

TOWN OF LOOMIS  
ORGANIZATIONAL ASSESSMENT  
REQUEST FOR PROPOSAL (RFP)  
TO PROVIDE ORGANIZATIONAL AND STAFFING ASSESSMENT



Issued on: July 22, 2024

Proposal responses due: August 19, 2024, by 5:00 pm

Town of Loomis—Town Hall  
Attention: Wes Heathcock, Town Manager  
[wheathcock@loomis.ca.gov](mailto:wheathcock@loomis.ca.gov)  
3665 Taylor Road, Loomis, CA 95650

## TABLE OF CONTENTS

1	SECTION I – OVERVIEW OF PROCESS .....	1
1.1	BACKGROUND .....	1
1.2	TOWN OVERVIEW.....	1
1.3	INSTRUCTIONS.....	1
1.4	PURPOSE OF THE RFP .....	1
1.5	RFP SCHEDULE .....	2
1.6	SELECTION CRITERIA.....	2
1.7	PROJECT BUDGET .....	2
1.8	SCOPE OF SERVICES.....	2
1.9	DELIVERABLES.....	3
1.10	PROJECT SCHEDULE.....	3
1.11	QUESTIONS AND INQUIRIES .....	3
2	SECTION II – SUBMITTAL REQUIREMENTS.....	3
2.1	PROPOSAL FORMAT REQUIREMENTS .....	3
2.1.1	Cover Letter.....	4
2.1.2	Proposal.....	4
2.1.3	Cost Proposal.....	5
2.2	SUBMITTAL INSTRUCTIONS .....	5
3	SECTION III – EVALUATION OF RESPONSES .....	6
3.1	SELECTION PROCESS.....	6
3.2	EXAMINATION OF PROPOSAL DOCUMENTS .....	7
4	SECTION IV – LIST OF ATTACHMENTS.....	9
4.1	SAMPLE CONTRACT .....	9
5	SECTION V – LIST OF EXHIBITS .....	23
5.1	SCOPE OF SERVICES.....	23
5.2	PROPOSER’S CERTIFICATION .....	26

# REQUEST FOR PROPOSALS FOR THE TOWN OF LOOMIS

## ORGANIZATIONAL AND STAFFING ANALYSIS

### 1 SECTION I – OVERVIEW OF PROCESS

#### 1.1 BACKGROUND

The Town of Loomis invites proposals from qualified firms to assess the Town's organizational for organizational structure and staffing needs. The Town seeks to understand the extent to which the departments within the organization are positioned to meet the Town's and community's needs.

#### 1.2 TOWN OVERVIEW

The Town of Loomis is located in southern Placer County, approximately ten miles west of Auburn, and adjacent to City of Rocklin to the west. Loomis has a population of about 6,800 residents and an area of 7.0 square miles. Most of the town is comprised of large rural residential lots. The old historic town center with its robust historic central business district and quaint residential neighborhoods, provides its small-town identity.

The Town of Loomis is a general law Town with a Council-Town Manager form of government. Legal services for the Town are provided by an independent contractor. Police services are provided under a contract with the Placer County Sheriff's Department, and Fire Services are provided by the South Placer Fire District (SPFD). Water and sewer services are provided by the Placer County Water Agency (PCWA) and the South Placer Municipal Utility District (SPMUD) respectively.

#### 1.3 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the Town. No oral interpretations or answers shall bind the Town unless confirmed by the Town in writing.

#### 1.4 PURPOSE OF THE RFP

The Town of Loomis is responsible for ensuring that the quality of life for its citizens is achieved through the services provided by the departments within the organization. The Town is comprised of 6 departments: Engineering, Public Works, Planning, Finance, Library, and Administration. Code

Enforcement and Building Department are contracted services administered under the Administration Department with a total of 16 fulltime employees.

The selected firm will provide an analysis of the policies, procedures, management, and operations of the Departments. This analysis will produce findings that answer the following questions:

- What organizational structure best suits the needs of the Town?
- Do the job descriptions and personnel knowledge meet the needs of the department/organization?
- Are there tools or programs that could be used by departments to increase efficiency?
- Are there adequate staffing levels?

## 1.5 RFP SCHEDULE

RFP Released by the Town.....	July 22, 2024
Deadline for Final Questions.....	August 5, 2024
Town Responses to Written Questions.....	August 9, 2024
Proposal Submission Deadline.....	August 19, 2024 at 5:00 pm
Interviews as needed.....	Week of August 26, 2024
Contract Negotiations.....	September 2, 2024
Council meeting to award contract.....	September 10, 2024

## 1.6 SELECTION CRITERIA

The ideal firm will have experience in conducting organizational assessment and classification analysis to provide a comprehensive assessment of the organization function and provide recommendation for individual and organization wide improvements. Greater details about the selection process is in Section 3 of this RFP.

## 1.7 PROJECT BUDGET

The budget for this project is between \$50,000 to \$75,000. The cost proposal (section 2.1.3) will not be a determining factor in the identification of a preferred proposer. A preferred proposer will be identified based on factors that are discussed in Section 3 of this RFP. A proposer's cost proposal will be used only during contract negotiations.

## 1.8 SCOPE OF SERVICES

This organizational assessment will include the following items:

- Organizational Assessment of the Town of Loomis departments functionality
- Organizational Assessment of the job descriptions
- Organizational Assessment of the staff knowledge of duties and responsibilities

- Organizational Assessment of staff professional developmental needs
- Organizational Assessment of staffing level needs

A full Scope of Services can be found in Attachment 5.1.

## 1.9 DELIVERABLES

At the completion of the assessment, the selected firm will be required to provide an Executive Summary, a Final Report, and an Implementation Plan. The selected firm should also assume there will be a presentation to Town Council of the findings. A complete list of Deliverables can be found in the Scope of Services, attachment 5.1.

## 1.10 PROJECT SCHEDULE

The timeframe for project completion from date awarded to submission of Final Report is 180 days. The Town is open to considering alternative time frames. A comprehensive project schedule must be attached to the proposal.

## 1.11 QUESTIONS AND INQUIRIES

All questions and inquiries must be submitted via email to Wes Heathcock at [wheathcock@loomis.ca.gov](mailto:wheathcock@loomis.ca.gov). The deadline to submit questions is August 5, 2024. One comprehensive response to all submitted questions will be posted to Town website at <https://loomis.ca.gov/departments/town-manager/>.

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

# 2 SECTION II – SUBMITTAL REQUIREMENTS

## 2.1 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing firm wishes to include that is not specifically requested should be included in an appendix to the proposal.

Firms are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations, or provisions attached to a proposal may render the proposal non-responsive and may cause its rejection.

The proposal should be bound or contained in a loose-leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with the section as specified below.

The following items are required in the Proposal:

### 2.1.1 Cover Letter

The Cover Letter must include the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number and Email Address
- A statement that the submitting Firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

### 2.1.2 Proposal

**SECTION A: Firm's Qualifications** – Describe your experience and provide a statement of your firm's qualifications for performing the requested services. Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to these services, including length of service with the firm and the qualifications/experience of any sub-contractor staff on your project team.

**SECTION B: Experience and References** – Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Include the contract amount, final cost, time to completion, and identify if the contract is active. Describe any other facets of the Firm's experience that are relevant to this proposal that warrants consideration.

**SECTION C: Services Understanding** – Based on the available information, supplemental research, field observations, and experience with similar services, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the Town's stated goals. Include any issues that you believe will require special consideration. Also identify any unique approaches or strengths that your firm may have related to the services proposed. Town staff will assess your understanding of all aspects of the services based on your narrative.

**SECTION D: Project Timeline and Work Plan** – Provide a timeline of project completion, including meetings, major milestones, and deliverable dates. Describe the Firm's process to provide operational review, organizational assessment and recommendations. Include a description of Firm's ability to provide the services requested in the Scope of Services Attachment 5.1. Provide a specific methodology that recommends and justifies the level of detail to be included in the proposal in response to the scope of services.

**SECTION E: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:

- The absence of a conflict of interest. Consultants submitting a proposal must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the

firm, management, or employees of the firm relative to the services to be provided under the Agreement. Consultant must disclose any real or apparent conflict of interest associated with this project or with working for the Town of Loomis. If a Consultant has no conflicts of interest, a statement to that effect shall be included in the Proposal.

- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary.
- Proposer's Certification (5.2)

**SECTION F: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (attachment 4.1). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the Town's determination of whether it is possible to successfully negotiate a contract with your firm.

**SECTION G: Competency of Proposers** – The Town wants to ensure that the successful Firm has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

### 2.1.3 Cost Proposal

**The cost proposal shall be submitted in a separate sealed envelope identified by the name of the firm and "Cost Proposal".**

Provide an hourly rate schedule, including any applicable prevailing wage rates, for all proposed services to be provided to the Town, set forth by the position/title of the person performing the services. Define any reimbursable expenses requested to be paid by the Town.

Points will not be awarded toward the Firm selection based on the hourly rate schedule for proposed staff.

The cost proposal will remain sealed. Only when a firm has been selected will that firm's cost proposal be opened. The cost proposal will be used as a basis of negotiation for a professional services agreement with the highest ranked firms. The cost proposal may be used by the Town to adjust its project budget prior to executing a professional services agreement. If an agreement is not completed with a firm, the next highest ranked firm will be given the opportunity to negotiate an agreement.

## 2.2 SUBMITTAL INSTRUCTIONS

Your submittal package shall include the following:

- One (1) original and three (3) printed copies of your proposal not including the cost proposal; and
- One (1) electronic copy of your proposal, not including the cost proposal, in PDF format on flash drive or other electronic media.

- One (1) cost proposal that shall be submitted in a separate sealed envelope identified by the name of the firm and “Cost Proposal”

Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel.

Proposals shall be submitted ONLY to:

Town of Loomis—Town Hall

Attention: Wes Heathcock, Town Manager

3665 Taylor Road, Loomis, CA 95650

Faxed and/or emailed proposals will **not** be accepted.

The Town shall not be responsible for proposals delivered to a person or location other than that specified herein. Postmarks will not be accepted, and proposals received after the deadline date and time will not be accepted or considered. No exceptions. The Town reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity. All costs associated with proposal preparation shall be borne by the proposer.

### 3 SECTION III – EVALUATION OF RESPONSES

#### 3.1 SELECTION PROCESS

Award of the RFP shall be made to the responsible proposer(s) whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the Town after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. Proposals shall be scored according to the criteria stated in the RFP section 3.2.

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

Should the Town elect to conduct interviews with any proposers although not anticipated, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Communication Style, b) Experience/ Quality, c) Ability to meet the Town’s required services.

One or more Firms may be selected. The Town reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Firm might propose.



Contracts will be negotiated with the Firm(s) considered best meeting the Town’s need for this project. In the event a mutually satisfactory contract cannot be negotiated with one of the Town’s choices, negotiations may be terminated.

The selected Firm(s) will be required to execute a Town prepared contract as provided in Attachment 4.1. The contract may further refine the scope of services and will provide for the terms and conditions of employment.

The award of any contract is expressly contingent upon Town approval and the availability of funds.

The Town reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

The Town reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected for any proposer who does not comply with the Town’s request for clarification.

Once a decision has been made to award the contract, then a formal notice of the intent to award it to the recommended proposer(s) shall be made by the Town.

A Town of Loomis business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

### 3.2 EXAMINATION OF PROPOSAL DOCUMENTS

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s):

Evaluation Criteria	Weight
Experience and qualifications of firm (per Section 2.1.2, A & B)	50%
Understanding of the Services Proposed – Proposed Services Plan (per Section 2.1.2, C & D)	35%
Completeness of proposal and any supporting documents	15%

Each candidate submitting a response to this Request for Proposals acknowledges and agrees that the preparation of all materials for submittal to the Town and all presentations, related costs and travel

expenses are at the candidate's sole expense. In addition, each Firm acknowledges and agrees that all documentation and/or materials submitted in response to this request shall remain the property of the Town.

The Town also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. The selection committee will make a recommendation to the approving authority.

## 4 SECTION IV – LIST OF ATTACHMENTS

### 4.1 SAMPLE CONTRACT

#### CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2024, by and between the TOWN OF LOOMIS (“Town”), and \_\_\_\_\_ (“Consultant”).

WITNESSETH:

WHEREAS, the Town is in need of grant writing services;

WHEREAS, the Consultant has presented a proposal for such services to the Town, dated June 7, 2024, (attached hereto as **Exhibit “A”**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree 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 completion of the services described in the Scope of Work, attached hereto and incorporated herein by this reference as **Exhibit “A”**. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

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

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

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of **one year** from the execution date the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

## 3. COMPENSATION:

A. The Consultant shall be paid **monthly** for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed **xxxxxx (\$xxxxx)**, without Town's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit "C"**.

B. Said amount shall be paid upon submittal of periodic billings [showing completion of the tasks that month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the **monthly** billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

## 4. TERMINATION:

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

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

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

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

## **5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

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

## **6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

## **7. PROPERTY OF TOWN:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property rights therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the 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 the Town which is in the Consultant's possession.

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 (the "Work") 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 the Town. The reuse of any of the materials or documents

described in Paragraph 7.A by the Town on any other project without the written permission of the Consultant, shall be at the Town's sole risk and the Town agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the Town or by others acting through the Town. The Consultant is not responsible, and liability is waived by the Town against the Consultant for use by the Town of any data, reports, plans or drawings not signed by the Consultant.

## **8. COMPLIANCE WITH ALL LAWS:**

A. 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.

B. Consultant warrants to the Town that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

## **9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "B"** 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 in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

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

**10. SUBCONTRACTING:**

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

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict-of-interest code and as directed by the Town.

**13. 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 the Town, except by court order.

**14. 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 the Consultant's profession and shall

be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town 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.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

Consultant shall protect, hold free and harmless, defend and indemnify the Town, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify the Town, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the Town.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining and shall maintain in



force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

1. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Town.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Town.

F. The requirement as to types, limits, and the Town'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.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until twelve (12) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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

Town: Town of Loomis  
P.O. Box 1330  
Loomis, CA 95650

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Placer County, California, regardless of where else venue may lie.

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

I. This Contract may be signed in counterparts and may be signed electronically. By signing this document in electronic form, the parties agree that this Contract may be transmitted and signed electronically by all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California law and regulations, including but not limited to Civil Code section 1633.7.

[Signatures on following page]

TOWN OF LOOMIS

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

Title: Town Manager

ATTEST:

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

Deputy Town Clerk

APPROVED AS TO FORM:

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

Jeffrey Mitchell, Town Attorney

CONSULTANT

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

Title:

EXHIBIT A

Consultant Proposal/Scope of Work

EXHIBIT B

Schedule of Performance

EXHIBIT C  
Schedule of Fees

EXHIBIT \_\_

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

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

CONTRACTORS

By: \_\_\_\_\_  
[Title]

END OF SAMPLE CONTRACT



## 5 SECTION V – LIST OF EXHIBITS

### 5.1 SCOPE OF SERVICES

The Firm shall work closely with staff within each department to gain an understanding of the operations, organizational structure and staff functions, and to identify the most efficient manner to deliver both public and internal services. The Study will require an objective assessment of all departments' capabilities. The Firm will provide recommendations supported by best practices or evidence-based operational practices. The Town shall provide all documents and information within its power, including but not limited to class specifications, organizational charts, and other relevant documents.

Tasks. Firm shall perform the Services and complete below tasks within 180 days of contract award.

#### 1. Kick-Off Meeting

- Hold a meeting with key Town staff to discuss parameters of the Study, potential questions and needs, Study goals and scope of service objectives, next steps, and draft schedule.
- Provide the Town with a list of needs to support Study activities.
  - *Deliverables. Meeting agenda, minutes, revised schedule based on discussion, project goals memorandum, and revised work plan, if necessary.*

#### 2. Existing Conditions Analysis

- Collect job descriptions and documents detailing current and historical organizational structure.
- Identify supervisory ratio. Identify staff, departments and program functions. Document routine and major tasks, activities and processes.
- Identify technologies used by the departments.
- Survey staff for technical skill competencies, certifications, and training.
- Identify risks, patterns and trends of processes/procedures and staffing levels/skills.
- Conduct and obtain observations about current operations to provide suggestions for improvements. The Firm may use various strategies to gather feedback, including, but not limited to, perceptions and viewpoints of staff to provide context for how the departments work intra-departmentally.
- Work with staff to develop criteria for identifying jurisdictions and propose jurisdictions for a comparative analysis that are of similar size and

of similar characteristics, including, but not limited to, geography, population, economics, development, and service delivery profile.

→ *Deliverables. Existing Conditions Memorandum.*

### 3. Organization and Operations Assessment and Comparative Analysis

- Comparatively analyze Town of Loomis departments tasks, activities, processes, and organizational structure to other jurisdictions. The analysis shall include, but not be limited to, process times, specific steps, staff characteristics (responsibilities, experience, supervisory ratio, Town employee to contractor ratio, retention, etc.)
- Identify functional strengths and weaknesses within the organization.
- Analyze the Town's ability to retain permanent employees.
- Evaluate the staff resources needed to conduct the primary functions of the department given the current and anticipated level of development and construction activity in the Town. This will include analyzing the departments' reliance on contractor staff and Town permanent, contractual, and casual employees.

→ *Deliverable. Organization and Operations Assessment Memorandum*

### 4. Recommendations

- Formulate recommendations for each program/function.
- Recommend opportunities for improvement (i.e. gaps) or innovations between current business practices and best- or evidence-based practices to streamline operations.
- Evaluate whether the existing number of Town employees is sufficient given existing workloads and if the departments' reliance on contractors is reasonable.
- Determine whether alternative service delivery models may address some or all identified staffing or operational issues.
- Provide training recommendations to improve operations and support succession planning.
- Calculate potential cost savings as well as impacts upon service delivery. Provide a justification supporting anticipated savings and impacts.

→ *Deliverable. Recommendations Memorandum.*

### 5. Executive Summary, Final Report, and Implementation Plan

#### Executive Summary

- Draft an Executive Summary targeting a non-technical audience.

- Outline implications to the departments raised by the analyses and recommendations.
- Include any issues identified by the Firm, which may be outside the scope of work but are relevant to improving Town operations.

#### Final Report

- Prepare a draft Final Report for the Town to review and ensure factual accuracy before completing the Final Report.
- The Final Report will cohesively present the findings detailed in the Memoranda.

#### Implementation Plan

- Prepare an Implementation Plan to serve as a roadmap to guide the departments from their current positions to one that better meets the needs of the Town and the Community.
- In addition to providing tools to manage and track implementation, the Implementation Plan shall identify recommendations that can be implemented immediately (within one year), in the short term (within three years), and in the long term (in five to ten years).

→ *Deliverables. Executive Summary, Final Report, and Implementation Plan.*

#### Governing Board Presentation

- The firm will prepare a concise presentation to present to the Town Council. Feedback from the elected body will be incorporated in the final report and implementation plan.

## 5.2 PROPOSER'S CERTIFICATION

### PROPOSER'S CERTIFICATION

I hereby propose to furnish the services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the Town of Loomis ("Town") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made as a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the Town or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the Town in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

---

NAME OF BUSINESS

---

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

---

MAILING ADDRESS

---

TELEPHONE NUMBER

---

EMAIL

Type of Organization:

\_\_\_\_\_ Sole Proprietorship    \_\_\_\_\_ Corporation    \_\_\_\_\_ State of Incorporation

\_\_\_\_\_ Partnership    \_\_\_\_\_ Limited Liability Company