’s liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
(4) Errors and Omissions professional liability insurance with minimum coverage of $1,000,000.

b. It is the parties’ understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT __________

Waiver appropriate by CITY ______________

c. Each insurance policy required above must be acceptable to the City Attorney.

(1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

(2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

(3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.

(4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.

(5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY’s option.

9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys’ fees, for any of the following:

a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or

c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.

10. **Anti-Assignment Clause.** The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

11. **Costs and Attorney's Fees.** In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. **Independent Contractor.** CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.

13. **Merger Clause.** This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

14. **Anti-Waiver Clause.** None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.

15. **Severability.** The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

16. **Choice of Law.** This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.

17. **Multiple Copies of Agreement/Counterparts.** Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.

18. **Provisions Cumulative.** The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.

19. **Notices to Parties.** Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. **Business License.** The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.

21. **Compliance with Applicable Laws, Permits and Licenses.** CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

22. **Immigration Reform and Control Act of 1986.** CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

**CITY OF ESCONDIDO**

Date: __________________

___________________________________

Signature

___________________________________

Department or Division Head Name & Title

Date: __________________

[CONSULTANT COMPANY NAME]

___________________________________

Signature

___________________________________

Name & Title (please print)

**APPROVED AS TO FORM:**

OFFICE OF THE CITY ATTORNEY

MICHAEL R. MCGUINNESS, City Attorney

By: ______________________________

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.
EXHIBIT “2”
General Terms and Conditions

1. Public Information
   The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in the Request for Proposal, unless clearly and specifically noted in the document submitted and confirmed in contract between the City and the company selected.

2. Confidential Information
   Any information deemed confidential or proprietary should be clearly identified by the Contractor as such. It will be protected and treated with confidentiality only to the extent permitted by California State Law considering public information. Otherwise, the information shall be considered a public record.

   The City reserves the right to amend, alter, or revoke this Request for Proposal at or before the due date and time of proposal. Any modifications, clarification, or additions will be distributed via email as an addendum and will be posted on the City Website.

4. Proposal Preparation Cost
   There is no express or implied obligation for the City to reimburse responding companies for any expenses incurred in preparing proposals in response to this Request for Proposal.

5. Late Proposals
   Any required documents received after the exact due date and time will be rejected and returned to the prospective Contractor unopened.

6. Withdrawal of Proposal
   Contractors may modify or withdraw their proposal, either personally or by written request, at any time prior to the scheduled closing time of proposals. Such requests should be directed to the Purchasing Supervisor.

7. Inaccuracies or Misinterpretations
   If, in the course of the Request for Proposal process or in the administration of a resulting contract, the City determines that a Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, Contractor may be terminated from the Request for Proposal process or in the event a contract has been awarded, the contract may be immediately terminated.

8. References
   All Contractors shall provide a list of at least three (3) references for which Contractors provided similar services. References should be of comparable size and scope to the City of Escondido and preferably located in the State of California. Contractor shall list the company name, address, phone number, contact person, and any additional applicable information about the company.

9. Warranty
   All hardware equipment warranties shall not be less than one (1) year from the date of satisfactory installation for all equipment.

10. Optional Features
    Contractors may elect to provide recommendations and pricing for optional features, if deemed beneficial to the City. Pricing for optional features shall NOT be included in the minimum requirements pricing.

11. Business License
    The successful Contractor shall be required to obtain a City of Escondido Business License prior to the award of the contract.
12. Signature
All proposals shall be signed in the name of the Contractor and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.

13. Attorney Fees
In the event that the City should prevail in any litigation brought by either party, to enforce any provisions of this proposal, Contractor shall pay to the City the cost and attorney fees incurred pursuant to said litigation.

This RFP is governed by the laws of the State of California. Venue for all actions arising from this contract shall be exclusively in the state or federal courts located in San Diego County, California.

14. Right to Reject Proposal
The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain any deficiencies in their proposal, nor accept requests for justification from Contractors not selected. All proposals submitted become property of the City.

15. Right to Conduct Personal Interviews
The City reserves the right to conduct personal interviews or require oral presentations of any or all contractors prior to selection.

16. Right to Request Additional Information
The Contractor shall furnish additional information as the City may reasonably require. The City reserves the right to make investigation of the qualifications of the Contractor as it deems appropriate.

17. Right to Determine Financial Responsibility and Viability
The City reserves the right to request Contractor information pertaining to the financial stability of the Contractor sufficiently comprehensive to allow an appraisal of the Contractor’s current financial condition.

18. Understanding the Services to be Performed
By submitting a proposal, the Contractor certifies that he/she has fully read and understands the Request for Proposal and has full knowledge of the scope, nature, quantity, and quality of service to be performed. Contractor understands that he/she will enter into a written contract and furnish the item(s) or complete the work in the time specified, and strictly confirm to the City of Escondido specifications.

19. Award of Contract
Proposals will be analyzed and the award made to the responsible Contractor whose proposal conforms to the solicitation and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in the request for proposal. If the successful Contractor does not execute a contract with the City within forty-five (45) days after notification of award, the City may give notice to the successful Contractor of the City's intent to select from the remaining Contractors or to call for new proposals, whichever the City deems appropriate.

20. Service Contract Term
The City is requesting a one (1) year term service agreement, to begin approximately July 31, 2020 through July 30, 2021. The City has the option to renew the agreement on an annual basis for two (2) additional one-year terms.

City's funding of this Agreement shall be on a fiscal year basis and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement are contingent upon appropriation of funds.
21. Contract Pricing
The prices provided in the response to the Request for Proposal shall remain firm for one hundred and eighty (180) days. In the event of a conflict between the Contractor's unit price and extended price, the unit price will prevail. All orders issued against this proposal shall be delivered and invoiced at the fixed cost or less due to decrease in the market for the term of this contract.

All Proposal pricing shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight, delivery and set-up charges.

Proposal pricing shall include all applicable federal, state and local sales taxes.

22. City Provisions to Prevail
The City's standard General Terms and Conditions shall govern any contract award. Any standard terms and conditions of the Contractor shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

23. Termination for Default
   a) The City may, by written notice of default to the successful Contractor (subject to the provisions of paragraph (c) below) terminate the whole or any part of this contract in any one of the two following circumstances:
      1) If the successful Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
      2) If the successful Contractor fails to perform any of the other provisions of this contract or so fails to make progress to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) business days after receipt of notice from the Purchasing Supervisor specifying such failure.
   b) In the event the City terminates this contract in whole or in part, as in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated and the Contractor shall be liable to the City for any excess costs for such similar supplies or services provided that the successful Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
   c) The successful Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the successful Contractor.
   d) If after notice of termination of this contract under the provisions of this clause is determined by any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the Contractor shall be the same as if notice of termination for convenience had been issued pursuant to such clause.
   e) The City reserves the right to terminate for convenience, and cancel the contract at any time with thirty (30) days prior written notice of its intent to terminate. This termination does not include any leases that are in place at the time of cancellation.

24. Assignment of Contract
The successful Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the consent of the City and of his sureties, if any. All payments made pursuant to this contract shall only be made payable to successful Contractor.
25. **Independent Contractor**
   The successful Contractor shall be an independent Contractor while engaged in carrying out the terms and conditions of the purchase order and will NOT be considered an officer or agent of the City. The successful Contractor shall maintain adequate insurance to protect his interest during term of the contract.

26. **Equal Employment Opportunity**
   THE SUCCESSFUL CONTRACTORS SHALL COMPLY WITH ALL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS of federal, state and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the Contractor and be in effect during the performance of the contract.

27. **Public Services Agreement**
   Contractor's submitting a proposal shall be prepared to use the City’s standard contract from rather than its own contract form, a Sample Public Services Agreement is attached. The City will provide two (2) complete sets of the Public Services Agreement to the successful Contractor. Both sets shall be executed and returned to the City of Escondido. Services may not commence until the Public Service Agreement is executed.

28. **Royalties, Licenses and Patents**
   Unless otherwise specified, the successful Contractor shall pay all royalties, license and patent fees. The successful Contractor warrants the materials to be supplied do not infringe any patent, trademark or copyright. The successful Contractor agrees to defend any and all suits, actions and claims for infringement that are brought against the City and to indemnify and hold harmless the City from all loss or damages whether general, exemplary or punitive, as a result of any claims against the City pursuant to the terms of this contract.

29. **Contractor’s Invoices**
   Invoices shall be prepared and submitted in duplicate to: City of Escondido, Accounts Payable, 201 N. Broadway, Escondido, CA 92025. Separate invoices are required for each purchase order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City’s behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

30. **Payment Terms**
   The City’s payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any goods or services. Contractor shall be paid monthly for work performed satisfactorily under this contract.

31. **Public Agency Clause**
   It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City of Escondido shall incur no financial responsibility for their order placement and payments to the Contractor. This option shall not be considered in proposal evaluation. State whether said option is granted:

   ___________________________________________  ___________________________________________
   YES                                          NO