



Administrative Services Department

Request for Proposal (RFP) for **Professional Training Services**

Issue Date: September 13, 2024

Proposal Due Date: **October 11, 2024 at 5:00 PM**

RFP COORDINATOR:

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I. BACKGROUND

The City of Rocklin (City) is seeking proposals from qualified organizations to provide professional training services to City employees, both in-person and virtually.

It is the intent of the City to contract for the services presented herein for an original term of one (1) year, including a price acceptable to both the City and the selected organization. Extending the contract for an additional two (2) years may be an option, for a maximum of three (3) years, with all other terms remaining, including fees. These options may be exercised by the City in its sole, absolute discretion.

The City of Rocklin is an organization of approximately 267.50 positions dedicated to serving residents, businesses, and stakeholders. City departments include: Administrative Services, Police, Fire, Community Development, Public Works, Parks and Recreation, and the offices of the City Attorney, City Clerk, and the City Manager.

The City is located in South Placer County at the intersection of Interstate 80 and State Highway 65 and is characterized by rolling hill terrain with 360-degree panoramic views of the Sierra Nevada Mountains to the northeast and to the Sutter-Butte mountain range in the West. With an estimated population of 71,600, Rocklin is one of the fastest growing cities in California, with approximately 65% of its growth since 2000. The City is a general law city that operates under the council/manager form of government. The people who live and work in the City of Rocklin are the heart of the community and have built a special place for residents and visitors. Rocklin is a preferred location for business and living due to its convenient location, excellent schools, diverse mix of housing, abundant parks and recreational opportunities, and the highest commitment to public safety.

II. SCOPE OF SERVICES

The City has identified a need for professional training to enhance the skills and resources of City staff.

1. Specific services to be performed include professional training in the areas of:

- a. Change Management
- b. Communication
- c. Time Management
- d. Customer Service - Customer service in public agencies, active listening, customer awareness and advocacy, de-escalation, difficult customers, providing excellent customer service in culturally diverse communities, etc.
- e. Employee Engagement
- f. Team Development and Collaboration
- g. Computer and Analytic Skills - Microsoft 365 Office applications (e.g., Outlook, Word, Excel, and Teams) at a variety of levels, as well as analytical thinking, working with data, project management, critical thinking/decision making, problem solving, etc.

- h. Supervisory, Management, and Executive Development - Team building and development; team dynamics; change management; building consensus; effective meeting management; emotional intelligence, defining and delegating tasks; leadership skills; strategic planning; etc.

2. Training Location

Trainings may be delivered via in-person within the city limits of Rocklin, California and/or virtually.

3. Training Content

The Contractor shall:

- a. Design a training course for the topic(s) on which you wish to instruct and shall be geared to the needs of working adult learners.
- b. Ensure that each course includes clear learning objectives.
- c. When applicable, develop handout material in a workbook format and provide such workbook to the City at least ten (10) business days prior to the scheduled training.
- d. Be responsible for development, selection, purchase, printing/photocopying, and delivery of all material.
- e. Deliver training to employees in a clear, organized, interactive, and relaxed manner, which include a variety of medias.
- f. Maintain an overall rating of at least a 7 on a 10-point rating scale for each instructor.
- g. Continue to provide services as determined by post-event participant evaluations.

The City shall:

- a. Review all training material prior to its delivery to City staff.
- b. Provide all audio/visual equipment for in-person trainings, as well as set-up assistance.
- c. If necessary, provide an online platform (e.g., Zoom) to conduct virtual trainings.

4. Training Duration

- a. In-person, instructor-led training: Trainings should aim to be ½ day or full day trainings, with the option to hold multi-part workshops on different days.
- b. Virtual instructor-led training: Trainings should aim to be no longer than three (3) hours, with the option to hold multi-part workshops on different days.

5. Training Schedule

- a. Trainer must be available to provide training during regular business hours (Monday through Friday, 8:00 AM-5:00 PM).

- b. Trainer must be able to provide possible training dates at least three (3) months prior to any potential date(s) to be scheduled.

6. Trainer Knowledge, Skills, and Abilities

All trainers shall:

- a. Be highly qualified individuals with experience and/or expertise in the subject matter, as well as have experience applying the subject matter within the public sector, specifically within the context of local government.
- b. Have demonstrated ability to work effectively with employees at all levels of an organization and experience working with culturally diverse groups.
- c. Have a working familiarity with the context of local government operations, with respect to public service mandates; multi-level governmental structures; and civil service system processes.
- d. Have knowledge of and experience using audio/visual equipment and technology including a working user knowledge of the Zoom platform (e.g., screen sharing, breakout rooms, whiteboard, muting participants, etc.).
- e. Demonstrate active listening and facilitation skills, communicate effectively both orally and in writing, and speak effectively before large and small groups.
- f. Perform the role of facilitator, and effectively utilize group dynamic skills and techniques.

7. Training Material

- a. Instructors must prepare and provide all course materials. This includes preparing all participant materials (guides, handouts, exercises, books, job aides, etc.). The cost of materials must be included either in the total cost of the course, or as a separate per user fee.
- b. All instructors shall maintain and update each training syllabus to remain current with industry trends, introduce and follow objectives for each class, compete training as described, and utilize training aids.

8. Contractor Responsibilities

- a. Based on evaluation feedback, the trainer must be willing to modify content for the workshop's next offering, without charging fees for curriculum design and/or modification in this scenario.

9. City Responsibilities

- a. City staff will ensure that trainers are provided with adequate instructions/information to permit sufficient access to designated City facilities and training rooms as necessary.
- b. The City will be responsible for setting up the training classroom to include tables, chairs, white boards, flip charts, markers, sign-in sheets, and requested audio/visual equipment where designated as needed to conduct training.

10. Deliverable Dates

- a. City staff will work with selected consultants/trainers to begin calendaring live training immediately following the contract award.
- b. City staff will work with selected consultants/trainers to calendar training topics, dates, and locations on a yearly basis, at minimum.

III. PROPOSAL REQUIREMENTS AND RESPONSE FORMAT

The consultant is responsible for preparing an effective, clear, and concise proposal. In order to be considered for selection, consultant must submit a complete response to this *Request for Proposal (RFP)* that includes the mandatory information and/or requirements in the format listed below. Responses must be in the same order as the questions presented, stating acceptance of, modifications or additions to, or a statement of the inability to provide, said service. Failure to provide any of the information requested below may be cause for the proposal to be rejected.

1. RFP cover letter introducing the organization and the individual who will be the primary contact person. In addition, the cover letter should include:
 - a. Name, address, telephone number, and email address of the contact person who will be authorized to make representations for the organization.
 - b. An expression of the proposer's ability and desire to meet the requirements of this RFP, including acceptance of the standard contract terms in Exhibit A.
 - c. Be signed by an individual who is authorized to contractually bind the organization.
 - d. A statement affirming that the proposal is a firm offer good for a 120 calendar-day period beginning on October 11, 2024.
2. Organization Background
 - a. Describe the organization, date founded, and ownership.
 - b. Describe whether or not your organization has experienced a material change in structure, ownership, or management during the past three (3) years.
3. Experience
 - a. Describe your organization's experience in providing training to public sector agencies in the training areas being sought by this RFP.
4. Personnel
 - a. Identify and provide background information as well as resumes on the key professionals who will be serving as instructors.
5. Project Delivery

Describe your approach to managing the proposed scope of work. Include scheduling and planning, implementation, communication plan and approach, update and reporting, and support services.

6. References

- a. List the name, address, telephone number, and email of references from at least three (3) current clients similar in size and scope to the City. Include a brief description of the work provided for each reference. California municipal or county services are preferred. You may offer more than three (3) recent similar services if desired. The references should include the start date of the service and the date of completion for each service, if applicable.

7. Additional Information

- a. Briefly describe any additional features, attributes, or conditions which the City should consider in selecting your organization. Describe any other services your organization can provide.
- b. Provide any contract language your organization requests or requires to be included in a contract for this service.

8. Submit one (1) electronic copy of the proposal in PDF format to Tameka Usher via email at tameka.usher@rocklin.ca.us

9. By submitting a proposal, the Contractor is verifying they have the following insurance coverage (Refer to Section 18.A. of Exhibit A – Sample Professional Services Agreement for insurance coverage limits):

- a. Commercial General Liability
 - i. City will be named as Additional Insured with all the appropriate endorsements
 - ii. Personal injury & property damage liability
 - iii. Contractual liability
- b. Independent contractor's liability
- c. Automobile liability insurance
 - i. Minimum combined liability limits of one million dollars (\$1,000,000) per occurrence, and a maximum deductible of five thousand dollars (\$5,000) per occurrence
- d. Workers' Compensation
- e. Professional Liability

10. Cost - The proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all ongoing costs for recommended or required products and services. The project cost must be broken out and include all expenses that will be charge to the City.

- a. A fee schedule with the hourly billing rates for each type of employee anticipated to be assigned to City projects.
- b. Flat rates for the cost of full-day, half-day, multiple-day, and hourly training programs. If any, flat training rates should include charges for travel costs within a 25-mile radius of

the City, supplies, and materials.

- c. Rates for development of customized training programs.

IV. SELECTION PROCESS

In accordance with the goals of the City, the following criteria will be used as the weighting basis for evaluation of the proposals and the award recommendation:

1. Providing all requested information in this RFP.
2. Understanding the City's scope of services and demonstrated ability to perform the services described.
3. References; demonstrated abilities to deliver of the City's requested services.
4. Experience, resources, and qualifications of the organization and individuals assigned to this project.
5. Cost relative to the scope of services.
6. Willingness to accept the City's contract terms.

Award may not be made to the respondent submitting the lowest price proposal. The City will choose the organization submitting the best and most responsive overall proposal to satisfy its needs.

Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.

The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose.

All questions and inquiries must be submitted via email to tameka.usher@rocklin.ca.us. The deadline to submit questions no later than **September 20, 2024 at 5:00 PM**.

Emails must be clearly labeled in the subject line "**RFP-Professional Training Services – Questions**" for convenience purposes. The City reserves the right to decline a response to any questions if, in the City's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the City, will be shared with all other proposers, but the name of the organization asking the question will be redacted. Responses will be released in the form of an addenda available on the **CITY'S website**, <https://www.rocklin.ca.us/rfps>, by **September 27, 2024**.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

It is sole responsibility of the Proposer to ensure that they have received the entire RFP,

including any and all questions, answers and addenda by visiting the City of Rocklin website. Failure of proposer to retrieve addenda from this site shall not relieve them of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of their proposal.

V. SUBMITTAL

Complete written proposals must be submitted via email no later than October 11, 2024 at 5:00 PM. Proposals will not be accepted after this deadline. Email to tameka.usher@rocklin.ca.us with the subject line “**RFP-Professional Training Services.**”

VI. KEY DATES

Below is a general timeline outlining the process steps with estimated dates for each step of the RFP process. By participating in the RFP process, proposers agree that they can adhere to the following:

Task	Completion Date
RFP Release Date	September 13, 2024
Deadline for written questions	September 20, 2024
City response to written questions	September 27, 2024
Proposal Due Date	October 11, 2024 at 5:00 PM
Finalist Interviews (if necessary)	TBD
Contract Negotiations	TBD

VII. GENERAL INFORMATION

The City reserves the right to reject any or all proposals and will not be liable for any costs incurred by responding organizations relating to the preparation and submittal of proposals, making of initial presentation to the City, negotiating a contract for services, or any other expense incurred by the bidder prior to the date of an executed contract. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the scope of work for this project.

1. Proposals must be valid for 120 calendar days beginning October 11, 2024.
2. The City reserves the right to expand or diminish the scope of the work subject to negotiation with the successful bidder.
3. The City is not required to select the proposal that may indicate the lowest price or costs. The City expressly reserves the right to reject all proposals at its sole discretion and opinion, without indicating any reason(s) for such rejection. If all proposals are rejected, the City may or may not request additional proposals. The City may withdraw this RFP at any time without advance notice.

4. The successful organization shall defend, indemnify, save and hold harmless the City of Rocklin, its officers, agents, and employees, from any demands, claims, suits, damages, or actions that may be brought by third persons on account of bodily injury or death; personal injury; damage to property or personal interest; or violation of any law, regulation or ordinance; where the third person's loss, demand, claim, suit, damages, or action arises in whole or part out of any negligent or other act or omission of the contracting agency or its officers, employees, and agents, while performing the services agreed to save and except those actions arising out of the sole negligence of the City.
5. The successful organization shall submit appropriate evidence of required insurance coverage, licenses, or permits prior to the effectuation of any contract for services described herein, as required by the City. A copy of the City's Professional Services Agreement is included as Exhibit A, and by submitting a bid a bidder is consenting to abiding by the provisions therein.
6. The successful organization shall not transfer the responsibility for any part of their contractual obligation without prior written approval of the City Manager of the City of Rocklin.
7. The City reserves the right to terminate the agreement upon giving the successful organization a 45-day written notice of termination.
8. In the event it becomes necessary to revise any part of this RFP, addenda will be provided in writing to all consultants receiving the RFP from the City. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.
9. Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Rocklin. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this Project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the RFP Administrator.
10. The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
11. Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate Contractor licensing, permits and business licensing.
12. The selected Contractor shall be the Prime Contractor performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a subcontractor, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the Prime

Contractor on the awarded Agreement. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City.

Thank you very much for taking your valuable time to respond to this RFP.

VIII. EXHIBIT

Exhibit A Sample Professional Services Agreement

CONTRACT FOR SERVICES- Sample Professional Services Agreement

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and [REDACTED] "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this Agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of \$[REDACTED]**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

- i. Job/project name or description;
- ii. City's current purchase order and/or work order number (if applicable);
- iii. Contractor's invoice number;
- iv. Date of invoice issuance;
- v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- vi. Amount of invoice, itemizing all authorized reimbursable expenses; and

vii. Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this Agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this Agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until [REDACTED] unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

5. SUSPENSION/TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this Agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

- i. Contractor shall immediately cease rendering services pursuant to this Agreement;
- ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement;
- iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other

such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this Agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be

provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the

performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. Minimum Scope and Limit of Insurance

i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

iv. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. **Primary Coverage.** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary

and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

v. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

vi. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vii. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

viii. **Claims Made Policies.** If any of the required policies for professional liability insurance provide claims-made coverage:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

ix. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

x. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

xi. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS

A. **Contract Documents.** This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration or modification of this Agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rocklin

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a

manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: _____
[Name, Title]

By: _____
[Name, Title]

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

EXHIBIT A
Scope of Work

EXHIBIT B

Schedule of Performance

EXHIBIT C
Schedule of Fees

EXHIBIT

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR

By: _____
[Name, Title]