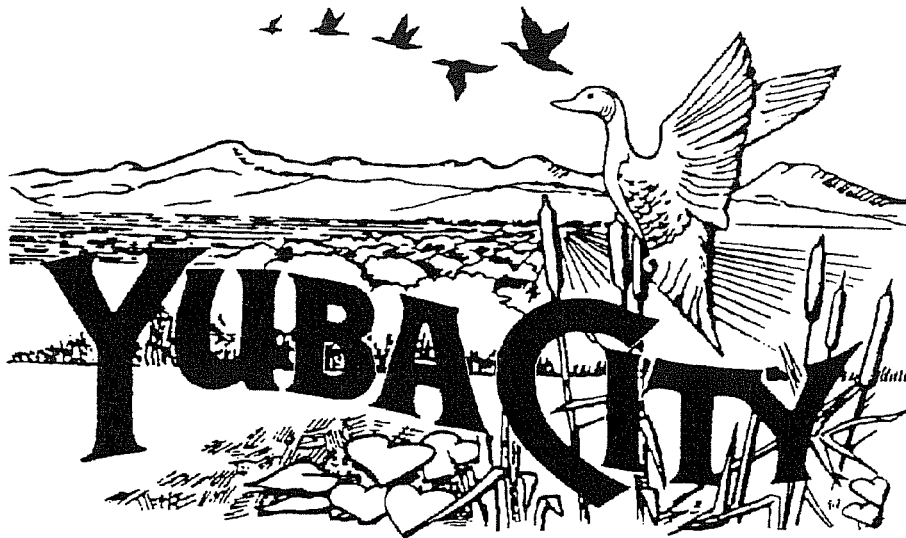




**REQUEST
FOR
PROPOSAL
RFP 09-06**

**PROPOSAL
Printing, Graphic Design, Finishing,
Binding and Delivery of
Parks and Recreation Brochure**

Proposal Reading

March 16, 2009

At

3:30 p.m.

**CITY OF YUBA CITY
REQUEST FOR PROPOSAL
RFP 09-06**

NOTICE IS HEREBY GIVEN THAT the City of Yuba City, in the County of Sutter, State of California, will receive sealed proposals for:

Printing, Graphic Design,
Finishing, Binding and Delivery of
Parks and Recreation Brochure

Specifications packets may be obtained from the City of Yuba City website, www.yubacity.net, go to Purchasing and Surplus under Online Services, click Request for Bids/Proposals, and then click on RFP 09-06 to access the proposal package.

Proposals are to be submitted on forms contained in the proposal packet. Proposals are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993 on or before March 16, 2009, 3:30 PM at which time proposals will be opened and read at the office of the City Clerk. Proposals are to be submitted in a sealed envelope. The envelope shall display the following statement, "SEALED RFP NO: 09-06, PROPOSAL READING MARCH 16, 2009, 3:30 PM, CITY HALL."

The City will not accept responsibility for delays in receipt of proposals sent by mail or other carriers. It shall be the sole responsibility of each proposer to insure that the City Clerk receives proposals no later than the time stated for proposal reading. All proposals received after said time and date shall be rejected.

The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in the proposal.

No proposers may withdraw their proposal for a period of sixty (60) days after the date set for the opening.

Any questions concerning this proposal and/or specifications may be directed to Vicky Anderson at 530-822-4645, or e-mail at vanderso@yubacity.net, prior to proposal reading. If you do not have access to the website, you may call 530-822-4659 or stop by the General Services Department at the Corporation Yard, 1185 Market Street, Yuba City, Monday thru Friday 7 am to 4 pm to obtain a copy of the proposal package.

By order of the City Council, City of Yuba City, County of Sutter, State of California.

Date: January 15, 2009

A handwritten signature in black ink, appearing to read "Devin Barber", written over a horizontal line.

Devin Barber
General Services Director

PART I GENERAL CONDITIONS

1. PREPARATION AND SUBMITTAL OF PROPOSALS

- A. Proposals not submitted on the Proposal Form may be rejected.
- B. Proposals are to be submitted on forms contained in the proposal packet. Proposals are to be submitted to the Office of the City Clerk located at 1201 Civic Center Boulevard, Yuba City, CA 95993, on or before March 16, 2009, 3:30 P.M., at which time proposals will be opened and read. Proposals are to be submitted in a sealed envelope. The envelope shall display the following statement, "SEALED PROPOSAL RFP 09-06, PROPOSAL READING MARCH 16, 2009, 3:30 P.M., CITY HALL."
- C. All information requested of the vendor shall be entered in the appropriate space on the Proposal Form. Failure to do so may disqualify your proposal.
- D. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your proposal. The person signing the proposal shall initial corrections in ink.
- E. Corrections and/or modifications received after the closing time will not be accepted. Any exceptions to specifications must be stated on the proposal.
- F. Each vendor shall state net price for said item/service delivered F.O.B., Yuba City, CA, Corporation Yard, 1185 Market Street, Yuba City, CA 95993.
- G. Three (3) copies of all documents must be submitted by the date and at/or prior to the time specified, to be considered. No late proposals, telegraphic or telephone proposals will be accepted. The City will not be responsible for, nor will accept postmarks from the U.S. Postal Service or other facsimile record of other carriers as proof of timeliness.
- H. An authorized officer or agent of the offer shall sign all proposals.
- I. All proposals, whether accepted or rejected, shall become the property of the City of Yuba City.
- J. The contract awarded by the City Council or Purchasing Agent to provide the specified service shall include the City's entire proposal packet and specifications, all submittals provided to the City with the proposal, any written clarifications to the proposal provided by the City to the proposers, and any addendum issued by the City during the proposal period.

2. TAXES

- A. Add 7.25% California Sales Tax to the item(s) in your proposal.
- B. If your company is outside California and collects use tax, please state the amount as a separate item if the City of Yuba City is to remit the tax.
- C. Do not include Federal Excise Tax in your proposal.

3. PAYMENT, TERMS, & INVOICE REQUIREMENTS

- A. Vendor must state exact payment terms in their bid. Prepayment options shall not be acceptable.
- B. Invoices shall be mailed, in triplicate, to the City of Yuba City – Attention: Parks and Recreation Department, 1300 Franklin Road, Yuba City, CA 95991.
- C. The City will issue a purchase order for the printing and delivery services of the Parks and Recreation brochure. When the City is satisfied that the results are in compliance with these proposal requirements, General Conditions of the contract, and that the results meet the City's standards of quality and workmanship, the City will notify the vendor of said acceptance of the results. After acceptance is received, the Contractor may place a demand upon the City for each quarterly payment in full. Under no condition will the City make partial payment, progress payments, or otherwise modify these terms and conditions for payment.

4. LIABILITIES

- A. The vendor shall hold the City of Yuba City, its officers, agents, and employees harmless from liability of any nature or kind because of use of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, articles or appliances furnished or used under this proposal, and agrees to defend, at his/her own expense, any and all actions brought against the City of Yuba City or himself/herself because of the unauthorized use of such articles.

5. AWARD OF PROPOSAL

- A. **Competitive Invitation for Proposal:** If more than one proposal is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such proposals may be rejected. All proposers are put on notice that any collusive agreement fixing the prices to be offered so as to control or effect the awarding of this proposal is in violation of competitive proposal

requirements, and may render any proposal under such circumstances void.

- B. **Award of Proposal:** Award will be made to the proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. An Evaluation Committee will be established by the City. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after award of the proposal. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated, subject to the rights of the City Council, City Manager, or Purchasing Agent to award the contract to another proposer when the Council, City Manager, or Purchasing Agent determines it would be in the best interest of the City. If the proposal is under \$50,000 the proposal may be awarded by the City's Purchasing Agent. It is at the sole discretion of the City to determine the proposer best suited in meeting those needs.
- C. Within sixty (60) days after the proposal opening, a contract will be awarded by the City Council, City Manager, or Purchasing Agent. The time for awarding the contract may be extended by the City Council, City Manager or Purchasing Agent for a reasonable time beyond sixty (60) days, as may be required to evaluate proposals, or for such other purposes as the City Council, City Manager or Purchasing Agent may determine. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

<u>EVALUATION CRITERIA</u>
Reasonableness of cost
Responsiveness and quality of original designs submitted
Experience, education, and/or credentials of proposer's staff
References

- D. The City of Yuba City reserves the right: (1) to reject any or all proposals or any part thereof and (2) to waive any informalities and/or negotiate minor deviations to the proposal, with the successful firm. The City of Yuba City's decision shall be final.
- E. In all purchases by the City of Yuba City, availability and accessibility of warranty service and service after warranty will be considered in determining the awarded proposer.

6. CHANGES IN PURCHASING ORDER/CONTRACT

- A. No changes may be made in the purchase order/contract without written authorization of the City of Yuba City Purchasing Agent.

7. STATEMENT OF INTENT

- A. It is the intent of City of Yuba City that the printing and delivery of the brochures are delivered in full compliance with the specification.

8. ACCEPTANCE/INSPECTION

- A. All drafts and final versions initiated with this request will be subject to acceptance upon receipt. Acceptance will not take more than three (3) working days.

9. CONFLICT OF INTEREST

- A. Proposer warrants and covenants that no official or employee of the City of Yuba City, nor any business entity which an official of the City of Yuba City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, or purchase order, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City of Yuba City.
- B. The relationship of the Contractor to the City will be that of an independent Contractor and not as an officer, employee or agent of the City.

10. INSURANCE

- A. The proposer must provide proof of insurance as outlined below. Proposer must submit a letter at time of proposal from the proposer's insurance carrier indicating that the insurance company has read the insurance requirements stated herein and will be able to provide the certificate and endorsement for the coverage required. A copy of proposer's insurance policy will not satisfy this requirement.
- B. The Contractor shall be able to provide sufficient labor at all times to carry out the contracted work and shall obtain all the insurance required under this Section and, prior to executing the contract, shall furnish the City of Yuba City with satisfactory proof that the requirements of this Section have been fully complied with.

C. Workers' Compensation Coverage

Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

D. General Liability Coverage

Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

E. Automobile Liability Coverage

Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

F. Professional Liability Coverage.

Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this

insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

G. Endorsements

Each general liability and automobile liability insurance policy shall be with insurers possessing a A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:

1. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
2. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written the City has received notice.

G. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

H. Certificates of Insurance

Contractor shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required

herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. FORCE MAJEURE

- A. In the event of emergencies or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use or delivery of the products described in this proposal, deliveries under said agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage.
- B. The City of Yuba City reserves the right to acquire from other sources any products necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

12. NON-DISCRIMINATION/HARASSMENT/RETALIATION

- A. The Contractor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Contract or any applicant for employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. It is the policy of the City of Yuba City that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, national origin, age, marital status, ancestry, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied the benefits of or be subjected to discrimination, harassment, or retaliation under any program, activity or hiring practice.

13. TERMINATION FOR CAUSE

- A. In the event the Contractor fails to meet the specifications of the contract, as determined solely by the City, the City may terminate the contract

without penalty and be relieved of any further consideration to the Contractor. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

14. TERMINATION FOR CONVENIENCE

- A. City may terminate the contract at any time and for any reason by giving specific written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. If the City terminates the contract provided in this paragraph, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

15. ADDENDUMS

- A. The proposer is responsible for checking the City's website or calling the General Services Department at 530-822-4659 for addendum(s). Addendum(s) may be posted up to 72 (seventy-two) hours prior to the proposal reading. The proposer is responsible for incorporating all addendum(s) into the original proposal package. The proposal form has an area to indicate that if an addendum(s) was released by the City, it was incorporated into the proposal form by the proposer. If the proposer does not acknowledge the addendum(s), the City reserves the right to reject the proposal.

16. BUSINESS LICENSE

- A. All businesses doing work in the City of Yuba City should verify with the Finance Department if they are required to be registered for and pay the Yuba City Business Tax(es) and/or License. The Contractor and/or subcontractor(s) who is/are awarded the proposal shall pay all costs necessary to obtain these licenses and/or tax(es) and maintain them in full force and effect during the term of this Contract. Additional information and business licenses can be obtained by calling (530) 822-4619 or stopping by City Hall at 1201 Civic Center Blvd., Yuba City, CA 95993.

PART II SPECIFICATIONS

GENERAL

The City of Yuba City is accepting proposal for printing, graphic design, finishing, binding and delivery of a Parks and Recreation color brochure three (3) times a year, January, May and August. This will be a one (1) year contract with a possible two (2) one (1) year extensions with a start date of June 2009. The chief goal of this project is to provide the residents a high quality, attractive brochure.

SCOPE OF WORK

The Parks and Recreation brochure is the official recreation brochure. The approximate total of brochures needed will be 25,000 each time with a grand total for the year being approximately 75,000. This contract will include the printing, graphic design, finishing, binding of brochures and delivery of brochures to two (2) to four (4) locations.

Each brochure will be 30 to 40 pages in size, 11" x 17" paper, folded into 8 ½" x 11" standard size brochures. Brochures will be printed on 60lb dull paper. Front and back covers should be glossy 80lb paper. Any substitutes, variations, changes or suggestions for types of paper or finishing within the printing proposal must be clarified.

All information for the brochure with the exceptions of the graphics and layout will be provided by the City of Yuba City. Information will be sent from the City to the vendor via e-mail and in Word format. For future reference, please provide all acceptable methods of delivery of information to vendor (pg 13).

Color schemes are up to the vendor. Approval of color scheme with each brochure will be necessary. Binding of brochures must be staples.

A meeting will be scheduled after award of contract with awarded vendor.

SAMPLES

Vendor must submit examples of other City, organizational, or business brochures. Please provide seasonal brochures if possible.

DELIVERY

First location will be to the newspaper distribution center of the Appeal Democrat located at 1530 Ellis Lake Drive, Marysville, CA 95901. The amount delivered to this location will depend on circulation quantity. Vendor is responsible for contacting Appeal Democrat for circulation quantity as well as delivery time and style of delivery. Second location will be to the Recreation Department located at 1300 Franklin Blvd., Yuba City,

CA 95991, third location will be to the Senior Center located at 777 Ainsley, Yuba City, CA 95991 and the fourth location will be the Gauche Aquatic Park located at 421 C Street, Yuba City, CA 95991. The remainder of the 25,000 will be split between these locations. The City representative will let the vendor know if all locations need to have brochures delivered. Delivery must be between the hours of 8am to 5pm.

OVER RUNS

All over-runs shall be the responsibility of the vendor and must be provided to the Recreation Department. The proposal must include the price from the Appeal Democrat for circulation of brochures.

TIMELINE EXAMPLE

The following is an example of a timeline for the May issue:

Info to vendor: 6th of March

1st proof to City: should be received 10 business days later (March 19)

Back to vendor: should be received 6 business days later (March 26)

Final proof to City: should be received 6 business days later (April 4)

Back to vendor: should be received 6 business days later (April 10)

After final proof is received by the vendor, brochure needs to be printed and delivered. Delivery dates should be 19 to 20 days later (May 7-Recreation, Senior Center & Gauche Aquatic Park, May 8- Appeal Democrat)

Actual timeline dates will be provided to awarded vendor.

All proofs must be as close to finished output quality as possible.

PRICING

Only those charges that are identified in the Proposal on the proposal bid page and agreed upon by the City will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. Increased charges must be justified to the City and submitted in writing. The increases cannot exceed the Consumer Price Index (CPI) increase. The CPI will be calculated as outlined below. Prices may be adjusted annually (on the day the contract was signed by The City of Yuba City and the Contractor) by an amount not to exceed the CPI for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. Prices shall remain firm for the following 12-month period. The charges may be increased in the following manner: the numerator will be the CPI (as listed above) of the month three (3) months prior to the Adjustment Date and the denominator will be the CPI (as listed above) of the previous year of the month three (3) months prior to the signing of the contract. Under no circumstances will adjustments in the fees exceed five (5) percent

per additional period. Contractor must provide the City thirty (30) day written notification of any proposed price increases.

Price increases shall become effective thirty (30) days after the City receives written notification of such increases. The effective date shall be thirty (30) days from the date of the postmark or fax. Notifications of price increases may be faxed; however, mailing of the original must follow.

STANDARD AGREEMENT

A copy of the City of Yuba City Standard Agreement is attached for review and must be signed and returned with proposal. After the contractor has been determined, a formal standard agreement will be made including any modifications or revisions to the scope of work, request or revisions to the scope of work, request for proposals and other agreements that the City has provided. A copy with all signatures will be mailed to vendor after award of contract.

CONTRACTOR REFERENCES

Proposers shall include in their response a list of at least three (3) organizations, which can be used as references for performance of similar services. Contractors shall endeavor to include references for public sector agencies. Include the name and telephone number for the contact person. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job.

SUBCONTRACTOR

Vendor shall identify those services that will be assigned to a subcontractor. The vendor will be responsible for verifying the qualifications and validity of all licenses or permits for any out-sourced work to subcontractors. The vendor is also responsible for paying its employees and any subcontractors the vendor hires.

EXPERIENCE/EDUCATION/CREDENTIALS

The proposer shall be skilled and regularly engaged in this type of work. The proposer shall submit on the attached page the number of years experience, educational background, and credentials contained within his or her organization. The proposer is to indicate the experience, educational background, and/or credentials of the various employees that he or she employs. Please include any special workshops or seminars that proposer or proposer's employees have recently attended or held.

**CITY OF YUBA CITY
REQUEST FOR PROPOSAL
NO. RFP 09-06
PROPOSAL FORM**

For: **Printing and delivery of Parks and Recreation color brochure
three (3) times a year**

To: **Vendor**

***NAME OF PROPOSER:** _____

***ADDRESS:** _____

FEDERAL TAX I.D. NO.: _____

TELEPHONE: _____

Addendums considered
(initial and indicate addendum number) _____

Addendums NOT considered
(initial and indicate addendum number) _____

*If awarded bid this name and address will be used for payment. No exceptions.
In accordance with the Request for Proposal, Conditions and Specifications, the undersigned declares that the service offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above named business.

Acceptable methods of delivery of information to vendor

Must be returned with proposal:
Proposal form (pg13 & 14)
Contractor references (pg 15)
Subcontractor (pg 16)
Experience, Education, Credentials (pg 17 & 18)
Standard Agreement (pg 19 & 20)
Copy of business license if applicable (pg 9)
Insurance paperwork (pg 5, 6, 7 & 8)
Samples (pg 10)
All other information you wish to provide

PRICE

Printing, graphic design, finishing,
binding and delivery of approx. 25,000
Parks and Recreation color brochure
three times a year

Price \$ _____
x 3

Annual Price \$ _____

Additions:

Price for additional color photos \$ _____

Price for additional black and white photos \$ _____

(Above total written in words)

It is hereby understood that the above proposal reflects the total cost of the quarterly parks and recreation brochure printing detailed in the Specifications.

Signature _____

Printed Name _____

Title _____

CONTRACTOR REFERENCES

Customer Name: _____

Contact Individual: _____ Tel. # _____

Address: _____

Description of Services Provided: _____

Customer Name: _____

Contact Individual: _____ Tel. # _____

Address: _____

Description of Services Provided: _____

Customer Name: _____

Contact Individual: _____ Tel. # _____

Address: _____

Description of Services Provided: _____

SUBCONTRACTORS

Subcontractor Name: _____

Contact Individual: _____ Tel. # _____

Address: _____

Description of Services Provided: _____

Subcontractor Name: _____

Contact Individual: _____ Tel. # _____

Address: _____

Description of Services Provided: _____

Subcontractor Name: _____

Contact Individual: _____ Tel. # _____

Address: _____

Description of Services Provided: _____

EXPERIENCE, EDUCATION, CREDENTIALS

The proposer shall submit the number of years experience, educational background, and credentials contained within his or her organization. The proposer is to indicate the experience, educational background, and/or credentials of the various employees that he or she employs. Please include any special workshops or seminars that proposer or proposer's employees have recently attended or held.

NAME _____

EXPERIENCE, EDUCATION, CREDENTIALS

AREAS OF EXPERTISE _____

GRAPHIC DESIGN SOFTWARE _____

NAME _____

EXPERIENCE, EDUCATION, CREDENTIALS

AREAS OF EXPERTISE _____

GRAPHIC DESIGN SOFTWARE _____

NAME _____

EXPERIENCE, EDUCATION, CREDENTIALS

AREAS OF EXPERTISE _____

GRAPHIC DESIGN SOFTWARE _____

NAME _____

EXPERIENCE, EDUCATION, CREDENTIALS

AREAS OF EXPERTISE _____

GRAPHIC DESIGN SOFTWARE _____

STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 20 ____ in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and _____, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

The provisions on the next page hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CITY OF YUBA CITY,

A MUNICIPAL CORPORATION

CONTRACTOR

By: _____

Name: _____

Title: _____

Address: _____

By: _____

Title: _____

License No. _____

TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
 2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
 3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
 4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
 5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
 6. Time is of the essence in this agreement.
 7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
 8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
 9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
 10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
- Item 11 x is is not applicable to this agreement.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.