



REQUEST FOR PROPOSALS

FOR

**CONSULTING SERVICES TO ENHANCE EMPLOYEE ENGAGEMENT
AND ORGANIZATIONAL EFFECTIVENESS**

Organization Development and Performance

**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
SACRAMENTO AREA SEWER DISTRICT**

RFP No. 9095

ISSUE DATE: June 22, 2022

DUE DATE & TIME: August 5, 2022, by 3:00 p.m.

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1. **INTRODUCTION**

The Sacramento Regional County Sanitation District (Regional San) and Sacramento Area Sewer District (SASD) provide wastewater collection, conveyance, and treatment services to over one million residents in the greater Sacramento region.

Regional San

In 1973, the County of Sacramento and Cities of Sacramento and Folsom coordinated to form Regional San, which assumed responsibility for regional wastewater conveyance and treatment. Regional San built the Sacramento Regional Wastewater Treatment Plant (SRWTP) near Elk Grove and a vast interceptor conveyance system to link the area's local sewer collection systems to the treatment plant. The SRWTP began providing service in 1982.

Regional San's mission statement is as follows:

“Regional San protects public health and the environment by conveying, treating, and recovering resources from wastewater responsibly and cost-effectively.”

SASD

SASD is a sewer collection utility providing service to more than one million people in the Sacramento region. SASD's service area includes the unincorporated areas of Sacramento County; the cities of Citrus Heights, Rancho Cordova, and Elk Grove; and portions of the cities of Folsom and Sacramento. SASD serves residential, commercial and industrial customers.

SASD owns and operates thousands of miles of sewer pipes and is responsible for the operations and maintenance of these sewer pipes. Sewage collected in the SASD system flows into the Regional San interceptor system, where it is conveyed to the SRWTP.

SASD's mission statement is as follows:

“To protect public health and the environment by efficiently and effectively collecting sewage for our community.”

2. **BACKGROUND**

Regional San and SASD are independent special districts that contract with the County of Sacramento to provide their workforce, along with some human resources and financial-related services.

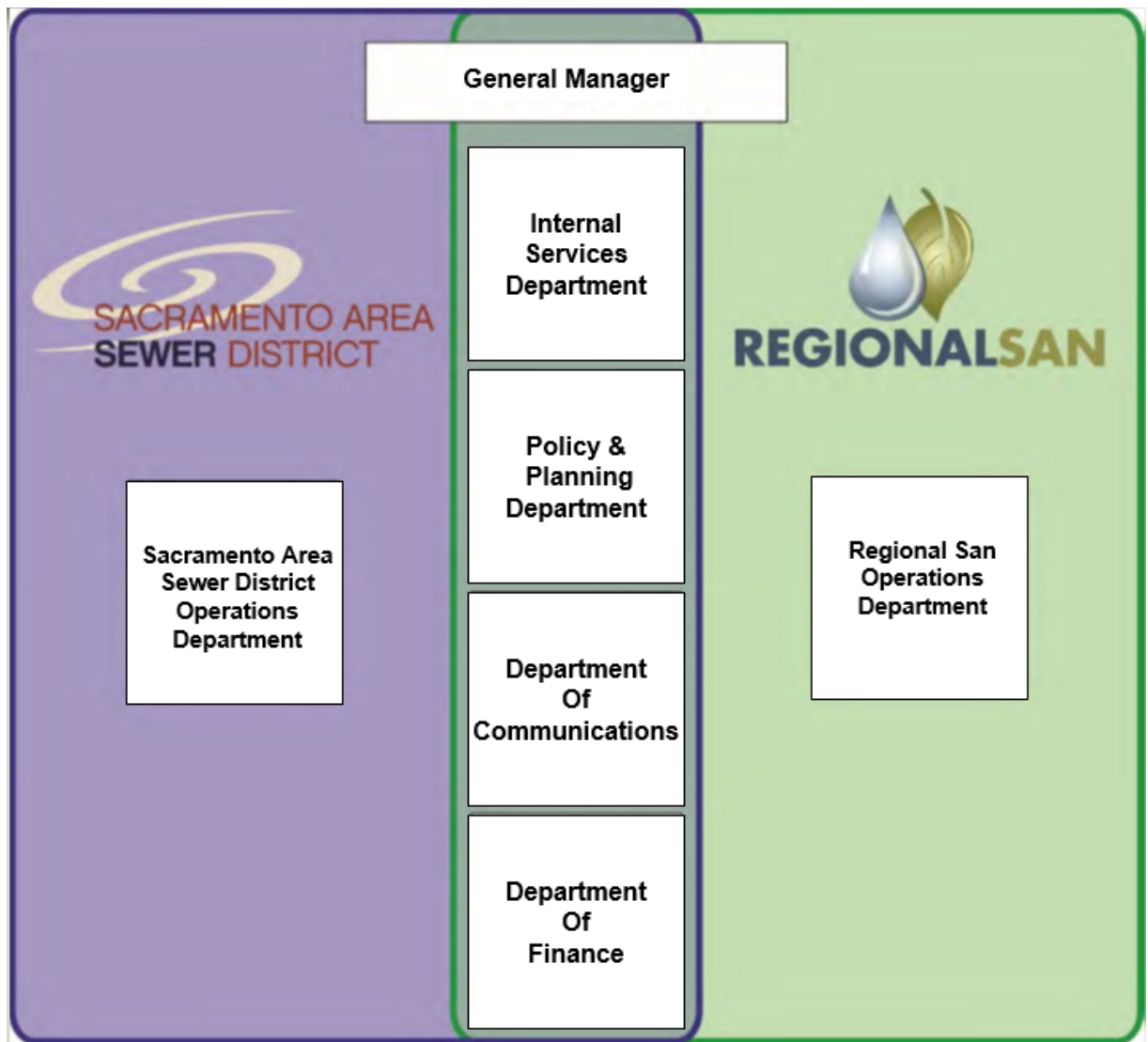
The Districts are comprised of five departments and offices: Operations, Policy and Planning, Internal Services, Finance, and Public Affairs. All departments and offices, except Operations, provide services to both SASD and Regional San, which have separate Operations departments.

Each department and office serves a unique and critical role in serving and supporting SASD and Regional San:

- The SASD Operations Department is responsible for operating, maintaining, and

constructing the local sewer collection system.

- The Regional San Operations Department is responsible for operating and maintaining the regional conveyance system and the Sacramento Regional Wastewater Treatment Plant.
- The Internal Services Department is responsible for providing the necessary administrative, budget, contracting and procurement, and information technical services to support SASD and Regional San operations.
- The Policy and Planning Department is responsible for long-term planning, major policy matters, regulatory and legislative affairs, rate and fee development, scientific research, and wastewater source control.
- The Department of Communications is responsible for developing and implementing communications strategies, public education programs, and media relations.
- The Department of Finance is responsible for financial reporting, managing the debt portfolio, and other financial matters.



Employee Population

Combined employee population of the Districts is approximately 850 employees, each of which reside in one of the aforementioned departments or offices. This population comprises a variety of job classifications representing individual contributors, supervisors, managers, and executives. The general breakdown of the employee population is as follows:

- Field staff who maintain and operate the sewer collection system, and operators and maintenance workers at the wastewater treatment plant
- Technical staff comprised of engineers, technicians, and scientists
- Other staff that provide administrative, training and information technology support, fiscal and accounting services, and public outreach
- Supervisors, managers, and executives who plan, implement, and monitor daily and long-term operations.

Given the highly regulated nature of the services delivered by the Districts, standard processes are employed to ensure consistent, reliable, and dependable service in pursuit of operational excellence. Directive management culture is used wherein staff at various levels of the organization are responsible for making decisions pertaining to their sphere of control, after seeking appropriate input from those that can contribute to the decision-making.

Strategic Planning

SASD and Regional San each revised their Strategic Plans in 2017 and becoming a “Workplace of Choice” was a key strategic goal. The following success statement has been used to guide the Districts’ pursuit of the “Workplace of Choice” goal:

A workplace that values and respects employees, encourages and supports employees, and gives employees a voice. We recruit, retain, professionally develop and competitively compensate a skilled workforce, who operate in a high-performing, continuous-learning environment, where performance is routinely assessed, superior achievement is regularly recognized, and the success of the future workforce is assured through careful succession planning.

The top strategic objectives for accomplishing the goal are listed below:

	Objective #1	Objective #2
SASD	Continue to foster a sense of community to build morale	Provide a variety of personal and professional development training and growth opportunities for employees.
Region San	Foster a positive workplace culture that supports high performance and encourages teamwork and problem solving	Hire, retain, and develop dedicated and skilled employees.

The following two recommendations were approved by the executive management team as the initial focus and foundational elements needed to help realize the goal of becoming a Workplace of Choice:

- Establish an employee survey program for SASD and Regional San
- Recognize and celebrate individual and organizational performance

Current Status

Several efforts have taken place over the last few years to work toward accomplishing the Workplace of Choice goal. Some prominent examples are:

- Both Regional San and SASD conduct annual employee appreciation and recognition events.
- Many teams also hold individual team celebration events recognizing work efforts and achievements. However, there are no over-arching recognition policies or guidelines currently in place that provide a consistent approach.
- Organizational values were defined approximately four years ago by a cross-section of employees. Initial introduction was done at that time across the entire organization.
- A Leadership Development Program comprised of The Leadership Challenge workshop and a series of leadership competency trainings is in place
- A Supervisor Academy has been established that provides supervisors with the understanding and tools needed to effectively build and manage effective teams.
- An employee survey was developed and conducted in summer 2019 as the initial step in understanding our current culture and identify our strengths and opportunities for improvement. Recommendations were made by the consulting firm for actions we could take to build the desired culture to support our Workplace of Choice goals.
- A Living to Our Values course has been implemented aimed at expanding employees' understanding of how to apply (or live up) our values. Refer to Attachment C for course design.
- A Leading to Our Values course has been defined. This course is intended to prepare supervisors and managers for conducting team discussions to define behavior and performance expectations to use to guide how they work together. This course has not been implemented.
- A Supporting the Mission Conversation Guide has been created to support supervisors and managers in conducting discussions with their teams on how their jobs support our mission. These discussions are currently being implemented.
- Our general manager is using video communications to convey his thoughts on a number of important employee-centric topics.
- Our general manager periodically meets with staff to discuss questions and issues from their perspective.

Training is available to all employees. The majority of training is focused on skills related to performing the job. Extensive operations and maintenance training is provided to both sewer collection and wastewater treatment plant field staff. In addition, a Leadership Development Program is available to all staff. The County of Sacramento provides courses on a variety of professional, supervisory, and management skills.

Challenges

The following are some of the challenges relevant to accomplishing our employee engagement goal:

- There is a diverse spectrum of staff, generally categorized as office and field, that have greatly differing views of the organization, culture, engagement, recognition, morale, etc.
- Limited career opportunities exist in some job classes, limiting opportunities for professional advancement.
- Accelerating turnover due to retirements.
- Anecdotal information indicates that communication throughout Regional San and SASD does not happen as frequently as some may desire.
- COVID-19 work restrictions that have been in place for two years have restricted our ability to effectively conduct some of planned Workplace of Choice activities.

3. OBJECTIVE

To measure and ultimately increase employee engagement at both the organizational and team level, increase the overall employee experience, and enhance our organizational effectiveness. Through this effort, we strive to be a preferred employer in the Sacramento region where we are competitive in attracting and retaining top talent.

4. KEY ACTION DATES

RFP Issue Date	June 22, 2022
RFP Questions Due Date	July 8, 2022 by 3:00 p.m.
Responses to RFP Questions posted to Regional San and SASD Business Opportunities Web Pages	July 15, 2022
Proposals Due	August 5, 2022, by 3:00 p.m.
Consultant Interviews Conducted	August 30 through September 13, 2022
Anticipated Notice of Intent to Award	September 20, 2022
Project Kick-off and Education	October 28, 2022
Development and Acceptance of Project Plan	By December 9, 2022
Design, Development, and Acceptance of Assessment	January 6, 2023
Agreement on process for conducting assessment	January 6, 2023
Conduct Assessment	February 6 through 17, 2023
Assessment Result Analysis and Development of Recommendation	By March 17, 2023
Meet to Discuss Analysis, Recommendation	By April 14, 2023

5. SCOPE OF SERVICES

The consultant will provide services including but not limited to the following:

- Task 1** Educate a guiding coalition of staff members, identified by Districts management, on current employee engagement approaches and best practices.

Deliverables:

- A comprehensive overview discussion of employee engagement concepts, approaches, and best practices that expands our knowledge and breadth of possibilities.
- Reference materials that help initial start-up and long term reference resources.
- Recommend development activities to prepare the guiding coalition members with the knowledge and insight needed to be successful.

Task 2 Recommend strategies, approaches, and methodologies for assessing, building, maintaining, and enhancing a work environment that maximizes employee engagement, increases overall employee experience, and organizational effectiveness.

Deliverable:

- An action plan detailing strategies, approaches, and methodologies deemed appropriate given your experience/insights and the descriptions of our circumstances and needs outlined in Sections 2 and 3.

Task 3 Implementation of agreed upon employee engagement assessment.

Deliverables:

- Design of employee engagement assessment approaches, tools, and processes
- A recommendation on an implementation plan for communicating and rolling out the assessment
- A recommended process to administer the employee assessment

Task 4 Analyze employee assessment results to identify strengths and opportunities related to employee engagement.

Deliverable:

- A summation of the assessment results

Task 5 Develop action recommendations based on assessment results.

Deliverable:

- A set of recommendations based on assessment results that support the attainment of objectives outlined in Section.

Task 6 Project Management - The consultant will provide meeting minutes, project reporting, monitor budget contract progress and coordinate with internal project manager to ensure effective implementation of specified and agreed-to tasks.

Task 7 Recommend a long-term strategy for the continuing development and maintenance of employee engagement.

Deliverable:

- Strategy document providing actions that will support the continuing development and maintenance of employee engagement.

6. BASIS FOR COMPENSATION

Compensation for services rendered will be based on a Time and Expenses basis with a not-to-exceed dollar ceiling for the entire contract.

7. ORGANIZATION AND CONTENT OF PROPOSAL

Consultants must provide complete and current information for all categories listed below. Proposals shall not exceed 40 pages total length, not including Transmittal Letter, Cover Page, Table of Contents, Section Dividers, Resumes, Copies of Data Reports, Insurance, Conflict of Interest Form, Employment Practices, and sealed Cost Proposal. In addition page sizes shall be 8 ½ X 11 with font size no smaller than 12 pt. Figures and tables may be on 11 X 17 sheets.

SECTION	CONTENTS
Cover Letter	Transmittal
a	Company Background
b	Consultant Team
c	Project Overview
d	Detailed Project Approach
e	Related Experience
f	Level of Effort
g	Cost Proposal (<i>must be submitted in sealed envelope</i>)
h	Project Schedule
i	Conflicts of Interest
j	Proprietary Information
k	Insurance
l	References
m	Employment Practices
n	Exceptions to Sample Agreement Terms and Conditions

a. Company Background

Provide a brief introduction of your firm. Include office locations, main areas of expertise, number of staff, and company background and history. Briefly outline consultant’s qualifications and ability to perform the work outlined in the RFP.

b. Consultant Team

Consultant staff must have the appropriate level of experience, and expertise to perform the requested work. The proposed project team shall be identified including specific staff responsible for project management, interfacing with Regional San and SASD, and direct supervision of the project's technical output. Key tasks and the associated personnel shall be identified, including their level of participation.

The following must also be attached:

- Project team diagram, including the primary contact for the Agreement.
- Résumés for each team member. Résumés should include a description of relevant project experience related to each person's area of expertise.
- Geographic location of the firm and key personnel. **Note:** A local base for key interactive staff is preferred unless the consultant can demonstrate no project impact.
- All proposed subconsultants' locations, qualifications, experience, and expertise must be included.

Note

If the prime consultant intends to solicit subproposals and/or quotes for certain tasks from qualified subconsultants, subcontractors, other service providers and suppliers, Regional San and SASD expect the prime consultant to solicit qualified firms in the local business community for such services and supplies.

The solicitation conducted should be as broad as possible to reasonably provide opportunities for and encourage relationship building with qualified minority and women-owned firms, and small and local businesses in the Sacramento community. The prime consultant shall not illegally discriminate in the solicitation process.

Substitution of any subconsultants, subcontractors, other service providers and suppliers identified in the proposal upon which the Agreement is based shall not be made without written consent of Regional San and SASD.

c. Project Overview

Provide a narrative description of the proposed project based on the Scope of Services. Regional San and SASD will assess your understanding of all aspects of the project based on the overview.

d. Detailed Project Approach

The approach should recognize, address, and provide for resolution of all aspects of the project, and any recommended revisions to the list of tasks. Provide a description of the project approach you would take to complete the tasks presented in Scope of Services demonstrating an understanding of the goals and objectives as related to this project. The description should represent how the consultant team generally performs the work necessary to accomplish client goals and objectives. Include any additional scope of work deemed necessary.

Include in this description:

- Description and screen shots of system platform user interface that would typically be used by administrators and users.

- Description and screen shots of on-screen data reporting typically accessed by administrators and users.
- Description and copies of data reports typically generated by administrators and users.

e. Related Experience

Provide a summary of experience with similar projects that the firm and the proposed team have completed within the last five (5) years. The description of each project should include a brief description of the project

- The time period during which the work was performed
- Names of the key staff who participated in the engagement
- Key actions taken in implementing the recommendations
- Progress, results, or impact from implementing the recommendations
- The names, titles, and phone numbers of the client contact persons who may be used as references

f. Level of Effort

Provide a table showing the proposed total level of effort (LOE), in hours, required to complete each task identified in the scope of services. The table shall show, by task, the individual estimated involvement of each key staff member presented in the team organization chart. Regional San and SASD will monitor involvement of these key staff over the course of the project to confirm their involvement. Supporting staff can be shown by various classes of employees to be used for the services. Services provided by subcontractors shall be shown separately within the table.

g. Cost Proposal

Provide your firm's cost proposal in a separately sealed envelope. The submitted cost information must represent the full estimated LOE and project schedule included in the consultant's proposal. The envelope for the selected firm will be opened for the purpose of negotiating an agreement. The envelopes for the firms not selected will be returned unopened after negotiations are complete and the contract has been executed.

Compensation will be on a time-and-materials basis, with an authorized not-to-exceed amount. Include the following information:

1. Direct hourly labor rates for those staff to be billed to the project.
2. Estimated labor hours (LOE) and fee by task.
3. Types and estimated amount of non-labor costs to be billed to the project.
4. Adjustments in rates predicted to occur during the project. For budgeting purposes, a maximum escalation rate of 3 percent per year should be assumed and will be discussed during fee negotiations.
5. Sub-consultant costs. A maximum markup of 5 percent is permitted.

6. Other direct costs (ODCs). A maximum markup of 5 percent is permitted.
7. Lodging, meals, and travel shall be reimbursed as follows:
 - a. Per diem for lodging (equal to the current federal standard CONUS per diem rate for Sacramento County) will be reimbursed for each work night, up to five (5) nights per week.
 - b. Per diem for meals and incidentals (equal to the current federal standard CONUS per diem rate for Sacramento County) will be reimbursed for each work day, up to five (5) days per week.
 - c. Airfare and local and home transportation costs will be reimbursed at cost.
 - d. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link:

<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2022>

h. Project Schedule

A schedule for completion of the project shall be submitted with the proposal. All major outputs and meetings shall be included on the schedule, and time shall be allocated for staff review.

i. Conflicts of Interest

Firms submitting proposals in response to this RFP must disclose to Regional San and SASD 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 or other persons relative to the services to be provided to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect must be included in the proposal. Consultants must submit with their proposal a completed "Conflict of Interest and Non-Collusion Affidavit" Form attached here to as Attachment A.

j. Proprietary Information

Any information submitted in a proposal in response to this RFP which the consultant considers to be proprietary must be identified as such, and the consultant must include the legal basis for a claim of confidentiality. Regional San and SASD will not assert the confidentiality of such information unless the consultant executes and submits a written agreement prepared by Regional San and SASD to defend and indemnify the agency for any liability, costs, and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether or not Regional San and SASD will assert the claim of confidentiality on behalf of the consultant is in the sole discretion of the Regional San and SASD.

k. Insurance

Provide a summary of the consultant's present and proposed insurance coverage, including commercial general liability, automobile liability, workers' compensation, property damage, employer's liability, and professional liability or errors and omissions liability for the duration of the contract. Please see Attachment C - Sample Agreement, and refer to Exhibit B for Regional San and SASD's insurance requirements.

l. References

Provide a minimum of three public agency contacts for which your project manager and key team members (as members of your firm) have provided similar services. Provide the name, address, telephone number, and e-mail address of the public agency representative.

m. Employment Practices

Please provide a summary of your firm's employment policies and procedures, including any equal employment opportunity and affirmative action policies. Also, include a brief summary outlining the present composition of your work force.

n. Exceptions to Sample Agreement Terms and Conditions

Provide a list of specific exceptions to contract terms and conditions which the consultant will seek from Regional San and SASD's Sample Agreement. Said Sample Agreement has been incorporated into this RFP package as Attachment B.

8. SUBMITTAL INSTRUCTIONS

Please submit one (1) electronic digital media copy of the proposal and the sealed cost proposal as follows:

Due Date: August 5, 2022

Deliver the electronic digital media copy of the proposal to:
abreur@sacsewer.com

Deliver the cost proposal in a sealed envelope to:
Sacramento Regional County Sanitation District
Sacramento Area Sewer District
Attn: Rich Abreu
10060 Goethe Road
Sacramento, CA 95827

All questions regarding this RFP should be directed to Rich Abreu via e-mail at abreur@sacsewer.com no later than 3:00 p.m. on July 8, 2022. Inquiries and responses will be posted at <https://www.regionalsan.com/general-opportunities> and <https://www.sacsewer.com/business-opportunities> by July 15, 2022. Please note the Regional San and SASD will respond only to technical questions. Under no circumstances will interpretive guidance be provided. No oral interpretations shall be made to any respondent as to the meaning of any of the documents.

It is the responsibility of interested firms to periodically check the Regional San and SASD websites for amendments to this RFP and responses to inquiries.

9. PROPOSAL RATING CRITERIA

The criteria for evaluating the written proposals are described below:

Criteria	Point Value
Overall Responsiveness to RFP Requirements	5
Company Background	5
Project Overview	10
Detailed Project Approach	30
Related Experience	20
Consultant Team	15
Level of Effort	10
Schedule	5
Total	100

10. SELECTION PROCESS

In order to be considered, interested consultants must submit a complete proposal document, with organization and content consistent with Section 7 of this RFP, by the closing date and time required in Section 8 of this RFP.

Ranking of the proposals will be based on capability/qualifications criteria. Proposals will be evaluated in three phases as follows:

Phase 1: Proposals will be examined as to whether or not the Consultant understood and responded in accordance with the following requirements:

- 1) Proper completion and submittal of required proposal documents
- 2) Acceptability of exceptions taken to agreement terms and conditions
- 3) Related experience requirement met or exceeded

Phase 2: Proposals that meet the requirements in Phase 1 will be evaluated and scored using the table in Section 9 of this RFP. The table identifies criteria used in the determination of the final proposal ranking. If any single criterion score fails to be above zero, the proposal will be automatically rejected. Those proposals with a weighted score of less than 60 will be disqualified. Based upon the evaluation of the proposals and reference checks, the most responsive proposals may be invited to an interview to further aid the selection process.

Regional San and SASD may also elect to complete the consultant evaluation and selection without going through the interview process.

Phase 3: Cost information for the highest ranked proposal (and interview, if conducted) will be opened and Regional San and SASD staff will enter into negotiations with the consultant. If a mutually agreeable contract is unable to be negotiated, Regional San and SASD will conclude negotiations with said consultant, and commence negotiations with the consultant with the next highest ranked proposal. This process will continue until an agreement is successfully negotiated or the entire list of eligible consultants is exhausted. Once a mutually agreeable contract is executed, the remaining sealed cost proposals will be returned to remaining consultants.

Regional San and SASD reserve the right:

- **To reject any or all Proposals, or any part thereof; and**
- **To select more than one consultant; and**
- **To waive any informality in the Proposal; and**
- **To accept the Proposal that is in the best interest of the Regional San and SASD.**

Regional San and SASD's decision will be final.

11. AWARD OF CONTRACT

Award of contract shall be made to the consultant who provides the best value and overall response to the requirements of this RFP. Regional San and SASD may select whichever proposal it determines will best serve its interests. The successful consultant will be selected in accordance with the proposal evaluation criteria identified in Section 9 above, and any addenda thereto, except for such immaterial deviation as may be waived by Regional San and SASD. Selection is expected to be made on or about September 20, 2022, subject to final approval by the District Engineer. Consultants who submitted proposals will be notified of the outcome of the selection process.

Regional San and SASD are prohibited from awarding this contract to any person, entity or business that is on the Federal Exclusion List (<https://www.sam.gov/>). If you or your firm is on this list, the Regional San and SASD cannot award this agreement to you and you should not provide a response to this RFP. In addition, consultant certifies that it shall not contract with a subcontractor that is debarred or suspended.

12. ADDITIONAL TERMS AND CONDITIONS

a) Revision of Proposal

Consultants may withdraw or revise a proposal on the consultant's own initiative at any time before the deadline for submission of proposals. The consultant must submit the revised proposal in the same manner as the original proposal on or before the listed proposal due date and time. In no case will a statement of intent to submit a revised proposal extend the proposal due date for any consultant. At any time during the

proposal evaluation process, Regional San and SASD may request consultant to provide oral or written clarification of its proposal.

b) Errors and Omissions in Proposal

Failure by Regional San and SASD to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the consultant from full compliance with the specifications of the RFP or any Agreement awarded pursuant to the RFP.

END OF DOCUMENT

**ATTACHMENT A – RFP NO. 9095
CONFLICT OF INTEREST AND NON-COLLUSION AFFIDAVIT**

**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
SACRAMENTO AREA SEWER DISTRICT**

IN ACCORDANCE WITH THIS PROPOSAL, I CERTIFY THAT OUR BUSINESS:

1. Does not and will not have a financial interest in any business, property or source of income, which could be financially affected or otherwise conflict in any manner with the performance of services under this request for proposals;
2. Has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this request for proposals; and
3. Is not currently suspended or debarred from doing business with any government entity.

I affirm that the above is true and correct to the best of my knowledge under penalty of perjury under the laws of the State of California.

Signature

Name

Title

Business Name

Date

**RFP No. 9095 – ATTACHMENT B
SAMPLE AGREEMENT**

Contract No.

**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
SACRAMENTO AREA SEWER DISTRICT**

AGREEMENT FOR

**CONSULTING SERVICES TO ENHANCE EMPLOYEE
ENGAGEMENT AND ORGANIZATIONAL EFFECTIVENESS**

THIS AGREEMENT is made and entered into on _____ by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the SACRAMENTO AREA SEWER DISTRICT, county sanitation districts pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter referred to as "REGIONAL SAN and SASD," and (**CONSULTANT NAME**), hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, REGIONAL SAN Resolution No. SR-2900, Authority No. 4, and SASD Resolution No. SD-0267, Authority No. 4 authorize the District Engineer (hereinafter referred to as "DISTRICT ENGINEER") to contract for consulting services on behalf of REGIONAL SAN and SASD; and

WHEREAS, DISTRICT ENGINEER, pursuant to the provisions of Resolution No. SR-2900, Authority No. 4, and Resolution No. SD-0267, Authority No. 4, has determined that it is desirable to retain a consultant to provide services to enhance employee engagement and organizational effectiveness; and

WHEREAS, REGIONAL SAN and SASD issued a Request for Proposals and selected CONSULTANT from among the respondents on the basis of CONSULTANT'S submittal of the proposal representing the best value to REGIONAL SAN and SASD; and

WHEREAS, CONSULTANT has proposed to provide the requested services for the compensation to be provided herein; and

WHEREAS, REGIONAL SAN, SASD and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, REGIONAL SAN, SASD and CONSULTANT agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

**RFP No. 9095 – ATTACHMENT B
SAMPLE AGREEMENT**

Contract No. [REDACTED]

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be **TBD**.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO REGIONAL SAN and SASD:

Sanitation Districts
10060 Goethe Road
Sacramento, CA 95827
Attn: Contracts Payment Desk

TO CONSULTANT:

Name
Address
Attn:

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

CONSULTANT shall observe and comply with all applicable federal, state, and county and REGIONAL SAN and SASD laws, regulations and ordinances.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES AND PERMITS

A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by REGIONAL SAN and SASD. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by REGIONAL SAN and SASD.

B. CONSULTANT further certifies to REGIONAL SAN and SASD that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. Consultant certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

**RFP No. 9095 – ATTACHMENT B
SAMPLE AGREEMENT**

Contract No.

7. PERFORMANCE STANDARDS

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT'S services.

8. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT provided hereunder shall be the exclusive property of REGIONAL SAN and SASD and shall be delivered to REGIONAL SAN and SASD upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by REGIONAL SAN and SASD. REGIONAL SAN and SASD recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT'S services and are not designed for use other than what is intended by this Agreement.

9. STATUS OF CONSULTANT

(USE FOR SERVICE PROVIDERS WITH FIVE OR MORE EMPLOYEES)

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of REGIONAL SAN and SASD. REGIONAL SAN and SASD are not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby agrees to indemnify, defend, and hold REGIONAL SAN and SASD harmless from any and all claims, including reasonable attorneys' fees, that may be made against REGIONAL SAN and SASD based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of REGIONAL SAN and SASD as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and REGIONAL SAN and SASD shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of REGIONAL SAN and SASD, neither the CONSULTANT nor

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CONSULTANT'S assigned personnel shall have any entitlement as an REGIONAL SAN and SASD employee, right to act on behalf of REGIONAL SAN and SASD in any capacity whatsoever as agent, nor to bind REGIONAL SAN and

SASD to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by REGIONAL SAN and SASD to employees of REGIONAL SAN and SASD.

- E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel under the terms and conditions of this Agreement.

(FOR ALL OTHER SERVICE PROVIDERS)

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of REGIONAL SAN and SASD as an independent contractor, CONSULTANT hereby agrees to indemnify, defend, and hold REGIONAL SAN and SASD harmless from any and all claims, including reasonable attorneys' fees, that may be made against REGIONAL SAN and SASD based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of REGIONAL SAN and SASD as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and REGIONAL SAN and SASD shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of REGIONAL SAN and SASD, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have:

- (1) Any entitlement as a REGIONAL SAN and SASD employee.

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- (2) Except as otherwise provided by this Agreement, the right to act on behalf of REGIONAL SAN and SASD in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.
 - (3) CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by REGIONAL SAN and SASD to employees of REGIONAL SAN and SASD.
- E. Notwithstanding CONSULTANT'S status as an independent contractor, REGIONAL SAN and SASD shall withhold from payments made to CONSULTANT such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding REGIONAL SAN and SASD 'S liability under said laws and does not abrogate CONSULTANT'S status as an independent contractor as described in this Agreement. Further, CONSULTANT is not included in any group covered by REGIONAL SAN and SASD'S present agreement with the federal Social Security Administration.

(FOR OUT-OF-STATE SERVICE PROVIDERS)

- F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that REGIONAL SAN and SASD shall withhold seven percent (7%) of all income paid to CONSULTANT under this Agreement for payment and reporting to the California Franchise Tax Board because CONSULTANT does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

10. CONSULTANT IDENTIFICATION

CONSULTANT shall provide REGIONAL SAN and SASD with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8: CONSULTANT'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONSULTANT.

11. BENEFITS WAIVER

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from REGIONAL SAN and SASD: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the

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Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between REGIONAL SAN and SASD and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from REGIONAL SAN and SASD, CONSULTANT hereby agrees to indemnify, defend, and hold REGIONAL SAN and SASD harmless from any and all claims, including reasonable attorneys' fees, that may be made against REGIONAL SAN and SASD for such benefits.

12. RETIREMENT BENEFITS/STATUS

CONSULTANT acknowledges and agrees that REGIONAL SAN and SASD have not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONSULTANT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONSULTANT under this Agreement. CONSULTANT waives any rights to proceed against REGIONAL SAN and SASD should SCERS modify or terminate retirement benefits based on CONSULTANT'S provision of services under this Agreement.

13. SCERS POST RETIREMENT EMPLOYMENT POLICY

- A. Any employee of, or contractor retained by, CONSULTANT who is retired from Sacramento County service is subject to SCERS Post Retirement Employment Policy and must adhere to limitations on post-retirement service, including a 180-day waiting period before working for the County, REGIONAL SAN, or SASD and a 960-hour per calendar year cap when working for the County, REGIONAL SAN, or SASD.
- B. Upon execution of this Agreement, CONSULTANT shall report to REGIONAL SAN and SASD in writing, the names of current and future employees who will provide services under this Agreement, that are retired from Sacramento County employment.
- C. CONSULTANT must report to REGIONAL SAN and SASD in writing on a semi-annual basis (January 5th and July 5th of each calendar year), the names of employees retired from Sacramento County employment providing services under this Agreement, and hours those employees have worked during the applicable reporting period. CONSULTANT shall submit reports to SDASCERSReporting@sacsewer.com.
- D. CONSULTANT shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

14. CONFLICT OF INTEREST

CONSULTANT and CONSULTANT'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

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15. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONSULTANT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to REGIONAL SAN and SASD, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

16. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONSULTANT agrees and assures REGIONAL SAN and SASD that CONSULTANT and any subconsultants shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of REGIONAL SAN and SASD, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of REGIONAL SAN and SASD employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

17. INDEMNIFICATION

To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless REGIONAL SAN, SASD, and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually an “Indemnified Party” and collectively “Indemnified Parties”), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses

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and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly

attributable to the performance of CONSULTANT, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONSULTANT, its employees, or CONSULTANT’s subconsultants or subcontractors at any tier, or any other party for which CONSULTANT is legally liable under law.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONSULTANT. Upon receipt of tender, CONSULTANT shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONSULTANT shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to CONSULTANT. Both parties agree to cooperate in the defense of a Claim.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONSULTANT or CONSULTANT’s subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

18. INSURANCE

Without limiting CONSULTANT’S indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that REGIONAL SAN and SASD shall not pay any sum to CONSULTANT under this Agreement unless and until REGIONAL SAN and SASD is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

19. INFORMATION TECHNOLOGY ASSURANCES

CONSULTANT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by REGIONAL SAN

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and SASD, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to REGIONAL SAN and SASD under this Agreement.

20. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by REGIONAL SAN and SASD in accordance with express provisions in this Agreement.
- B. CONSULTANT shall submit an invoice in accordance with the procedures prescribed by REGIONAL SAN and SASD for services provided in the prior month. Invoices shall be submitted to REGIONAL SAN and SASD no later than the fifteenth (15th) day following the invoice period, and REGIONAL SAN and SASD shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. REGIONAL SAN and SASD operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by REGIONAL SAN and SASD unless CONSULTANT has obtained prior written REGIONAL SAN and SASD approval to the contrary.
- D. CONSULTANT shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONSULTANT fails to comply with any provisions of this Agreement, REGIONAL SAN and SASD may withhold payment until such non-compliance has been corrected.

21. SUBCONTRACTS, ASSIGNMENT

- A. CONSULTANT shall obtain prior written approval from REGIONAL SAN and SASD before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by REGIONAL SAN and SASD for the performance of any subconsultant whether approved by REGIONAL SAN and SASD or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of REGIONAL SAN and SASD.

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22. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon REGIONAL SAN and SASD unless agreed in writing by the District Engineer and counsel for REGIONAL SAN and SASD.

23. SUCCESSORS

This Agreement shall bind the successors of REGIONAL SAN and SASD and CONSULTANT in the same manner as if they were expressly named.

24. TIME

Time is of the essence of this Agreement.

25. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

26. DISTRICT ENGINEER

As used in this Agreement, "District Engineer" shall mean the District Engineer of Sacramento Regional County Sanitation District, and Sacramento Area Sewer District, or his designee.

27. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. REGIONAL SAN and SASD shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

28. TERMINATION

A. REGIONAL SAN and SASD may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by REGIONAL SAN and SASD to CONSULTANT and it is later determined that CONSULTANT was

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not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

- B. REGIONAL SAN and SASD may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, REGIONAL SAN and SASD may proceed with the work in any manner deemed proper by REGIONAL SAN and SASD. If notice of termination for cause is given by REGIONAL SAN and SASD to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. REGIONAL SAN and SASD may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to REGIONAL SAN and SASD is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in REGIONAL SAN and SASD 'S yearly proposed and/or final budget are not appropriated by REGIONAL SAN and SASD for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by REGIONAL SAN and SASD as a result of mid-year budget reductions.
- D. If this Agreement is terminated by REGIONAL SAN and SASD under paragraph (A) or (C) above:
1. CONSULTANT shall cease rendering services pursuant to this Agreement as of the termination date.
 2. CONSULTANT shall deliver to REGIONAL SAN and SASD copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 3. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.
- E. If this Agreement is terminated under paragraphs (A) or (C), above, CONSULTANT shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.

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29. REPORTS

CONSULTANT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by the District Engineer concerning CONSULTANT'S activities as they affect the contract duties and purposes herein. REGIONAL SAN and SASD shall explain procedures for reporting the required information.

30. AUDITS AND RECORDS

Upon REGIONAL SAN and SASD'S request, REGIONAL SAN and SASD or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT'S premises, CONSULTANT'S financial and program records as REGIONAL SAN and SASD deems necessary to determine CONSULTANT'S compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four years following termination of the Agreement, and shall make them promptly available for copying upon REGIONAL SAN and SASD'S request at REGIONAL SAN and SASD'S expense. REGIONAL SAN and SASD shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT'S financial and program records related to this Agreement.

31. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between REGIONAL SAN and SASD and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between REGIONAL SAN and SASD and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

32. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

33. FORCE MAJEURE

Neither CONSULTANT nor REGIONAL SAN and SASD shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

34. SURVIVAL OF TERMS

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All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

35. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

36. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

(SIGNATURE PAGE FOLLOWS)

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

**SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT and
SACRAMENTO AREA SEWER
DISTRICT**, county sanitation districts pursuant
to and operating under the authority of the
County Sanitation District Act, commencing at
Health and Safety Code section 4700

TBD

By: _____
Christoph Dobson, District Engineer

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY DISTRICT COUNSEL

Prepared by: _____
Heather Luke, Senior Contract Services Officer
Internal Services Department

EXHIBIT A to Agreement
Between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT,
SACRAMENTO AREA SEWER DISTRICT, and **TBD**

SCOPE OF SERVICES

1. REQUEST FOR PROPOSAL AND CONSULTANT'S PROPOSAL

- A. The scope of services to be provided by this Agreement are those services identified in REGIONAL SAN and SASD'S Request for Proposal (RFP) dated [REDACTED], and CONSULTANT'S Proposal dated [REDACTED]. Both the RFP and the Proposal are hereby incorporated into this Agreement as Attachments 1 and 2, respectively, and made a part of this Agreement. In the event of any inconsistencies or ambiguities, the Proposal shall govern over the RFP, and this Agreement shall govern over all. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.
- B. Following a request for services, CONSULTANT will prepare a written proposal and cost for the work and services requested. The proposals shall be reviewed and approved by the REGIONAL SAN and SASD Project Manager. The proposal and cost estimated must be approved, in writing, by the REGIONAL SAN and SASD Project Manager, and accepted by the CONSULTANT before any work may begin. The authorization must identify the task or services to be performed, include an estimated schedule for its completion, describe the work products/deliverables to be provided and the compensation to be paid. CONSULTANT shall not begin work until such written authorization is received.
- C. Required usage of services may vary. REGIONAL SAN and SASD do not guarantee of minimum usage during the contract period nor is REGIONAL SAN and SASD limited to utilize all services as stated with CONSULTANT'S Proposal.
- D. The District Engineer or designee, may negotiate with CONSULTANT and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of REGIONAL SAN and SASD.

2. SCHEDULE

CONSULTANT shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between REGIONAL SAN and SASD and CONSULTANT.

3. RESPONSIBILITIES OF REGIONAL SAN and SASD AND CONSULTANT FOR SCOPE

- A. REGIONAL SAN and SASD, or its authorized representatives, shall review all documents submitted by CONSULTANT and render decisions pertaining thereto

as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONSULTANT. REGIONAL SAN and SASD shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONSULTANT'S services and of the project.

- B. CONSULTANT shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by REGIONAL SAN and SASD shall not be deemed to constitute acceptance or waiver by REGIONAL SAN and SASD of any error or omission as to such work. CONSULTANT shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

4. **AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK**

CONSULTANT is retained to provide and perform the scope of services covered by this Agreement. CONSULTANT, including CONSULTANT'S assigned personnel, shall have no authority to represent REGIONAL SAN and SASD or REGIONAL SAN and SASD staff at any meetings of public or private agencies unless an appropriate REGIONAL SAN and SASD official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONSULTANT shall possess no authority or right to act on behalf of REGIONAL SAN and SASD in any capacity whatsoever as agent, nor to bind REGIONAL SAN and SASD to any obligations whatsoever. REGIONAL SAN and SASD is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

5. **PUBLICATION OF DOCUMENTS AND DATA**

CONSULTANT shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of REGIONAL SAN and SASD without the prior written consent of REGIONAL SAN and SASD, however submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either REGIONAL SAN and SASD or CONSULTANT.

6. **PROJECT PERSONNEL**

In the performance of the services hereunder, CONSULTANT shall provide the personnel as set forth in the Proposal. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the District Engineer or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:

REGIONAL SAN and SASD:

NAME: Rich Abreu
PHONE: (916) 876-6299
E-MAIL: abreur@sacsewer.com

CONSULTANT:

NAME:
PHONE:
E-MAIL:

SAMPLE

EXHIBIT B to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT,
SACRAMENTO AREA SEWER DISTRICT, and TBD

REGIONAL SAN and SASD INSURANCE REQUIREMENTS

Without limiting CONSULTANT'S indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONSULTANT, its agents, representatives, or employees. REGIONAL SAN and SASD shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of REGIONAL SAN and SASD Risk Manager, insurance provisions in these requirements do not provide adequate protection for REGIONAL SAN and SASD and for members of the public, REGIONAL SAN and SASD may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. REGIONAL SAN and SASD'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONSULTANT shall furnish REGIONAL SAN and SASD with certificates evidencing coverage required below. Copies of required endorsements must be attached to certificates provided. REGIONAL SAN and SASD Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of REGIONAL SAN and SASD and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by REGIONAL SAN and SASD before performance commences. REGIONAL SAN and SASD reserve the right to require that CONSULTANT provide complete copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by REGIONAL SAN and SASD Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONSULTANT'S profession.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by REGIONAL SAN and SASD.

5. Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.

- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. **Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

7. **All Policies:**

- a. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-; VII. SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT and the general public are adequately protected.
- b. **MAINTENANCE OF INSURANCE COVERAGE:** The CONSULTANT shall maintain all insurance coverages and limits in place at all times and provide SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT with evidence of each policy's renewal within ten (10) days after its anniversary date. CONSULTANT is required by this Agreement to immediately notify SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONSULTANT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope, or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

8. **Commercial General Liability and/or Commercial Automobile Liability:**

- a. **ADDITIONAL INSURED STATUS:** SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized agents and volunteers (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage

shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.

- b. PRIMARY INSURANCE: For any claims related to this agreement, CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- c. SEVERABILITY OF INTEREST: CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. SUBCONTRACTORS: CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT'S subcontractor.

9. Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands, and actions arising out of or resulting from professional services provided under this Agreement.

10. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, authorized agents and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, authorized agents and volunteers.

11. Notification of Claim

If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT, CONSULTANT shall give prompt and timely notice thereof to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT,
SACRAMENTO AREA SEWER DISTRICT, and TBD

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT

The Maximum Total Payment Amount under this Agreement is: \$ [REDACTED].

2. COMPENSATION COMPONENTS

A. Time and Expenses: Compensation for services rendered shall be paid on a time and expenses basis at the usual and customary rates for the services actually rendered, as stated in CONSULTANT'S Proposal, attached hereto as Attachment 1 and by this reference incorporated herein, and shall not exceed \$ [REDACTED]. The rates stated in Attachment 1 shall apply for all services provided throughout the term of this Agreement. Total compensation, including fees, expenses, and profit for services rendered by CONSULTANT shall not exceed the Maximum Total Payment Amount under this Agreement listed above.

B. Rate Increases: Regional San and SASD's Project Manager and CONSULTANT may negotiate an adjustment to rates effective January 1st of each year throughout the term of this Agreement, effective January 1, 2022; provided that annual adjustments shall not exceed a three percent (3%) increase over last year's rates. CONSULTANT shall submit negotiated rate schedule to Regional San and SASD's Project Manager not less than 30 days prior to said effective date. Rate increases may only be initiated upon written authorization by Regional San and SASD's Project Manager.

C. Consultant Expenses:

1. Non-Reimbursable Expenses Are As Follows: Non-reimbursable expenses include alcoholic beverages, expenses associated with a non-employee who accompanies the employee on official business, personal expenses, and traffic fines or parking tickets.

2. Invoices: CONSULTANT shall submit itemized invoices that detail labor hours and expenses. In order to be reimbursed for travel related expenses, CONSULTANT must submit itemized invoices for airfare, hotel stays, cab or shuttle fees, restaurant fees, and related expenses.

3. Lodging, Meals, and Travel: Lodging, meals, and travel during this contract period shall be reimbursed as follows:

a. Per diem for lodging (equal to the current federal standard CONUS per diem rate for Sacramento County) will be reimbursed for each work night, up to five (5) nights per week.

- b. Per diem for meals and incidentals (equal to the current federal standard CONUS per diem rate for Sacramento County) will be reimbursed for each work day, up to five (5) days per week.
- c. Airfare and local and home transportation costs will be reimbursed at cost with no markup.
- d. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link:

<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2022>

- 4. Maximum Allowable Markups:
Maximum allowable markups will be five percent (5%) on subconsultant and other direct costs (ODC).

3. **ITEMIZED TASKS AND SUBTASKS**

If CONSULTANT'S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of REGIONAL SAN and SASD'S Project Manager. CONSULTANT shall promptly notify REGIONAL SAN and SASD'S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. REGIONAL SAN and SASD'S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. **WORK NOT IN SCOPE OF SERVICES**

CONSULTANT shall immediately notify REGIONAL SAN and SASD'S Project Manager in writing of any work that REGIONAL SAN and SASD requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the District Engineer approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT'S compensation is approved and executed by both parties.

5. **NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**

CONSULTANT shall notify REGIONAL SAN and SASD'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

6. **SUBMISSION OF INVOICES**

CONSULTANT shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Sanitation Districts
10060 Goethe Road
Sacramento, CA 95827
ATTN: CONTRACTS PAYMENT DESK

CONSULTANT shall include the following information on all invoices:

1. Contract Number: **TBD**
2. Project Name: Consulting Services to Enhance Employee Engagement and Organizational Effectiveness
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided and Respective Compensation Requested
6. Any other information deemed necessary by CONSULTANT and/or REGIONAL SAN and SASD

REGIONAL SAN and SASD may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CONSULTANT, which shall be effective upon receipt.

7. **PAYMENTS**

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, REGIONAL SAN and SASD shall address and submit payments to CONSULTANT at address in the Notice provision of this Agreement.

CONSULTANT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to REGIONAL SAN and SASD, which shall be effective upon receipt.