



**CITY OF MILLBRAE**

**REQUEST FOR PROPOSALS**

**STRATEGIC COMMUNICATIONS SUPPORT**

**Response due by 4:00 PM, Tuesday, October 2, 2018**

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## GENERAL INFORMATION:

The City of Millbrae (“City”) is seeking proposals from qualified consultants to provide strategic communications support to the City.

Any and all changes in the RFP will be made by written addendum, which shall be issued by the City and posted to the City’s website as noted under DEADLINE FOR WRITTEN QUESTIONS, it is the responsibility of consultants to carefully review this RFP and any addenda including checking the City website regularly.

The bidder, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is the City’s intent to choose only a small number of most qualified consulting teams to interview with the City, the City reserves the right to choose any number of qualified finalists.

The selected consultant shall be required to enter into the City’s standard Agreement for Professional Services (**Attachment 1**) and include in the Proposal a signed copy of the Standard Agreement Acknowledgement (**Attachment 2**). All bidders that respond to the RFP shall assume that the execution of this agreement, **without changes**, will be a required condition unless proposed modifications are requested at the time of submittal of the proposal and then accepted by the City in a final agreement.

The City of Millbrae is an Equal Opportunity Employer. Firms participating in the selection process must comply with all applicable laws.

## BACKGROUND:

Incorporated in 1948, the City of Millbrae is located adjacent to the San Francisco International Airport and is 15 miles south of the City of San Francisco, in the heart of San Mateo County. The City encompasses 3.3 square miles and serves a largely residential population of approximately 23,200.

The City’s total expense budget for the 2018 – 2019 fiscal year is \$85.1 Million with nearly \$25 million allocated to capital and special projects. City services include: administration, community development, recreation, police, fire, and public works. The City of Millbrae is a full service city providing water, wastewater collection and treatment, storm water collection and other typical municipal services to its residents. The City has a network of over 58 center line miles of street network, approximately 1,400 street lights, five traffic signals, approximately 55 miles of sanitary sewer collection network, approximately 75 miles of water distribution piping, over 21 miles of storm drainage collection system, 12 parks and over 68 acres of open space.

## PURPOSE:

The objective of this project is to hire a qualified and experienced consultant for strategic communications support. The consultant will be responsible for writing news stories for the City website and maintaining the City social media pages on Facebook, Twitter and Next Door. The consultant will also handle press releases, attend two regular City Council meetings every

month, provide bi-monthly updates for the City Manager, prepare talking points for City Councilmembers and respond to requests from the media. The Communications Consultant will report directly to the City Clerk but will provide support to all City departments and the City Council and work with Public Information Officer's from other agencies such as the San Mateo County Sheriff's Office and Central County Fire.

<b>SCOPE OF SERVICES:</b>
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**General Requirements**

All awarded consultants are expected to comply with the following:

- Consultant shall agree to and comply with all terms of the City Standard Agreement for Professional Services. Consultants who do not agree with all terms shall follow the directions noted in the section titled PROCESS FOR RESPONSE.
- The consultant and their sub consultants must hold or obtain business licenses in the City for any work within City limits.
- Awarded consultant shall be responsible for overall management of cost and project schedule including providing sufficient notice to the City for scheduling of resource needs.
- Awarded consultant shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among consultant, the City, and other involved agencies and organizations.
- Awarded consultant shall provide regular progress reports, in a format acceptable to the City. Such progress reports may include:
  - Accomplishments during the reporting period, issues encountered or anticipated, and activities scheduled for the next period. Such report shall clearly indicate any City resource needs in the near and far term to assure project schedule is maintained.
  - Where special projects are included in the scope, Consultant shall provide comparison of Actual Costs to Budget including percentage used and percent of project complete. Such report shall clearly indicate any risk to the project budget, such as identifying any disparities in schedule completion and expenditures to date compared to budgeted amounts anticipated to have been spent for equal percent of project completion.
  - In addition to regular progress reports, Consultant shall also be responsible for immediately contacting and communicating with City staff regarding any unanticipated problems, issues and/or changes encountered which would negatively affect the City or City communications.
- Consultant shall maintain accurate records of all correspondence, work papers, and other relative evidence for a period of five years.

**STRATEGIC COMMUNICATIONS SUPPORT**

The City is in need of a qualified consultant to provide the services listed below:

- Weekly strategy discussions with the designated City contact
- Prepare City Manager’s bi-monthly update which is a report presented by the City Manager at City Council meetings during the Agenda Overview section of the meeting
- Attend two regular City Council meetings every month. Meetings are on the second and fourth Tuesday of the month at 7 pm in the Millbrae Council Chambers.
- Write City Council recap report which is posted on the City website after each meeting
- Read and review City Council agendas
- Monitor local publication and online alerts including newspapers and digital media stories where the City of Millbrae is mentioned
- Be on site to meet with staff two days every month. (This can be on City Council meeting days.)
- Draft and distribute weekly news releases on updates, issues and events including posting and e-notifying from the City website
- Respond to media inquiries
- Cooperate with other leaders and communication staff in sister agencies and organizations that serve Millbrae residents (utility agencies, school district, community service groups, etc.) when needed
- Manage and monitor the City’s Facebook, Twitter and Next Door pages with a minimum of 5 weekly posts to each
- Assist City Manager and Councilmembers with talking points for special events such as the State of the City, ribbon cutting events, Employee Service Appreciation lunches, etc.
- Prepare and distribute press releases as needed

The City estimates that this work should take 20 hours a week.

**PRELIMINARY SCHEDULE:**

The following is a preliminary schedule for the project.

Distribution of RFP	Tuesday, September 4, 2018
Deadline to Submit Written Questions	Tuesday, September 18, 2018 at 4:00 PM
Deadline to submit proposals	Tuesday, October 2, 2018 at 4:00 PM
City interview/oral presentations with final candidates (if necessary)	Week of October 8, 2018
Negotiations with top ranked consultant(s)	Week of October 8, 2018
Recommendation presented to the City Council	Tuesday, October 23, 2018
Project to commence	Tuesday, January 1, 2019

Note that this schedule is preliminary. The schedule may be adjusted, as needed, by the City.

**DEADLINE FOR WRITTEN QUESTIONS:**

Questions about this RFP or process must be submitted in writing (e-mail acceptable) to Elena Suazo, City Clerk, 621 Magnolia Avenue, Millbrae, CA 94030 or [esuazo@ci.millbrae.ca.us](mailto:esuazo@ci.millbrae.ca.us) before 4:00 PM on Tuesday, September 18, 2018. The City will compile a list of written questions

with responses and post to the City website within one week. It is the responsibility of consultants to carefully review this RFP and any addenda including checking the City website regularly.

Except as specified above, consultants and their representatives may not communicate with any officer, director, employee, or agent of the City with respect to this RFP except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits consultants or their representatives from making oral statements or presentations in public to one or more representatives of the City during a public meeting. The City will not respond to verbal inquires and interested consultants are specifically discouraged from contacting the city in person or by telephone during this RFP and selection process.

## **PROCESS FOR RESPONSE**

Interested firms should submit one (1) original and four (4) bound copies and one (1) digital file copy in PDF format of their proposal to: City of Millbrae, Administration Dept., Attention: Elena Suazo, City Clerk, 621 Magnolia Avenue, Millbrae, CA 94030 no later than 4:00 PM. on Tuesday, October 2, 2018. The proposal should be in an envelope clearly marked: CITY OF MILLBRAE STRATEGIC COMMUNICATIONS SUPPORT

Late submittals shall not be accepted.

The proposal shall be brief, precise, and shall not include unnecessary promotional material.

A consultant may withdraw its proposal at any time prior to the submittal deadline by submitting a written request for withdrawal to the proposal signed by an authorized agent of the firm. The consultant may thereafter submit a new or modified proposal prior to the submittal deadline. Modifications offered in any other manner, including oral or written, will not be considered.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the final contract between the City of Millbrae and the consultant selected.

## **PROPOSAL CONTENTS**

Consultant proposal must include the following and follow directions outlined in each section below:

1. Letter of Transmittal. Describe your firm or team's interest in and commitment to providing consulting services for the City of Millbrae.
  - a. This Letter of Transmittal must state that the proposal is valid for at least a 90 day period.
  - b. An officer of the consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
  - c. Provide name, title, address, mail, and telephone number of key contact for the City during the RFP and award process.
2. Table of Contents. Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.

3. Standard Agreement Acknowledgement. A signed copy of the Acknowledgement (Attachment 2) that the consultant agrees with the City's Standard Professional Services Agreement without any changes. In the alternative, if the consultant does not agree with the City's Standard Professional Services Agreement, the consultant must identify each section that consultant wishes to modify and the proposed modification. By submitting a proposal without exceptions, consultants agree to the execution of the City's Standard Professional Services Agreement, **without changes**.
4. Approach to Scope of Services.
  - a. Work Plan and Approach.
    - i. Discuss your firm's understanding of the Scope of Services to be performed.
    - ii. Describe the method for management of overall project costs, schedule, quality assurance/quality control, responsiveness to City requests and inquiries, and other issues critical to this project. Specifically address your firm's approach to resolving unanticipated issues efficiently and effectively while maintaining project budget and schedule. In addition, explain your team's ability to adapt to changes in environment and/or existing conditions throughout the process that may affect the program outcome and schedule.
    - iii. Describe the needs from City staff. For example, what City staff expertise is needed and how much time to you anticipate.
    - iv. Identify any "value-added" services that your firm may provide.
    - v. Identify location where most work activity is anticipated to take place.
  - b. Schedule: Outline a proposed project schedule starting from a kick off meeting to development of draft documents and final report. Include any significant milestone and resource needs such as staff, meeting space, reports, etc. from the City.
5. Team Experience / Capacity. Provide the information listed below especially highlighting successful projects with Cities or clients with similar demographics, quality of work, success in meeting project timelines, project budget, and related criteria.
  - a. Experience. Describe your experience and capacity to manage projects of size and scope similar to the study in this RFP. Identify any current projects or anticipated projects for other clients that consultant anticipates will run concurrently with work for the City. Identify how consultant will ensure that project staff is available for City meetings when needed.
  - b. Key Personnel Background. Name, position, summary of qualifications, resumes, related experience and proposed relationships and responsibilities of project manager, key personnel, and subcontractors. Provide proposed organization chart for project team.
  - c. Sub consultants. Identify any sub consultants that would be used and their specific role. (All sub consultant costs, including any markup, must be included in consultant's cost proposals.)
  - d. Provide a listing of similar studies performed within the last five (5) years. Include the following information:
    - i. Clients name, point of contact, addresses, and telephone numbers
    - ii. Description of study and year of completion

- iii. Key personnel involved
- e. Location. Identify the location of the office(s) where work will be performed
- 6. References. Provide at least five references of California agencies. At least two references must have worked with the proposed project manager and other key staff proposed to be assigned to the City’s project. References should include the following:
  - a. Name, address, and telephone number of the agency
  - b. Time period for the project
  - c. Brief description of the scope of the review
  - d. Recommended procedures
  - e. Reference contact name, email, and telephone number
- 7. Cost Proposal. **Each Costs Proposal must be provided in a separate sealed envelope marked “Costs / Fees”.**
  - a. Provide a complete outline of the estimated cost including: consultant costs and any ancillary costs such as, but not limited to travel costs. (Note that the City does not reimburse for local travel.)
    - i. If the consultant proposes to perform the project pursuant to a time and materials compensation structure, the following must be provided: estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs (including travel and other incidentals) for the Scope of Services to be performed. Estimate any reimbursable expenses and outline assumptions used and a not-to-exceed cost for comparison with lump sum cost proposals.
    - ii. If the consultant proposes to perform the project for a fixed cost with milestones, consultant shall provide milestones upon which payment is anticipated as well as assumptions used to develop cost proposal, and the total lump sum (or not to exceed) cost.
  - b. The total project cost submitted by the vendor shall include overhead, contingencies, travel, in-house reproduction, local communications including faxes, readiness to serve and profit.
  - c. Any cost submittal shall include sufficient detail about consultant's assumptions to permit City to ascertain that project can be completed within the cost proposed and to compare to other proposals.
  - d. Include billable rate for optional additional services that may be requested during the contract term such as special projects to provide extended information about a specific topic. A past example for the City of Millbrae was an extended project to communicate about the City’s Sewer Modernization Program.

<b>PROCESS FOR CONSULTANT SELECTION</b>
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Proposals shall conform to the Proposal Format and Requirements. It is important that all listed items be included in the proposal. Proposals which do not comply with all of the requirements or the proposal deadline may not be considered.



Proposals will be reviewed and ranked by the City and contents of each proposal will be ranked by a selection committee. Criteria include:

- Acceptance of City’s standard terms and conditions (any requested exceptions will be evaluated based on reasonableness and conformance with industry standard)
- Qualifications and Experience of Firm including proposed work plan and approach, recent projects including ability to resolve unexpected issues efficiently as well as meet project timelines and budget
- Qualifications of personnel proposed to be assigned to project including experience on comparable projects, availability to the City, and qualifications of both staff and subconsultants
- Understanding of proposal and project approach including understanding of municipal communication needs and opportunities, proposed work program, value-added services, and anticipated resource needs of City
- Cost including staffing plan and approach, comparison to amounts paid by similar agencies.

More details about each of these criteria can be found in the previous section: **PROPOSAL CONTENTS**.

Following the selection committee’s evaluation process, the City may contact persons involved in former or current projects of consultant, including but not limited to reference contacts. The City may award contracts based on the proposals alone, or, in its sole discretion, may invite one or more consultants to make oral presentations and/or interview with the review committee.

At the conclusion of the evaluation process, the City will select the top ranking consultant and enter into contract negotiations. Except as initiated by the City in its sole discretion, negotiations are limited to those exceptions to the Agreement for Professional Services identified in the consultant's proposal. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the next ranked firm until a contract is executed. City staff will make recommendations to the City Council for award of contracts. Upon City Council approval, a contract will be executed and work initiated.

<b>CITY'S RESERVATION OF RIGHTS</b>
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During the review process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from those that submit proposals, or allow corrections of errors or omissions.

The City reserves the right to modify the scopes of the projects and the related services at any time based on the best interests of the City and will negotiate with awarded consultant accordingly.

The City reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

The City reserves the right to negotiate separately with any consultant that has submitted a sufficient and timely proposal.

The City reserves the right to retain all proposals submitted and to use any concepts or information in a proposal regardless of whether or not that proposal is selected.

The City may elect to award a contract in multiple phases, as is deemed to be in the City's best interest. Should the City award projects in phases, the City reserves the right to award the phases to the same firm.

This Request for Proposal (RFP) does not commit the City to award a contract. In addition, the City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed.

Although, it is the City's intent to choose only a small number of most qualified consulting teams to interview with the City, the City reserves the right to choose any number of qualified finalists.

### **CONFIDENTIALITY**

All responses to this RFP become property of the City and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the City and any consultant regarding the procurement, shall be available to the public.

If consultant believes any communication contains trade secrets or other proprietary information that the consultant believes would cause substantial injury to the consultant's competitive position if disclosed, the consultant must request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a consultant represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A consultant may not designate its entire proposal as confidential nor may a consultant designate its Cost Proposal as confidential. The City will not honor such designations and will disclose submittals so designated to the public.

If a consultant requests that the City withhold from disclosure information identified as confidential, and the City complies with the consultant's request, consultant agrees to assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the consultant's information), and pay any and all costs and expenses related to the withholding of the consultant's information. The consultant agrees not to make a claim, sue, or maintain any legal action against the City or its Councilmembers, officers, employees, or agents concerning the withholding from disclosure of the consultant's information.

If consultant does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

### **ATTACHMENTS**

Attachment 1:            Sample Agreement for Professional Services  
Page | 8 – City of Millbrae RFP Strategic Communications Support

Attachment 2: Acknowledgement Form for City of Millbrae Agreement for Professional Services

**ATTACHMENT 1 – AGREEMENT FOR PROFESSIONAL SERVICES**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Millbrae ("CITY") and \_\_\_\_\_ ("CONSULTANT").

WHEREAS, the CITY desires to obtain professional services for \_\_\_\_\_ and has issued a Request for Proposals dated \_\_\_\_\_, 20\_\_, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated \_\_\_\_\_, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to the CITY in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's Services shall consist of the services set forth in Exhibit A \_\_\_\_\_, as supplemented by Exhibit B \_\_\_\_\_, except when inconsistent with Exhibit A.

3. TERM.

The term of this Agreement will be for a term of \_\_\_\_ years commencing upon the Effective Date of the Agreement. The CONSULTANT shall furnish the CITY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Section 2.

The CITY reserves the right, in its sole discretion, to exercise up to five one-year option term(s) to extend the Agreement, pursuant to the terms of Section 4, Compensation. If the CITY determines to exercise the option term(s), the CITY will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the CITY's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. COMPENSATION.

[FOR NOT-TO-EXCEED COMPENSATION]

The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of \_\_\_\_\_ (\$\_\_\_\_\_), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The hourly rate by personnel category shall be as set forth in Exhibit B. CITY will render payment in the manner specified in Section 5.

[FOR LUMP SUM COMPENSATION]

The CONSULTANT agrees to perform all of the services included in Section 2 for a total all-inclusive lump sum fee of \_\_\_\_\_ (\$\_\_\_\_\_), in accordance with Exhibits A and B. The total all inclusive sum includes all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. CITY will render payment in the manner specified in Section 5.

5. MANNER OF PAYMENT. CONSULTANT shall submit invoices to CITY on a monthly basis.

*[NOT TO EXCEED COMPENSATION]*

Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder.

*[LUMP SUM COMPENSATION]*

Invoices shall include a description of the services performed and milestones achieved by CONSULTANT pursuant to the schedule in Exhibit B.

CITY shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: City of Millbrae  
621 Magnolia Avenue  
Millbrae, CA 94030  
Attn: \_\_\_\_\_

6. CONSULTANT'S KEY PERSONNEL. It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement. In the event that Consultant replaces key personnel, the replacement personnel shall have similar qualifications as the person being replaced and shall be subject to final approval by the City.

7. CITY REPRESENTATIVE. Except when approval or other action is required to be given or taken by the City Council, the City Manager, or such person or persons as they may designate in writing from time to time, shall represent and act for the CITY.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the CITY. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the CITY. The CITY shall be entitled to access to and copies of these materials during the progress of the work. Any property of the CITY in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the CITY. If any property of the CITY is lost, damaged or destroyed before final delivery to the CITY, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The CITY may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost, or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the CITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the CITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the CITY and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, losses, damages, costs, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or CONSULTANT 's employees, officers, officials, agents or independent contractors. Such losses, damages, and costs shall include reasonable attorneys' fees of counsel of CITY 's choice, expert fees and all other costs and fees of litigation. CONSULTANT shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the active negligence or willful misconduct of CITY, its agents or employees. To the fullest extent permitted by law, this indemnity shall survive the termination or expiration of this Agreement.

12. INSURANCE.

A. Workers' Compensation. CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the CITY a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the CITY for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the CITY's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the CITY, and its Councilmembers, officers, and employees. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusion of the CITY as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered

against CONSULTANT. The policy shall protect CONSULTANT and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the CITY a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the CITY a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the CITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the CITY seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The CITY shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the CITY shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses





applicants for employment, notices to be provided by the consulting officer setting forth the provisions of this nondiscrimination clause.

The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

16. CONFLICTS OF INTEREST. The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a consultant of the City is subject to the same conflict of interest prohibitions that govern City employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests. Upon request, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by the City.

No person previously in the position of councilmember, officer, employee or agent of the City may act as an agent or attorney for, or otherwise represent, the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the City, or any officer or employee of the City, for a period of twelve (12) months after leaving office or employment with the City if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the City; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The CONSULTANT shall not engage the services of any subcontractor or independent consultant on any work related to this Agreement if the subcontractor or independent consultant, or any employee of the subcontractor or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the CONSULTANT immediately shall provide the City with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Agreement, the City becomes aware of an organizational conflict of interest in connection with the City's performance of the work hereunder, the City shall similarly notify the CONSULTANT. In the event a conflict is presented, whether disclosed by the CONSULTANT or discovered by the City, the City will consider the conflict presented and any alternatives proposed and meet with the Consultant to determine an appropriate course of action. The City's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, the CONSULTANT must maintain lists of its employees, and the subcontractors and independent consultants used and their employees. The CONSULTANT must provide this information to the City upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. The CONSULTANT shall retain this record for five (5) years after the City makes final payment under this Agreement. Such lists may be published as part of future City solicitations.

The CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. The CONSULTANT shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the City in addressing organizational conflicts that arise out of work performed by the CONSULTANT, or to termination of this Agreement for breach.

17. MISCELLANEOUS

A. Records. All CONSULTANT and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subconsultants shall permit the City, the State Auditor, and their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. The CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the City for those costs within sixty (60) days of written notification by the City.

B. CITY Warranties. The CITY makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Confidentiality. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the City Manager.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the CITY shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the CITY.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties. In the event of a conflict between this Agreement and Exhibit A or Exhibit B, this Agreement prevails.

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

CITY OF MILLBRAE:

CONSULTANT:

\_\_\_\_\_  
(See footnote below)\*

By: \_\_\_\_\_

By: \_\_\_\_\_

City Manager

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

\*Note: This Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

**ATTACHMENT 2 - ACKNOWLEDGEMENT FORM**

**ACKNOWLEDGEMENT FORM FOR CITY OF MILLBRAE  
AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF MILLBRAE REQUEST FOR PROPOSALS FOR  
STRATEGIC COMMUNICATIONS SUPPORT.**

By signing below, the consultant acknowledges that it has examined the enclosed City of Millbrae "AGREEMENT FOR PROFESSIONAL SERVICES". If the City accepts the proposal, the agreement, **without any changes**, shall be executed by the consultant within three (3) working days of notification by the City and consultant shall comply with applicable insurance requirements.

**Legal Name of the Firm:**

\_\_\_\_\_

**Business address:**

\_\_\_\_\_  
\_\_\_\_\_

**Name of Authorized Person:**

\_\_\_\_\_

**Signature of Authorized Person:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

*If requesting changes to the City's Standard Agreement for Professional Services, do not sign this page. Return this page with an outline of requested change to the City's Standard Agreement including section number and requested language.*