



Request for Proposals

for

OPERATION OF A PERMANENT HOUSING PROPERTY SERVING HOMELESS SENIORS

**City Clerk's Office
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758**

Proposals Due by March 21, 2025 at 4:00pm PDT

INTRODUCTION

The City of Elk Grove (City) is accepting proposals from qualified homeless service providers to establish and operate a permanent housing program for homeless seniors aged fifty-five (55) and older (Program) at a City-owned site, in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One digital PDF copy must be submitted to the Office of the Clerk by **March 21, 2025 at 4:00pm**. Proposals shall be addressed to the Office of the City Clerk at cityclerk@elkgrovecity.org, with a copy to Sarah Bontrager at sbontrager@elkgrovecity.org. Submittals in PDF format must be fully ADA compliant. Large files may be sent using a cloud-based system such as Dropbox. Proposer shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposer does not receive confirmation from the City Clerk that the proposal has been received, proposer should assume the transmission failed and either resubmit or arrange for another method of delivery. Proposers are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

QUESTIONS

Questions regarding this RFP are to be directed by email to Haimanot Ashenafi, Housing Analyst, at hashenafi@elkgrovecity.org. Such contact shall be for clarification purposes only. The City will answer questions on a rolling basis, generally weekly. The City must receive all questions **no later than March 10, 2025 at 4:00pm**. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under "Notice" for the RFP announcement.

BACKGROUND

The City has one of the lowest rates of homelessness in Sacramento County. Through combined data from the City's homeless navigation team, Police Department, and several nonprofit service providers, staff estimates that the City has about 100-150 people experiencing homelessness on any given night. The [2024 Point-in-Time Count](#) found 83 unsheltered people living within the City borders. Persons experiencing homelessness, particularly those living unsheltered, struggle to consistently access essential documents, medical offices, medication, basic hygiene resources, and as a result, experience disproportionate health and safety impacts.

As a part of its homelessness strategy, the City subsidizes the acquisition and rehabilitation of single-family home properties for use as transitional or permanent housing for people experiencing homelessness or at imminent risk of homelessness. All such properties include private bedrooms and shared bathrooms, kitchens, and common areas. The model has provided shared housing options at rents affordable to households on fixed incomes, including Social Security and disability income.

The City is nearing completion on a total rehabilitation of single-family residential property, which is intended to serve very low-income seniors aged fifty-five (55) and older who are experiencing homelessness or who are at imminent risk of experiencing homelessness. Upon completion, the seven-bedroom, two and

a half bathroom property will serve as a critical resource in providing stable, supportive housing for vulnerable seniors. Three of the bedrooms and one of the bathrooms are fully accessible and intended to serve disabled seniors.

CITY'S VISION

The City envisions entering a one-year contract with a qualified provider to operate and manage a senior permanent housing site, with the option for two one-year extensions. The City anticipates entering into a lease agreement with the selected provider, a copy of a sample lease can be provided upon request. The Program is intended to serve up to seven (7) senior households with at least one member aged fifty-five (55) and older, with a preference for individuals experiencing homelessness in Elk Grove. If a provider proposes designating one of the rooms for a live-in staff member, the site will accommodate up to six (6) senior households.

The City expects the selected provider to undertake the following tasks :

- Accepting referrals for vacancies from the City's homeless navigation team and/or homeless shelter provider;
- Performing property management functions, including:
 - Processing rental applications and performing background checks and income certifications for prospective tenants;
 - Signing leases with prospective tenants;
 - Collecting monthly rent and assessing late fees;
 - Ensuring tenants comply with the terms of their lease and taking action as necessary to address violations, including filing and processing evictions;
 - Performing regular inspections of the property's condition;
 - Conducting regular maintenance of the property, and informing the City when major maintenance or repairs are required;
 - Maintaining the property in clean and habitable condition, including landscaping maintenance and ensuring waste is properly disposed of;
 - Making regular utility payments for electricity, gas, water, sewer, waste, and Internet service;
 - Maintaining accurate financial records for the property, including income from tenants and all property expenses; and
 - Complying with all applicable laws and regulations, including those related to fair housing.
- Providing light case management to all tenants, with a focus on helping them maintain housing stability and connecting them to other permanent housing options, when desired;
- Responding to tenant concerns;
- Responding to inquiries and concerns from neighboring properties or members of the public regarding the function of the property or tenant concerns; and
- Procurement of goods related to Program operations, such as cleaning and hygiene supplies for shared areas.

Qualified providers will have:

- Experience managing properties occupied by people who have experienced homelessness;
- Experience in providing property management services, including processing rent payments, maintaining housing standards, and addressing tenant needs;
- At least 2 years of relevant experience in delivering similar services to the Program scope;
- A commitment to work collaboratively with the City's Housing Division, homeless shelter provider, and local nonprofit social service providers;

- Knowledge of resources available to support trauma-informed practices, case management techniques, substance use disorder, and behavioral health challenges within Sacramento County (including resources available from nonprofit organizations and governmental agencies);
- Proficient skills in community engagement and outreach;
- A responsive and proactive approach to address neighborhood concerns; and
- Prepared to provide services to a range of people who have recently experienced homelessness, including those with behavioral health challenges and substance use disorders

SCOPE OF WORK

The City is seeking proposals from qualified providers interested in operating the Program as described herein.

Core Principles

Person Centered, Trauma-Informed Care

A person-centered, trauma-informed approach acknowledges the full range of a person's needs. This holistic approach is critical for establishing dignity, trust, and autonomy needed to de-escalate the stress and trauma individuals may have experienced. Accordingly, it is important to:

- a. Treat people with dignity and respect;
- b. Emphasize that the goal is to connect people back to permanent housing;
- c. Consider each individual's unique experiences, needs, goals, and preferences;
- d. Provide safe, clean, and accommodating conditions; and
- e. Prioritize strengths and resources over deficits and needs, fostering empowerment and resilience.

Communication and Collaboration

The selected provider team must be able to:

- a. Effectively respond to community or neighbor concerns in a timely manner;
- b. Collaborate effectively with the City on issues related to management and operations of the Program;
- c. Partner with community organizations, nonprofits, and/or providers of homeless services to ensure successful service linkages for Program participants, and track outcomes of these partnerships; and
- d. Ensure there is effective communication with the City and Program participants regarding operational changes such as staffing, point of contact, and/or delays or interruptions affecting Program operations.

Geographic Preference

The City is committed to serving people experiencing homelessness within the City of Elk Grove's jurisdictional boundaries. The City desires proposals that will accommodate people aged fifty-five (55) or older who are experiencing homelessness or at imminent risk of experiencing homelessness.

The Program must prioritize people experiencing homelessness within the City of Elk Grove, as verified by the City's homeless services navigation team or City homeless shelter provider. In the event that there are a significant number of vacancies, the City may work with the selected provider to waive the geographical preference under limited circumstances.

Requirements

Site

The Program site is located in the City of Elk Grove. The City-owned Property is a single-story home with

seven bedrooms, two and a half bathrooms, a shared kitchen, dining room, living room and outdoor space (Property). Three of the bedrooms and one of the bathrooms are fully accessible.

Program Delivery

The Program is expected to provide permanent housing to Elk Grove residents aged fifty-five (55) years or older, experiencing homelessness or at imminent risk of experiencing homelessness, in coordination with services provided by the City's homeless navigation team and homeless shelter provider. All adults are expected to be able to independently care for themselves. The Program is not expected to provide medical or health care, in-home care, or other assistance with activities of daily living. Tenants may pursue assistance, such as in-home health services, through other agencies.

The Program is expected to provide all property management services associated with the Program, including all management of tenant-related or occupant-related functions (e.g., selection, certification, evictions, rent collection, maintenance, and security).

The Property is expected to be managed and operated as permanent residential rental housing comprised of complete facilities for living, sleeping, eating, cooking, and sanitation, including sleeping area, bathing and sanitation facilities, and cooking facilities equipped with a cooking range, refrigerator, and sink.

Personnel

The Program, at minimum, must be staffed by a property manager, maintenance staff, and a case manager. Proposals may include up to one staff member who lives on-site, and one bedroom may be allocated for this staff member.

Served Population

All beneficiaries of Program services provided under this Program must be Qualifying Households. The Program is expected to obtain and maintain documentation from applicants and third-party sources to verify that an applicant qualifies as a Qualifying Household.

A Qualifying Household for the Program is a household that meets each of the following criteria:

- The definition of Homeless;
- Aged fifty-five (55) years or older;
- The definition of Very Low-income Household; and
- The definition of Elk Grove Resident.

Homeless Definition

A Homeless or Homeless Person(s) means an individual or household who lacks a fixed, regular and adequate night-time residence. The individual or household must:

- Have a primary night-time residence that is a public or private place not meant for human habitation; or
- Be living in a publicly or privately operated shelter designed to provide temporary living arrangements;
- Be exiting an institution where the person has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution; or
- Be in danger of imminently losing their primary nighttime residence, provided that:
 - Residence will be lost within 14 days of the date of application for residency;

- No subsequent residence has been identified; and
- The individual or household lacks the resources or support networks needed to obtain other permanent housing.

Very Low-income Household Definition

Very Low-Income Household means households earning equal to or less than fifty percent (50%) of the area median income, adjusted for household size, as released by and occasionally updated by the US Department of Housing and Urban Development for the metropolitan area including the City. Service provider shall certify income no more than sixty (60) calendar days prior to initial occupancy.

Elk Grove Resident Definition

Elk Grove Resident means an individual or household whose current or last permanent residence was within the City limits, or who can provide verification satisfactory to service provider that within the period 30 days prior to filing an application for housing, the household stayed within the City limits at least 16 nights previous to the filing of an application for Program services (or, in the event of a person or household exiting an institution, at least 16 of the 30 nights prior to entering the institution). Elk Grove resident status must be documented by a third-party verification and/or evidence of last permanent residence within the City.

Vacancies and Referrals

The Program is expected to fill vacancies in the Program as quickly as possible. In the event that available vacancies cannot be filled in a timely manner via referrals from the City's homeless navigation team and/or homeless shelter provider, the City expects the provider to work with the City to identify other preferred referral sources (e.g., 211, Elk Grove Food Bank, Senior Center).

Occupancy of Project

The maximum occupancy of the Property shall not exceed two persons per bedroom, or the number permitted by the Zoning Code, Housing Code, or other applicable law or regulation in effect at the time, whichever is lower.

Length of Stay

The goal of the Program is to provide affordable housing with light supportive services to Qualifying Households to support them in sustainably and independently maintaining their housing or move-on to other permanent housing. The Program does not impose a maximum length of stay. The City expects leases to be written for a 12-month period but will consider lease lengths of no less than 30 days upon request of the service provider.

Property Management

The City expects the Property to be maintained in compliance with all housing codes. Highlights of management services at the Property include the following:

- Eligibility verification;
- Creating a policy and procedures plan for appropriate facilities management;
- Having a designated person on call for emergency maintenance services, available 24 hours a day, seven days a week, inclusive of holidays;
- Rent collection;
- Re-certify tenant income annually;

- Lease enforcement, written notices, and eviction prevention; and
- The awarded service provider shall:
 - Take a housing retention approach to lease enforcement, including, but not limited to, proactive engagement in collaboration with the City, conversations and meetings with tenants, and mediation strategies;
 - Provide written notice to tenants regarding issues that may impact housing stability including, but not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from property management, and conflicts with staff or other tenants;
 - Offer tenants who become delinquent in rent the opportunity to enter into a rent payment plan or referral to third party rent payment services; and
 - Provide notice to tenants of any actions related to the eviction process in accordance with all applicable laws.

Supportive Services

The City expects the service provider to provide housing-focused light case management services (“HLCM”) to all Qualifying Households. HLCM means the coordinated, holistic, and intensive provision of individualized services aimed at supporting Qualifying Households in maintaining their housing permanently. HLCM includes eligibility verification, periodic check-ins, guidance, referrals to relevant support services to maintain the housing, and the delivery of wrap-around services to address barriers to housing stability, such as financial management, employment, health, and social service needs.

Lease Agreement

The City expects each Qualifying Household will enter into a lease agreement prior to the Qualifying Household moving into the Property.

The lease agreement or participation agreement must clearly spell out the expectations for the Qualifying Household, including financial contribution or rent requirements, property rules, and terms and conditions of residing at the Property.

The Agreement shall not be executed by the service provider until it has been formally reviewed and approved by the City.

Data Management

The Program must maintain records related to Qualifying Households, including but not limited to, lease and/or participation agreements, demographic data, occupancy statistics, and data on Qualifying Households exited from the Program due to eviction or voluntary ending of tenancy (including reason exited and destination, if known). The service provider must provide these records to the City upon request and/or at the end of any agreement with the City.

The Program shall comply with all applicable laws related to these services, including, but not limited to, laws regarding privacy rights.

RFP SCHEDULE

The City anticipates the following schedule for reviewing submitted proposals:

RFP available	February 18, 2025
Questions/answers posted online	Weekly

Deadline for questions submissions	March 10, 2025, at 4:00pm PDT
Deadline for proposal submissions	March 21, 2025, at 4:00pm PDT
City Council selection of provider	May 14, 2025

The City may revise the schedule as needed.

Proposals received will be reviewed by staff. Staff may hold interviews with one or more proposers if deemed necessary.

GUIDELINES FOR PROPOSAL

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process and providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Respondents must submit one digital PDF copy to the Office of the Clerk **by March 21, 2025 at 4:00pm**. Proposals shall be addressed to the Office of the City Clerk at cityclerk@elkgrovecity.org, with a copy to Sarah Bontrager at sbontrager@elkgrovecity.org.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Sarah Bontrager
Housing and Public Services Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

The letter shall include the service provider's name, mailing address, telephone number, and email. The letter shall address the Proposer's understanding of the project, a brief description of their proposal, and any other information the Proposer has gathered. Include a statement discussing the Proposer's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter. The letter should identify a project lead who is responsible for answering any questions relevant to the proposal and has the responsibility relative to the project development and operation as relates to any City funding commitment.

2. Table of Contents

The Proposer shall insert a comprehensive table of contents denoting Sections 3 through 9 of the proposal as indicated below.

3. Qualifications and Experience

Describe the Proposer's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Proposer. List types and locations of similar work performed by the Proposer in the last five (5) years that best characterizes the quality and past performance. Include all entities responsible for implementing the project described herein, including the following elements:

- a. Identify key staff, including brief resumes that include length of time providing such services and contact information (including location, phone, and e-mail address). The proposal should indicate each team member's responsibility for project tasks. Identify the lead person who will be the primary liaison.
- b. For each example of similar work, the proposal shall include the names of all entities involved, budget, major sources of funding, services provided, project outcomes, contact person and phone number. At least two examples of recent, relevant projects shall be provided. The list should include the contact person, phone number, approximate funding received and funding sources.

The City may contact references as a part of the selection process and references will be asked to comment on work quality and performance.

4. Work Plan

The work plan must state the Proposer's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

Please include the following elements:

- a. Commitment to core principles, as outlined in the RFP;
- b. Experience with community outreach and engagement with other programs; and
- c. Plans for the following:
 - i. Program Operations
 - i. Staffing plan, including job descriptions for identified positions;
 - ii. Services to be provided on-site; and
 - iii. Program policies and procedures.
 - ii. Property Management
 - i. Process for verifying participant eligibility;
 - ii. Experience with filing and processing evictions;
 - iii. Maintaining the property;
 - iv. Policies for participants/tenants; and
 - v. A sample property management plan (desirable, but not required).

5. Conflict of Interest Statement

Any activities or relationships of the Proposer that might create a conflict of interest for the Proposer or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information

in support of the Proposer's qualifications.

7. Budget

This section should include the cost for requested services outlined in the Scope of Work and must specifically itemize the fees for the services. Proposers must provide an annual budget for operating the Program from May 1, 2025, to April 30, 2026. If the proposer would like to be eligible for the two one-year contract extensions, the proposer must provide a three-year budget.

Budgets for each must include the following income and costs, and may include other line items at the Proposer's discretion:

- a. Income of an amount equivalent to the low HOME rent for Sacramento County in the applicable year (currently \$2,479.50)
- b. Expenses for:
 - i. Personnel
 - ii. Furniture and bedding
 - iii. Supplies
 - iv. Cleaning and sanitation services
 - v. Landscaping
 - vi. Utilities (electricity, gas, water, sewer, trash, Internet)
 - vii. Maintenance
 - viii. Travel/mileage
 - ix. Indirect costs (at a maximum of 10%, unless the proposer has a HUD-approved indirect cost allocation plan with a higher rate)

Proposers should NOT include the following costs in their budget:

- Facility rental or lease costs
- Property tax, assessments, or HOA fees

No cost increases shall be passed onto the City after the proposal has been submitted.

8. Secretary of State

Proposer shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language below.

9. Professional Services Contract

Attached to the RFP (Attachment B) is a copy of the City's standard Professional Services Contract (Contract). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Proposers should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Proposer's response shall not be allowed after the selection of the Proposer. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS*
General Liability	\$1,000,000	\$2,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability	Non-Commercial Acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	Requirement extends 2 years past contract expiration

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.**

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

GENERAL POLICIES

Withdrawal or Modifications of Proposals

Any proposal may be withdrawn or modified by a written request signed by the Proposer and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Proposers are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection

The City reserves the right to accept any proposal, reject any and all proposals, and to call for new proposals or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

Proposal Evaluation and Award

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. Proposals shall be evaluated by staff and the members of the ad hoc committee on homelessness. The Council shall approve or deny any proposals after considering the recommendation of staff and the ad hoc committee.

A contract may be awarded to the responsible Proposer who best meets the City's needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Proposer if the successful Proposer refuses or fails to execute the contract. All Proposers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Proposer. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Register with the California Secretary of State

Unless Proposer is a sole proprietorship, Proposer must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Proposer and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Proposer. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>.

Disclosure of Submitted Materials

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received are subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

Waiver of Irregularities

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Proposer submitting any such non-compliant proposal, all in the City's sole discretion.

Local Vendor Preference

A bid or proposal from a local vendor for commodities, equipment, and general services will be tabulated as if it were five (5%) percent below the figure actually set forth in the bid or proposal, up to a maximum preference of Fifty Thousand and no/100th (\$50,000.00) Dollars per bid or proposal, to account for the financial advantages accruing to the City by the award of a bid to a local vendor. Bids or proposals submitted in response to this RFP will be evaluated on the basis of a local preference of five (5%) percent of the bid or proposal price.

"Local vendor" means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor for the purposes of Section 3.42.230 of this Code, the vendor shall submit with its bid or proposal a completed City-provided affidavit that documents the following: 1) the business has a facility with a City of Elk Grove address, 2) the business has, during at least one (1) year immediately preceding the submission of the bid or proposal, attributed sales tax to the City of Elk Grove, and 3) the business has had a City of Elk Grove business license for at least one (1) year prior to the submission of the bid or proposal. The affidavit can be obtained by accessing the Request for Proposal and Bids section of the City website, <http://www.elkgrovecity.org/community/request-for-proposal.asp>.

Background Checks of Service Provider's Employees

Service provider's employees who provide the services described in this RFP shall be required to complete a security and criminal history check.

Validity of Pricing

Proposers are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

Use of Other Governmental Contracts

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

Qualification/Inspection

Proposals will only be considered from Proposers normally engaged in providing the services specified herein. By responding to this RFP, the Proposer consents to the City's right to inspect the Proposer's facilities, personnel, and organization at any time, or to take any other action necessary to determine Proposer's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Proposers and/or to award a contract without conducting interviews.

Acceptance and Conditions

The services rendered in response to the RFP must comply fully with the terms of the RFP. The City will make payment only after the services rendered are reviewed and accepted as complete by the City.

Other Governmental Entities

If the Proposer is awarded a contract as a result of this RFP, the Proposer shall, if the Proposer has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

Payment Terms

Payment shall be made as set forth in the contract attached hereto as Attachment B. In submitting proposals under these specifications, Proposers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

Performance

It is the intention of the City to acquire services as specified herein from a Proposer that will give prompt and convenient service.

Term of Contract

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of one year, with the possibility of two one-year extensions. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments

If, in the course of the performance of the contract, Proposer or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Proposer or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the Contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Records

The Proposer shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Proposer shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Proposer shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

ATTACHMENTS

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

The following represent the principal selection criteria, which will be considered during the evaluation process:

Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size; experience working with public agencies; strength, stability, experience, and technical competence; assessment by client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Proposer's understanding of City's requirements; overall quality and logic of work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

Budget: Reasonableness and competitiveness of the budget proposed; adequacy of data in support of figures quoted basis on which rates and fees are quoted.

Review and Selection Process

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

Attachment B: Sample Professional Services Contract

CITY OF ELK GROVE



CONSULTANT CONTRACT FOR

Consultant's Name

Project

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20__, by and between City of Elk Grove, a municipal corporation (the "City") and _____, _____ (the "Consultant"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any exhibits 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.

B. Consultant 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 Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on _____, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to modify the Scope of Work and/or extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

3. SCHEDULE FOR PERFORMANCE

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City

Manager, or his/her authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

4. COMPENSATION

A. Consultant shall be paid monthly as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed _____ (\$00.00), without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

5. NOTICES

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

City of Elk Grove
Attn: City Attorney's Office
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. 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.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

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

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

17. STATE AND FEDERAL REQUIREMENTS

A. Community Development Block Grant Funding. Consultant acknowledges that services provided under this Contract will be paid for in part using funding received by the City as an entitlement grantee of the Government of the United States Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program authorized under Title 1 of the Housing and Community Development Act of 1974 and the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020. Consultant agrees to comply with all applicable provisions of Title 24, Subtitle B, Chapter V, Subchapter C, Part 570 (Community Development Block Grants) and Title 2, Subtitle A, Chapter II, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

B. Equal Opportunity and Nondiscrimination. Consultant agrees to comply with equal opportunity and nondiscrimination requirements applicable to the services provided hereunder including, but not limited to, Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Section 104(b), Housing and Community Development Act of 1974; Section 109, Housing and Community Development Act of 1977; Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Executive Order 11246, as amended by Executive Order No. 11375; Executive Order 11063, as amended by Executive Order 12259; Section 3, Housing and Urban Development Act of 1968; and Americans with Disabilities Act of 1990.

C. Organizational Documents and Standing. Consultant must be in good standing with the California Secretary of State and the California Attorney General's Registry of Charitable Trusts, if required by law to be registered. Consultant is required to obtain a System for Award Management (SAM.gov) Unique Entity ID and maintain an active registration in SAM throughout the Grant Period. Upon request, Consultant shall provide City with copies of its bylaws, articles of incorporation, tax identification number, and SAM Unique Entity ID.

D. Debarment and Suspension. Consultant hereby certifies that it is not a party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under

statutory or regulatory authority other than Executive Order 12549. Consultant further certifies that it shall not subcontract any of the services hereunder to any such party.

E. Audit Requirements. Consultant's financial management must meet the audit requirements specified in 2 C.F.R. § 200 Subpart F. Additionally, all transactions with CDBG monies are subject to federal audit.

F. Fiscal and Administrative Responsibilities. Consultant agrees to comply with the provisions of Title 2, Subtitle A, Chapter II, Part 200 of the Code of Federal Regulations (2 C.F.R. § 200 et seq.), as applicable, and all requirements and standards which include but are not limited to the following:

1. Pre-Federal award requirements and contents of Federal awards;
2. Post-Federal award requirements; and
3. Cost principles.

G. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Pursuant to 2 CFR §200.216, Consultant hereby certifies that the services do not involve the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

H. Prohibition against Payments of Bonus or Commission. The assistance provided under this Contract shall not be used in payment of any bonus or commission to obtain HUD or City approval of the application for such assistance or for additional assistance, or any other approval or concurrence required under this Contract, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other such services, rather than solicitation, are not prohibited if otherwise eligible as program costs.

I. National Program for Minority and Women-Owned Business Enterprises. Consultant agrees to comply with the provisions of Executive Orders 11625, 12432, and 12138 and take all reasonable steps to encourage participation of minority and women-owned business enterprises in work under this Contract, including any subcontracts.

J. Relocation and Acquisition. To the extent applicable, the Consultant agrees to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (42 U.S.C. § 4601 et seq.) and the regulations in Title 24, Subtitle A, Part 42 of the Code of Federal Regulations (24 C.F.R. §§ 42 et seq.), which may be amended from time to time.

K. Drug-Free Workplace. The Consultant shall comply with the Drug-Free Workplace Act of 1988 (final rule published on May 25, 1990) and City's policies and rules developed under the Act.

L. Protections for Whistleblowers. In accordance with 41 USC § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of

gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract or grant. Consultant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The list of persons and entities referenced in this section includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury;
7. City;
8. A management official or other employee of Consultant, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

M. Conflict of Interest. Contractor hereby certifies that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program, and no one with whom they have family or business ties, has any personal financial benefit, direct or indirect, in this Contract.

N. Certification Regarding Lobbying. Consultant hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Consultant, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Consultant, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned representative of the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned representative of the Consultant shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, agreements) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S.C. Title 31, Subtitle II, Chapter 13, § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

O. Political Activity. None of the Grant funds, materials, Real Property, Equipment, Supplies, or other property or services provided directly or indirectly under this Contract shall be used for any candidate for public office or for political activities.

P. Religious Activities. The Consultant agrees that Grant funds provided under this Contract will not be utilized for religious activities or to promote religious interests. In accordance with the federal regulations specified in Title 24, Subtitle B, Chapter V, Part 570, Subpart C of the Code of Federal Regulations (24 C.F.R. § 570.200(j)):

1. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the Activity. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

2. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

3. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part.

Q. General Federal Requirements. Consultant shall comply with all applicable federal Executive Orders, rules and regulations in the performance of this Contract, including, without limitation, the following:

1. Generally applicable federal environmental laws and regulations including, but not limited to, all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.). Any violations of this subsection shall be reported to Treasury and the Regional Office of the Environmental Protection Agency.

2. Executive Order 13042, 62 FR 19217 (April 18, 1997) relating to encouraging seat belt use in the United States.

3. Executive Order 13513, 74 FR 51225 (Oct. 6, 2009) relating to encouraging policies regarding distracted driving.

R. Disallowances of Program Costs by City or HUD. The Consultant agrees to indemnify and hold harmless the City from disallowances by HUD of program costs incurred by the Consultant which arise from the Consultant's performance of this Contract due to the Consultant's failure to meet a national objective of the CDBG Program pursuant to 24 C.F.R. § 570.200(a)(2), 24 C.F.R. § 570.208, and 24 C.F.R. § 570.483, or for failure to comply with CDBG/HUD regulations or City regulatory requirements as determined by the City or HUD. The Consultant agrees to promptly repay the City for all such disallowed costs incurred by the Consultant.

S. Required Provisions for Subcontracts. Any subcontract entered into by Consultant as a result of this Contract, regardless of amount, shall contain all of the provisions of this Section 17.

T. Permanent Local Housing Allocation Grant Funding. Consultant acknowledges that services provided under this Contract will be paid for in part using funding received by the City as an entitlement grantee of the California Department of Housing and Community Development (HCD) under the Permanent Local Housing Allocation Grant (PLHA) program authorized under Chapter 364, Statutes of 2017 (SB 2, Atkins) as authorized by Health and Safety Code (HSC) Section 50470, which created the Building Homes and Jobs Act and the PLHA program. Consultant agrees to comply with all applicable provisions of the PLHA Program, HSC Section 50470, and the requirements identified in the PLHA Guidelines issued by HCD. Consultant understands that the City has reporting and auditing obligations related to the use of PLHA funds and agrees to cooperate with the City in providing necessary information requested by the City in order for the City to meet such obligations.

18. REPRESENTATIONS

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

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

C. Consultant shall designate a project manager who at all times shall represent Consultant before 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 City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

19. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

20. ASSIGNMENT AND SUBCONTRACTING

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from 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 City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

21. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

22. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. 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 Consultant or its employees, agents, contractors or subcontractors.

23. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any

and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant’s failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

24. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS*
General Liability	\$1,000,000	\$2,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability	Non-Commercial Acceptable		
Work Comp Employer’s Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	Requirement extends 2 years past contract expiration

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.**

This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

25. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

26. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

27. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

28. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

29. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

30. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or

other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

31. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this ____ day of _____, 20__, by the Parties as follows:

Approved to as form:

CONSULTANT

By: _____
Attorney for Consultant

By: _____
Name/Title

Approved as to form:

CITY OF ELK GROVE

By: _____
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest to:

By: _____
Jason Lindgren, City Clerk

Dated: _____

EXHIBIT A

Scope of Work

EXHIBIT B

Schedule of Performance

EXHIBIT C

Compensation and Method of Payment

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:
 - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury, property damage, and personal and advertising injury liability.
 - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
 - c. Claims-made coverage is not acceptable.
 - d. Coverage cannot exclude physical abuse or molestation.
 - e. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Aggregate:	Two Million Dollars (\$2,000,000)
 - f. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, premises owned, occupied, or used by Consultant, or automobiles leased, hired, or borrowed by Consultant on a separate endorsement acceptable to the City.
 - g. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
 - h. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
 - i. Provision or endorsement stating that for any claims related to this contract, Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of automobiles.
 - b. Non-commercial policies are acceptable.
3. Worker's Compensation:
 - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than the statutory requirements.
 - c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
4. Errors and Omissions; Malpractice; Professional Liability:
 - a. Errors and omissions, malpractice, or professional liability insurance sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract.
 - b. The limits of liability shall not be less than:

Each occurrence or claim:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
 - c. Both occurrence and claims-made policies are acceptable. Upon termination of this Contract the same insurance requirements in this section will apply for a two (2) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.
5. Acceptability of Insurers: Insurance is to be placed with insurers with **a Bests' rating of no less than A:VII**.
6. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
7. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its

behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

8. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
9. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
10. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.
11. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
12. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
13. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT E

Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is 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 Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____