



City of Lathrop

Request for Proposal (RFP) for Professional Services: Graphic Artist

RESPONSE submittal deadline: September 25th, 2024, 2:00 p.m.

Bids may be delivered by express mail, regular mail, or in person at the office of:

**Todd Sebastian
Director of Parks and Recreation
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
(209) 941-7360**

1. INTRODUCTION

The City of Lathrop is seeking a Graphic Artist to assist in the creation of City Publications. The required services and performance conditions are described in the Scope of Services (Attachment A).

2. ATTACHMENTS

The attachments below are included with this Request for Proposal (RFP) for your review and submittal:

Attachment A Scope of Services

Attachment B Proposer's Information Form

Attachment C Sample Agreement for Professional Services

3. INSTRUCTIONS TO PROPOSERS

Please submit a response to this RFP containing a summary of your firm's qualifications, describe approach used how to choose the right colors, fonts, and graphics to convey messages to audiences, using graphic design theory, practices, tools, and skills to develop portfolios of work, provide a statement of your approach to the work, including timeline and completion date, applicable hourly rates, total estimated project costs per month, scope of services, and Attachment B. These elements will be evaluated by City staff in its selection process.

4. SUBMISSION OF BIDS

Proposals must be received no later than 2:00 p.m. on September 25, 2024. Proposals may be delivered by express mail, regular mail, or in person to:

City of Lathrop
ATTN: Todd Sebastian
Director of Parks and Recreation
390 Towne Centre Drive
Lathrop, CA 95330
(209) 941-7389

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5. INFORMATION TO BE SUBMITTED

Proposers shall provide the following information:

- Summary of qualifications
- Statement of approach
- Rate and fee schedule
- Total project costs

6. INSURANCE REQUIREMENTS

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, the insurance requirements outlined in Attachment C.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the City of Lathrop as to form and content. The selected Proposer agrees to provide the City with a copy of required policies, certificates and/or endorsements upon award of contract.

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**ATTACHMENT A
SCOPE OF SERVICES**

The City of Lathrop is seeking bids from qualified professionals to provide Graphic Artist services for the City of Lathrop. This will include your proposal to:

- Work closely with City of Lathrop (CITY) staff members in the creation of a brand identity, including brand standards and style guidelines.
- Work closely with CITY staff members in the creation of three full color Activity Guides per-year (Winter, Summer and Fall).
- Work closely with CITY staff members in the creation of four full color, community newsletters per-year (Spring, Summer, Fall and Winter).
- Work closely with CITY staff members in the creation of one full color, community profile per-year (May-June).
- Work closely with CITY staff members in the creation of annual special event display calendar.
- Work closely with CITY staff members on the creation of two ad designs for publications.
- Work closely with CITY staff members in the creation of additional marketing products or distributions, including photo retouching, marketing collateral and consultation.
- Possible additional publications may be requested in addition to the above. Proposer will provide services at an hourly rate at the same rate as above.
- Work closely with CITY staff members in the creation and design of military banners for streetlights.

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ATTACHMENT B
PROPOSER'S INFORMATION FORM

Company Name	_____
Address	_____
Telephone	_____
Email	_____
Contact Person	_____
Title	_____
Telephone Number	_____
Email	_____

Company

_____	_____	_____
Print Name	Signature	Date

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ATTACHMENT C
SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated this ____ day of _____, 20__, is by and between **(Consultant)** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Graphic Artist/Digital Media Services, which are required by this Agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Graphic Artist Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

- (1) **Scope of Service:** CONSULTANT agrees to perform Graphic Artist Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.
- (2) **Compensation:** CITY hereby agrees to pay CONSULTANT a sum not to exceed **(AMOUNT)**, for the **(GRAPHIC ARTIST)** Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.
- (3) **Effective Date and Term.** The effective date of this Agreement is _____, **2024** through **June 30, 2025**. Unless written notice is issued by either party at least 30 days prior, this agreement shall extend automatically on July 1, 2025, and July 1, 2026, each for

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a 1-year period at the same annual cost and same scope of services. The parties agree the City may unilaterally extend this agreement at the same annual cost and same scope of services, for up to three additional one-year periods, not to exceed beyond June 30, 2030.

- (4) **Independent Contractor Status:** It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.
- (5) **Billing:** CONSULTANT'S bills shall include a list of all tasks, the total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.
- (6) **Advice and Status Reporting:** CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.
- (7) **Assignment of Personnel:** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **(REPRESENTATIVE)**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

- (8) **Assignment and Subcontracting:** It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the

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performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

- (9) **Insurance:** On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.
- (a) **Workers' Compensation.** Unless CONSULTANT has no direct or indirect employees performing services under this agreement, CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) **Automobile Liability Insurance.** CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain automobile liability insurance for the period covered by this Agreement in an amount not less than \$250,000 per occurrence, for any vehicle used to perform work contemplated by this Agreement.
- (c) **Deductibles and Self-Insured Retentions:** CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related

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investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - ii. Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - iii. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

- (10) **Indemnification - CONSULTANT'S Responsibility:** As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- (11) **Licenses:** If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.
- (12) **Business Licenses:** CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.
- (13) **Termination:** Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.
- (14) **Funding:** CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

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- (15) **Notices:** All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

TO CITY:

City of Lathrop
ATTN: Parks and Recreation Director
390 Towne Centre Drive
Lathrop, California 93550

TO CONSULTANT:

Consultant
Address
Phone
Fax

(16) **Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

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- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

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- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (17) **Notice to Proceed:** Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.
- (18) Signatures: The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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Approved As to Form:
City of Lathrop, City Attorney

Salvador Navarrete

Date

Recommended for Approval:
City of Lathrop, Director of Parks and Recreation

Todd Sebastian

Date

Approved By:
City of Lathrop, City Manager

Stephen J. Salvatore

Date

Accepted By:
Consultant

Consultant

Date

Taxpayer Identification Number

City of Lathrop
Business License Number