



**REQUEST FOR PROPOSAL NO. 2020-02**

**PROFESSIONAL SERVICES FOR THE FACILITATION OF**

**STRATEGIC PLANNING WORKSHOPS AND DEVELOPMENT**

**OF A STRATEGIC PLAN 2020-30**

**SUBMITTALS:**

Three (3) bound copies and one (1) electronic PDF file on a flash drive of the proposal in sealed envelope(s) must be received by the City of Rosemead’s City Clerk’s Office by no later than **10:00 a.m. on Thursday, February 6, 2020.**

**CONTACT PERSON:**

Daisy Guerrero, Management Analyst  
City of Rosemead  
8838 E. Valley Boulevard  
Rosemead, California 91770  
(626) 569-2102  
[dguerrero@cityofrosemead.org](mailto:dguerrero@cityofrosemead.org)

**PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL NOT BE CONSIDERED. FACSIMILE AND E-MAIL PROPOSAL WILL NOT BE ACCEPTED.**

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- INQUIRIES:** Direct questions for clarification on Request for Proposal documents to Daisy Guerrero, Management Analyst at (626) 569-2102 or [dguerrero@cityofrosemead.org](mailto:dguerrero@cityofrosemead.org)
- MODIFICATIONS:** Any modification of this Request for Proposal will be provided to consultants who request notification of any modifications.
- ISSUANCE DATE:** **Monday, January 13, 2020**

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## A. INTRODUCTION

Through this Request for Proposal (“RFP”) and evaluation process, the City of Rosemead is seeking a qualified consultant to provide professional services to facilitate workshops and develop a strategic plan for the City of Rosemead. The objective of the development of a strategic plan is to provide a roadmap that is consistent with the City Council’s vision to identify best practices and continuous improvement strategies to improve efficiencies and enhance both internal and external operations and customer service in a manner that adapts to the ever changing and evolving long term goals of the City. The required services and performance conditions are described in the Scope of Services section.

## B. BACKGROUND

The City of Rosemead is organized under the City Council/City Manager form of government with six departments and approximately 50 full-time employees. The City of Rosemead is a cost-conscious provider of outstanding public services to its residents and local businesses mostly relying on the contract services model since its incorporation in 1959. The City Council desires to meet to identify its goals for the upcoming fiscal years. The goals identified help dictate the budget priorities and objectives included in the annual operating budget. Over the past 10 years, these goals have focused on financial sustainability, providing public safety, improving environmental stewardship and economic development, and beautify residential neighborhoods and commercial corridors.

The City of Rosemead is a suburb located in the San Gabriel Valley, 10 miles east of downtown Los Angeles. It is bounded on the north by the cities of Temple City and San Gabriel, on the west by Monterey Park, Alhambra, and the unincorporated Los Angeles County community of South San Gabriel, on the south by Montebello, plus by El Monte and South El Monte on the east. The City is 5.5 square miles (2,344-acres) in size.

Rosemead is a working-class suburb with a diverse population base. According to the 2010 Census, the City had a population of 53,764. The estimated makeup of the City was 4.7% White, 0.3% African American, 60.3% Asian, 33% Hispanic/Latino (of any race), and 0.7% Non-Hispanic Other. As a substantially built-out city, Rosemead only added 259 residents to its population during the last decade (2000-2010).

## C. SCOPE OF SERVICES

The long-term strategic plan is intended to be the City’s outline of strategic issues, goals, and priorities for the future. The Consultant will assist the City Council and staff to develop a cohesive and relevant 10-year (with a review every two (2) years) strategic plan document that:

- 1. Provide the City with professional services and dedicated personnel to perform the following services:**
  - Facilitation of Strategic Plan/Community Engagement Event(s)/Goal Setting Workshops:
    - Plan a community engagement event(s) to receive feedback from the community to help determine the services needed in our City.

- Consultant's shall demonstrate an understanding of the City's mission and vision and assist with developing a strategy that will help accomplish the services needed.
- Initial planning of meetings with City Manager, City Council, and City Staff.
- Facilitate half day workshops for City Council and Staff.
- Evaluate the services the City currently provides.
- Outlines findings related to the strategic plan work undertaken and provides recommendations based on these findings.
- Provides the method and timeline for plan updates and revisions. (A strategic plan cycle and a recommended scheduled, strategies, tactics, and actions necessary to implement the recommendation).
- Identifies the City's major strategic issue areas, including a defined goal for each area as well as outline of associated priorities for achieving those goals.
- Provides methods for implementing and measuring recommended goals and objectives.
- Evaluates and categorizes current City Council priorities into each identified strategy and assist in the development of new priorities as needed.
- Transforms the conceptual goals of the visioning process into realistic, achievable targets.
- Develops a clear and concise mission and vision for the organization that reflects the community's current and future needs and identifies the challenges the organization can expect to face and should prepare for in the future.
- Follow-up meetings with City Council and Staff to review results.
- Preparation of final report.
- A recommended final Strategic Plan document that includes an implementation plan with benchmarks or milestones that measure the City's progress.
- Presentation to the City Manager, City Council, and City Staff at a City Council meeting.

## **D. TIME, PLACE, AND METHOD FOR PROPOSAL SUBMISSION**

The City must receive three (3) sets of proposals from interested consultants no later than **10:00 a.m. on Thursday, February 6, 2020**. Please submit all proposals to:

**Request for Proposal – Professional Strategic Planning Services**

**ATTN: Ericka Hernandez, City Clerk**

City of Rosemead | City Clerk's Office

8858 E. Valley Blvd.

Rosemead, CA 91770

**Electronic, faxed, or late proposals will not be considered.**

## **E. PROPOSED TERM OF CONTRACT**

The City is seeking to have the scope of services completed and the delivery of a draft report and recommendations within one hundred eighty (180) days of the execution of the contract, and a final report and presentation within six (6) months from the date of the award.

## F. SUBMITAL DEADLINES

Below is the tentative RFP scheduled, subject to change:

RFP SUBMITTAL INFORMATION	DEADLINES
RFP Available	January 13, 2020
Deadline for submittal of Questions	January 30, 2020
Staff Responses to Questions	February 3, 2020
Deadline for submittals of Proposal	February 6, 2020
Mandatory Interviews	Week of February 10 or 17 (Tentative)
Agreement Presented to Council	February 25, 2020 (Tentative)

## G. PROPOSER QUALIFICATIONS

1. The City requires proposals submitted by primary consultants only. The consultant will have complete and exclusive responsibility for satisfying all City conditions and requirements at all times during the life of the agreement. Any subcontractors mentioned in the RFP and/or used in the implementation of the Agreement will have no formal relationship with the City.
2. Primary consultant must have experience in providing similar work in at least three similar organizations.
3. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's relevant qualification and experience.

## H. AWARD OF CONTRACT

Staff, led by the City Manager, will evaluate the proposals and make their recommendation to City Council for approval. Consultants may be asked to make oral presentations to supplement their proposals. Proposals will be selected in accordance with the City's purchasing policy on Professional Services where selection is not bound by the lowest bid but made in the sole discretion of staff and City Council.

Proposals must be guaranteed by the Contractor for 60 days after the quote opening on **Thursday, February 6, 2020**.

It is anticipated that a standard agreement contract will be signed subsequent to City Council review and approval of the recommended consultant.

## I. RIGHT TO REJECT QUOTES

The City reserves the right to reject any or all proposals or portions of any or all proposals. Non-compliance with any of the conditions and instructions stated herein may result in the rejection of the proposal.

## **J. INFORMATION TO BE SUBMITTED**

Prospective Consultants must submit three bound copies and one electronic copy of their proposal. The electronic copy must be in searchable PDF format.

### **1. Proposal Summary:**

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them. Limit this section to a total of one to three pages including the separate sheet with contact personnel.

### **2. Profile of the Proposing Consultant:**

This section shall include a brief description of the Consultant's size as well as the proposed local organizational structure. Include a discussion on the Consultant's financial stability, capacity, and resources. If applicable, include all other consultants participating in this Proposal, including similar information about the consultant/subcontractors.

Additionally, this section shall include a listing of any relevant lawsuit and/or subcontractors' litigation and the result of that action resulting from (a) any public project undertaken by the Consultant or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Consultant or its insurers within the last five years.

### **3. Qualifications of the Consultant:**

This section shall include a brief description of the Consultant's qualification and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) and private sector (maximum of two) that includes a summary of the work performed, the total project cost, the percentage of work the Consultant was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Consultant's adherence to the schedule and budget for each project.

### **4. Work Plan/Proposed Approach:**

In this section, present a well-conceived service plan. This section of the proposal shall establish the Consultant's understanding of the City's objectives and work requirements and the Consultant's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the required service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for transition to full operation. Describe related service experience by both the Consultant and any subcontractors in similar work. Please describe the role, extent of services (number of people used or saved, engagement duration, and contract value).

### **5. Staffing:**

In this section, discuss how the Consultant would propose to staff the service described in the Scope of Work section. Proposed key personnel shall be identified by name, specific responsibilities, and their qualifications. Include a current resume and position description for each of the proposed support technicians. Proposed key personnel will be an important factor considered. There can be no change of key personnel once the proposal is submitted, without prior approval from the City.

## **6. Proposed Innovations:**

The Consultant may also suggest procedural innovations that have been used successfully on other engagements and that may provide the City with better outcomes. In this section discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City's assessment of the Proposal. Focus primarily on cost saving or efficiency-enhancing innovations. Include any performance-measuring matrix proposals as well.

## **7. Proposal Costs Sheet and Rates:**

In this section include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in an agreement with the City. Include the costs for extra after-hours services or any other services that are considered optional additions.

## **K. UNDERSTANDING OF REQUIREMENTS**

All proposals accepted by the City must be signed by an authorized representative of the consultant. The submission of a signed proposal will be interpreted to mean that the company has thereby agreed to all conditions, instructions, descriptions and specifications contained herein. All samples submitted by the consultant in support of its quote shall become the property of the City.

## **L. QUESTIONS/CLARIFICATIONS**

Please email any questions regarding this RFP to Daisy Guerrero, Management Analyst, with the subject line "City of Rosemead Strategic Plan RFP Questions" at [dguerrero@cityofrosemead.org](mailto:dguerrero@cityofrosemead.org). Questions must be received by **6:00 p.m. on Thursday, January 30, 2020**. All questions received prior to the deadline will be collected and responses will be posted to the City's website by **6:00 p.m. on Monday, February 3, 2020**.

## **M. INSURANCE**

The City will require the successful Proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See ATTACHMENT B: INSURANCE for more information on the City's insurance requirements.

## **N. PROFESSIONAL SERVICES AGREEMENT**

The City will require the successful Proposer to execute a professional services agreement with the City. Please review Attachment A: PROFESSIONAL SERVICES AGREEMENT SAMPLE and identify any questions or areas of concern in your response to the City.

## **O. CITY'S RESPONSIBILITY**

Upon awarding of the contract, the City shall provide the selected consultant with any pertinent ordinances and resolutions or any other information mutually agreed upon that will assist the consultant with the completion of the contract requirements.

## **P. PROPOSAL EVALUATION AND CRITERIA**

Proposals will be evaluated on the proposer's ability to provide services that meet the requirements set forth in this RFP. The City reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements. The proposer shall furnish such information and data for this purpose as the City may request, at no cost to the City. Interviews and presentations by one, several, or all of the proposers submitting a proposal may be requested if deemed necessary to fully understand and evaluate the proposer's capabilities and qualifications.

The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation. The final selection of the consultants will be based on the following criteria:

1. Narrative describing methodology and protocols.
2. Understanding the scope of services.
3. Quality of proposal.
4. Ability of the consultant to provide the full range of requested services.
5. Demonstrated professional skills and credentials of staff to be assigned to this agreement.
6. Related experience and expertise.
7. Consultant's ability to execute the contract in a timely manner.
8. References.
9. Cost as compared to related service requirements (lowest cost will not be the sole determining factor).

The award of a contract will be based on a combination of the aforementioned criteria and costs.

## **Q. DISCRETION AND LIABILITY WAIVER**

1. Proposers shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and may be rejected in the City's discretion.
2. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.
3. Proposers shall prepare and develop proposals at their sole cost and expense.
4. The City makes no representations of any kind that an award of a contract will be made as a result



of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.

5. Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.
6. A proposal may be modified or withdrawn in person at any time before the scheduled due date, provided a receipt for the withdrawn proposal signed by the proposer's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.
7. The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project.
8. The City may, in the evaluation of proposals, request clarification from proposers regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
9. By submitting a proposal in response to this RFP, the consultant accepts the evaluation process, acknowledges and accepts that determination will require subjective judgments by the City, and waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.
10. The City of Rosemead expects the highest level of ethical conduct from proposers, including adherence to all applicable laws and local ordinances regarding ethical behavior.
11. If an agreement cannot be reached with the highest ranked proposer, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest ranked proposer.
12. Finalists in the selection process may be asked to attend an interview once the RFP process is complete.
13. Acceptance of any proposal is contingent upon the proposer's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City's Municipal Code.

**All proposals submitted shall be binding for 90 days from the date of submittal.**

**ATTACHMENT A**  
**(DRAFT)**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF ROSEMEAD**  
**AND**  
**CONSULTANT**

This PROFESSIONAL SERVICE AGREEMENT (PSA) (“AGREEMENT”), is made and effective as of [Insert date], between the (“AGENCY”) [Insert agency name], a municipal corporation and [Insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] (“CONSULTANT”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. TERM**

This AGREEMENT shall commence on [Insert date] and shall remain and continue in effect until tasks described herein are completed, but in no event later than [Insert date] unless sooner terminated pursuant to the provisions of this AGREEMENT.

**II. SERVICES**

CONSULTANT shall perform the tasks described and set forth in EXHIBIT A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in EXHIBIT A. To the extent that EXHIBIT A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

**III. PERFORMANCE**

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

**IV. AGENCY MANAGEMENT**

Agency’s [Insert title] shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency’s Manager shall be authorized to act on AGENCY’s behalf and to

execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

**V. PAYMENT**

- A. The AGENCY agrees to pay CONSULTANT on a quarterly basis, in accordance with the payment rates and terms and the schedule of payment as set forth in EXHIBIT B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars (\$\_\_.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

**VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon

termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

**VII. DEFAULT OF CONSULTANT**

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

**VIII. OWNERSHIP OF DOCUMENTS**

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the

CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

## **IX. INDEMNIFICATION AND DEFENSE**

### **A. Indemnity**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

### **B. Duty to defend**

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## **X. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in EXHIBIT C attached to and part of this AGREEMENT.

**XI. INDEPENDENT CONSULTANT**

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

**XII. LEGAL RESPONSIBILITIES**

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

**XIII. UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

**XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement

or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

**XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY’s prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered “voluntary” provided CONSULTANT gives AGENCY notice of such court order or subpoena.
  
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request (“Discovery”), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY’s right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

**XVI. NOTICES**

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY:

[Insert agency]

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

Attention: City Clerk

To CONSULTANT:

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

**XVII. ASSIGNMENT**

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days’ notice prior to the departure of [Insert name] from CONSULTANT’s employ. Should he/she leave CONSULTANT’s employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT’s sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

**XVIII. LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

**XIX. GOVERNING LAW**

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

**XX. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining



to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material.

**XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

CONSULTANT is bound by the contents of AGENCY’s Request for Proposal, EXHIBIT “D” hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, EXHIBIT “E” hereto. In the event of conflict, the requirements of AGENCY’s Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT’s proposals. The incorporation of the CONSULTANT’s proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

**XXII. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CONSULTANT**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Consultant Name)

\_\_\_\_\_  
(Title)

**CITY OF ROSEMEAD**

\_\_\_\_\_  
Gloria Molleda, City Manager

**ATTEST:**

\_\_\_\_\_  
Ericka Hernandez, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

EXHIBITS:	EXHIBIT A	Scope of Services
	EXHIBIT B	Payment Schedule
	EXHIBIT C	Insurance Requirements
	EXHIBIT D	Consultant’s Request for Proposal

## **EXHIBIT A**

### **CITY OF ROSEMEAD – SCOPE OF SERVICES**

**1. Provide the City with professional services and dedicated personnel to perform the following services:**

- Facilitation of Strategic Plan/Community Engagement Event(s)/Goal Setting Workshops:
  - Plan a community engagement event(s) to receive feedback from the community to help accomplish the services needed.
  - Consultant's shall demonstrate an understanding of the City's mission and vision and assist with developing a strategy that will help accomplish the services needed.
  - Initial planning of meetings with City Manager, City Council, and City Staff.
  - Facilitate half day workshops for City Council and staff.
  - Evaluate the services the City currently provides.
- Outlines findings related to the strategic plan work undertaken and provides recommendations based on these findings.
- Provides the method and timeline for plan updates and revisions. (A strategic plan cycle and a recommended scheduled, strategies, tactics, and actions necessary to implement the recommendation).
- Identifies the City's major strategic issue areas, including a defined goal for each area as well as outline of associated priorities for achieving those goals.
- Provides methods for implementing and measuring recommended goals and objectives.
- Evaluates and categorizes current City Council priorities into each identified strategy and assist in the development of new priorities as needed.
- Transforms the conceptual goals of the visioning process into realistic, achievable targets.
- Develops a clear and concise mission and vision for the organization that reflects the community's current and future needs and identifies the challenges the organization can expect to face and should prepare for in the future.
- Follow-up meetings with City Council and staff to review results.
- Preparation of final report.
- A recommended final Strategic Plan document that includes an implementation plan with benchmarks or milestones that measure the City's progress.
- Presentation to the City Manager, City Council, and City Staff at a City Council meeting.

**EXHIBIT B**

**PAYMENT SCHEDULE**

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

*Note: Verify minimum limit for each coverage with Risk Manager.*

**General liability insurance.** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

*Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.*

**Workers' compensation insurance.** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

#### Other provisions or requirements

**Proof of insurance.** CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with

AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the contract insurance 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 CONSULTANT, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

**Agency's right to revise specifications.** The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

**Timely notice of claims.** CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

#### **EXHIBIT D**

**CONSULTANT’S REQUEST FOR PROPOSALS**

**ATTACHMENT B**



**CITY OF ROSEMEAD – DISTRIBUTION LIST**

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