

October 24, 2025

**REQUEST FOR PROPOSAL
FOR
PROFESSIONAL SERVICES TO DEVELOP
COMMUNITY RISK ASSESSMENT / STANDARDS OF COVER AND
COMMUNITY DRIVEN STRATEGIC PLAN
CITY OF REDDING, CALIFORNIA
(Schedule Number 5656)**

In accordance with the provisions of the Municipal Code of the City of Redding, sealed proposals must be submitted to the City Clerk's 3rd floor office located at City Hall, 777 Cypress Avenue, Redding, California 96001 **prior to 3:00 p.m. PT, Friday, November 21, 2025**, for furnishing the City of Redding a proposal for providing professional service to develop Community Risk Assessment/Standards of Cover and Community Driven Strategic Plan per the attached scope of work and general conditions.

PROPOSALS RECEIVED AFTER THIS TIME AND DATE MAY NOT BE ACCEPTED OR CONSIDERED.

The said proposals will be opened at **3:00 p.m. PT, on Friday, November 21, 2025**, in the designated City Hall Conference Room as posted in the main lobby of City Hall, 777 Cypress Avenue, Redding, California.

The proposer shall provide the original (unbound), four (4) bound copies and a USB drive with a PDF copy of the proposal. Electronic submission of proposals will not be allowed. **One (1) set of the Fee Proposal is to be submitted in a separate, sealed envelope.** The City will award any resulting contract in a manner consistent with the City Purchasing Ordinance.

The cut-off date and time for receiving questions regarding this bid is 5:00 p.m. PT, on Wednesday, November 5, 2025. All inquiries must be made in writing and may be submitted to the email address shown below.

THE CITY OF REDDING
Purchasing Division



Michelle Kempley, Purchasing Officer
mkempley@cityofredding.gov

NOTE

If a potential bidder/proposer received this solicitation document through some means other than surface mail from the City of Redding (such as from the City of Redding Internet web site, or from another prospective bidder/proposer), it is the responsibility of the potential bidder/proposer to advise the assigned City of Redding Purchasing contact of its intention to submit a bid/proposal so that any addenda or other correspondence related to this solicitation will be sent to the potential bidder/proposer. When contacting the Purchasing Division, the bidder/proposer shall provide the solicitation number located on the cover page of this document. Transmittal of this information must be in writing, by U.S. Mail, or e-mail. Transmittal of this information via telephone is not acceptable.

Please submit bid/proposal as directed in the RFP package. Forward to:

City of Redding
City Clerk
777 Cypress Avenue
Redding, CA 96001

Proposals must be received by the City Clerk's office **prior to 3:00 p.m. PT** on the date indicated below. Mailing envelope is to be clearly marked on the outside with the following notation:

“Proposal for Schedule No. 5656; opening at

3:00 P.M., on Friday, November 21, 2025”

Note: Signatures must be legible, indicating full first and last name.

The City of Redding
Purchasing Division

REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES TO DEVELOP
COMMUNITY RISK ASSESSMENT / STANDARDS OF COVER AND
COMMUNITY DRIVEN STRATEGIC PLAN
Schedule No. 5656

INTRODUCTION

The City of Redding (COR) Fire Department was created to develop and maintain a range of programs and resources designed to protect the lives and property of the inhabitants of the City of Redding from all predictable risks including but not limited to: the prevention, suppression and recovery from undesired fire; injury prevention, pre-hospital emergency medical care, rescue, extrication and recovery services; the prevention and mitigation of unplanned or the inappropriate release of hazardous materials; and community awareness, emergency preparedness and response to other dangerous conditions. The COR Fire Department serves an area of 66 square miles within Shasta County, covering a population of approximately 100,000. The department operates under both Automatic and Mutual Aid Agreements with CAL FIRE, allowing for seamless coordination and resource sharing during major incidents. Emergency medical transport and paramedic level care are provided by private agencies, including Dignity Health and American Medical Response (AMR). In 2024, the Department responded to 16,111 calls for service, an 8.2% increase over the previous year, reflecting the growing demands of the community. Fire Department personnel consist of the Fire Chief, two Deputy Chiefs, three Shift Battalion Chiefs, one Training Battalion Chief, 30 Fire Captains, 27 Fire Engineers, 27 Firefighters, two Assistant Fire Marshals, three Fire Prevention Officers, one Fire Prevention Specialist, one Management Analyst, one Executive Assistant, and one Administrative Assistant. The COR is governed by the five Councilmembers. The Fire Chief reports to the City Manager and is responsible for the proper and efficient operation of the COR Fire Department.

The City of Redding Fire Department requests proposals from qualified consultants to develop;

1. Community Risk Assessment / Standards of Cover (RASOC)
2. Community-Driven Strategic Plan

The COR has prepared an outline of services in the Scope of Work (SOW), attached as Exhibit A to this Request for Proposals (“RFP”).

PROPOSAL FORMAT

1. **Scope of Work** - The Proposer shall prepare a complete description of the scope of services which the Proposer intends to perform to achieve the Scope of Work. The Proposer may identify services which differ from the SOW if the Proposer believes the services will assist the COR in more efficiently and effectively achieving the SOW.
2. **Statement of Qualifications** – The proposer shall prepare a statement of qualification which identifies:
 - a. The size, stability, and capacity of Proposer’s organization, including: (1) total number of years in operation; (2) total current number of employees; (3) number of office locations, including the location of each office; and (4) number of the employees in the office location which is intended to provide the services described in this RFP.

- b. The Proposer's experience in performing services for projects of a similar size, scope and complexity as the services required by this RFP, including: (1) the number of years Proposer has been performing similar services; (2) a list of similar projects in the past ten years; and (3) sample of work similar to this SOW. Provide three samples. For projects performed in the past five years, the list shall include the name, contact, address, and phone number of each party for whom the service was provided.
 - c. A list of the Proposer's principals, employees, agents and sub-consultants which the Proposer intends to assign to this Project. This list shall include a summary of the qualifications (including education, training, licenses and experience) of each individual and the type of work to be performed by each individual.
 - d. The Proposal shall demonstrate the Proposer has sufficient skills and knowledge to perform the Project. Proposer shall demonstrate sufficient staff resources and skills that include knowledge and experience with
 - Fire department deployment principles and practices
 - Fire department staffing practices
 - Fire department labor/management relations
 - Fire department performance measurement
 - Fire prevention, urban-wildland interface, and community risk reduction
 - Fire department dispatch and communications
 - Field operations for fire and emergency medical services, including Advanced Life Support
 - Fire Services management practices, business practices, and governance
 - Fire department fleet management
 - Fire services technology
 - Use of live traffic analysis
 - Safety and training
 - Land use planning
3. Project Management – Describe how the project will be planned and controlled. Include in this section a project schedule through the completion of the contract documents.
 4. **Consultant Fee** – In a separate, sealed envelope present one (1) set of documentation for the estimated fee(s) for consultant services as described in the Scope of Services. The Proposer shall prepare an estimated fee for the contract work as described in the Scope of Services. Each project cost estimate shall be broken down by task, person-hours per task, different personnel classifications per person-hour, provide a total cost per task, subcontractors fees, expenses, and a total not-to-exceed amount for the entire project. Fees shall include all markups, overhead, and profit. The estimated fee shall be submitted in a separate sealed envelope along with copies of the proposal and shall not be opened until the interview process (if necessary) has been

completed. *The fee shall not be a scoring factor in the evaluation of the consulting firms. Do not state cost for services anywhere in the proposal.*

5. **Terms of Proposed Service Agreement-** The Proposer shall prepare a document identifying: (1) any portions of the COR's standard form Services Agreement which the Proposer desires to amend; (2) disclosure of any past, ongoing, or potential conflicts of interest which the Consultant may have as a result of performing the work for this Project; and (3) identifying the Proposer's ability to comply with the COR's insurance requirements.
6. **Concluding Statement** - Provide a concluding statement as to why the respondent is best qualified to meet the needs of the department.

TENTATIVE TIMELINE

Begin Circulation of RFP to Consultants	October 24, 2025
Questions due by 5 pm PT.....	November 5, 2025
Deadline to submit Proposals by 3 pm PT	November 21, 2025
Evaluate Proposals for Short-Listing.....	November 24-26, 2025
Consultant interviews (if necessary); Select Consultant	December 1-5, 2025
Consultant Selection	December 2025
Start Contract	January 2026

PROPOSAL SUBMITTALS

Pages in the proposal shall be typed and double sided with the maximum number of pages of proposal information (excepting cover sheet, index sheet, blank pages, and table of contents) to be limited to forty (40) pages. Only the specifically requested information shall be submitted. Promotional or other unsolicited material may not be submitted. If a consultant recognizes a more efficient method of accomplishing a specific task or item, the consultant's fee shall reflect the City's requested work and the cost increase/savings for the more efficient method shall be noted separately.

The consultant shall submit One (1) original, unbound proposal and four (4) copies (along with a PDF copy on a USB "thumb" drive) in a sealed box or envelope clearly marked with the consultant's name and the description "Community Risk Assessment/Standards of Cover, and Strategic Plan, Schedule No. 5656." The proposals shall be received at the City Clerk's office by the time and at the location noted on the cover sheet of this RFP. **One (1) set of consultant fee(s) for the services required in this proposal shall be submitted along with the copies of the proposal, in a separate sealed envelope with the same notation as the proposals.** The sealed envelope shall not be opened until after the consultants have been ranked (See Evaluation Criteria).

Proposals received incomplete or late for any reason may not be reviewed. The City has the right to waive minor irregularities in any proposal received. Questions or comments on this RFP may be directed to Michelle Kempley, mkempley@cityofredding.gov. Clarification offered by the City to one consultant will be distributed to all participants at the City's discretion.

EVALUATION CRITERIA

City of Redding City Manager Policy Number 22-03 establishes the method of selecting a consultant to perform the work of this project. A Review/Selection Committee will evaluate the consultants based on the proposals and, if necessary, conduct an oral interview to determine which consultant is best qualified to perform the work for this project. The Committee will then determine a ranking of the consultants at which time the consultant fee envelopes will be opened and tabulated. The consultant fees will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work. If the top ranked consultant has submitted a reasonable fee, the Committee will make a recommendation to the City Manager. The City Manager may require additional information prior to making to authorizing Staff to negotiate and enter into an agreement with the selected consultant. In the event that the top ranked consultant submits a fee that is not considered a reasonable cost for the work and the consultant does not agree to lower the fee to an acceptable level, the City reserves the right to bypass the top ranked consultant and to negotiate with the second ranked consultant.

The following items, as they relate to the work described in Exhibit A – Scope of Services, will be used by the committee to assist in the ranking of the consultants' proposal and the oral interview:

- Understanding of the project/scope (10 points)
- Team experience with similar types of projects and with City projects (25 points)
- Experience and Qualifications of the project team (15 points)
- Geographic location of project team (5 points)
- Project approach (25 points)
- Ability to manage project schedule and budget (20 points)

CONSULTANT SERVICES CONTRACT

The Consultant selected to provide the Scope of Work shall use the City of Redding's Consulting and Professional Services Contract. A draft copy of this contract is provided for review. By submitting a proposal for the work, the consultant agrees to utilize the City standard contract form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

Attachments:

- Exhibit A – Scope of Services
- Draft City of Redding Consulting and Professional Services Agreement
 - (see Section V for insurance requirements)
- City of Redding Request for Proposal General Conditions

EXHIBIT A: SCOPE OF SERVICES

I. Standards of Cover Assessment.

The deliverable for this scope of work is a Standards of Cover assessment report that is fully compliant with industry best practices in the field of deployment analysis. This evaluation and analysis of data will be based on nationally recognized guidelines and criteria, including recognized National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, any federal and state mandates relative to emergency services, generally accepted practices within emergency services, and reports need to meet or exceed Center for Public Safety Excellence (CPSE) standards in order to apply and become a Commission on Fire Accreditation International (CFAI) Accredited Agency. All methodology used in this Standard of Cover analysis of the Department will follow the methodology described in the "Standards of Response Coverage, published by the Commission on Fire Accreditation International (CFAI). The Standards of Cover Assessment will include but not be limited to:

Component A – General summary of the community and constituents served by the Department.

- Service area general population and demographics
- History, formation, and general description of the fire agency
- Governance and lines of authority
- Organizational design
- Operating budget, funding, fees, taxation, and financial resources
- Description of the current service delivery infrastructure

Component B – Analysis and summary of the services provided by the Department.

- Review and evaluation of calls for service demographics from an historical and live traffic perspective.
- Review and evaluate operational staffing levels and distribution of resources.
- Review and evaluate administration and support staffing levels, including an analysis of the COR hierarchy, distribution of workload, deployment, and management practices weighed against contemporary organization principles and business processes.
- Review the COR performance goals, objectives, and measures.

Component C – Analysis and Summary of the Community Risk.

Conduct an analysis of community fire protection risks, growth projections, and land uses and interpret their impact on emergency service planning and delivery. Land use, zoning classifications, parcel data, ISO fire flow data, economy value, building footprint densities, occupancy data, and demographic information should be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography and type. Use local planning/zoning data combined with available Geographic Information System (GIS) data to evaluate the physical risks of the community to include:

- Overall geospatial characteristics including political and growth boundaries, construction, and infrastructure limitations.
- Topography including response barriers, elevation extremes, and open space/interface.
- Transportation network including roads, rail lines, airports, and waterways.

- Evaluation of physical assets protected.

An interpretation of available census and community development data must be provided indicating:

- Population history
- Census-based population and demographic information
- Community planning-based population information
- Transient population and demographic information
- Population density
- Community land use regulations
- Occupancy types by land use designation
- Hazardous substances and processes
- Non-structural risk categorization

Evaluate the current workload of the COR and relate that analysis to the previously described community risk.

Prepare a demand study that analyzes and geographically displays current service demands by incident type and temporal variation.

Prepare an analysis that will include a matrix showing the community's common and predictable risk types identifying staffing and resource needs. The matrix shall be developed with attention to:

- Risk-specific staffing levels to meet the critical tasking analysis for the identified risks.
- Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks.
- Time standards that will provide for effective initiation of critical tasks and functions.
- Summary of current available resources in matrix format.

Component D – Review of Historical Fire Service System Performance.

Review and make observations regarding all areas involved in, or affecting, service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

Distribution Study

Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems (GIS) software, with identification of service gaps and redundancies in initial unit arrival.

Concentration Study

- Analysis of response time capability to achieve full effective response force.
- Analysis of company and staff distribution as related to effective response force assembly.

Reliability Study

- Analysis of current workload, including unit hour utilization of individual companies.
- Review of actual or estimated failure rates of individual companies.
- Analysis of call concurrency and impact on effective response force assembly (resource drawdown).

Capacity Study

- A study of the maximum emergency service capability of the Department resources inclusive of auto aid and mutual aid resources.

Historical and Live Traffic Performance Summary

- Analysis of actual fire service system reflex time performance, analyzed by individual components.

Component E – Performance Objectives and Measures.

An appropriate set of goals and objectives must be developed for the Department specific to the nature and type of risks identified as common and predictable to the community. The goals and objectives shall be developed with respect to the following:

- Distribution - Initial attack (first due) resources for risk-specific intervention.
- Concentration - Effective response force assembly or the initial resources necessary to stop the escalation of the emergency for each risk type.

Component F – Overview of Compliance Methodology.

Work with the Department's management team to develop a methodology that will allow the Department to continually measure future performance. This methodology shall include, but not necessarily be limited to:

- Records Management Systems (RMS) usage policies
- Assignment of oversight responsibilities
- Schedule of assessments
- Review requirements
- Department adopted metrics

Component G – Evaluation, Conclusions, and Recommendations to Policy Makers.

Develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the optimum levels of service identified in the previous components at the most efficient cost. Recommendations shall be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy.

Develop long-range options for resource deployment that will improve the Department's level of service for the identified performance objectives and targets. These should include, but are not necessarily limited to, specific recommendations regarding:

- Any relocation of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Service delivery recommendations, including deployment of operational staffing

Evaluate and present in graphical and descriptive format for the deployment option(s):

Degree of benefit to be gained through its implementation: Extent to which it achieves established performance targets.

Potential negative consequences.

Component H – Develop and produce a draft version of the written report for review by the Department representatives.

The draft report shall include:

- An executive summary describing the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- Detailed narrative analysis of each report component structured in easy-to-read sections, accompanied by explanatory support to encourage understanding by both staff and civilian readers.
- Clearly designated recommendations highlighted for easy reference and catalogued as necessary in a report appendix.
- Supportive charts, graphs, and diagrams, where appropriate.
- Supportive maps, utilizing GIS analysis, as necessary.
- Appendices, exhibits, and attachments, as necessary.

This dialogue will help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Component I – Delivery of Final Written Standard of Cover Assessment Report

The Proposer will complete any necessary revisions of the draft and produce ten publication-quality bound, final versions of the written report.

If requested, present or assist with the presentation of the project report, and include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- Supportive audio-visual presentation.
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate.
- Opportunity for questions and answers, as needed.

Component J – Planning Workshop

Facilitate the development of an organizational strategic plan utilizing a local planning team (12 to 20 persons) that includes representatives of various levels and interests within the Communities.

Objective 1: Vision, Mission, and Values

Using an experienced facilitator, guide the local planning team in the development of meaningful vision, mission, and values:

- Vision statements describe the way the organization views itself in the future.
- Mission statement describes the purpose for which the organization exists.
- Values enumerate the principles or ideas that are important to the members.

Facilitate discussions that ensure participation by all present to stimulate challenging thought processes, prevent tangential discussion, and move the group to consensus. Consensus identification of key internal standards creates the moral and practical guidelines of the organization.

Objective 2: Internal and External Assessments

Guide the local planning group through the honest and objective assessment of internal issues and the assessment of external challenges.

Component K – Delivery of Final Strategic Plan Document

Complete any necessary revisions of the draft and produce ten publication-quality bound, final versions of the written report.

A formal presentation of the project report shall be made by Department and consultant team members to the FCFA Board and/or elected officials, and/or the public, and shall include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- Supportive audio-visual presentation.
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate.
- Opportunity for questions and answers, as needed. All presentation materials, files, graphics, and written material will be provided to the Department at the conclusion of the presentation(s).

CITY OF REDDING CONSULTING AND PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT (“Contract”) is made at Redding, California, by and between the City of Redding (“City”), a municipal corporation, and _____ (“Contractor”) (collectively the “Parties, individually a “Party”) for the purpose of _____.

WHEREAS, City does not have sufficient personnel to perform the services required herein thereby necessitating this Contract for personal services.

NOW, THEREFORE, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

SECTION 1. CONTRACTOR SERVICES

Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the services described in Exhibit A, attached and incorporated herein. Contractor shall provide the services at the time, place and in the manner specified in Exhibit A.

SECTION 2. COMPENSATION AND REIMBURSEMENT OF COSTS

- A. City shall pay Contractor for services rendered pursuant to this Contract, at the times and in the manner set forth in Exhibit B, attached and incorporated herein, in a total amount not to exceed \$ _____. This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Contractor that are reasonably associated with the provision of services under this Contract. The payments specified herein shall be the only payments to be made to Contractor for services rendered pursuant to this Contract.
- B. Contractor shall submit monthly invoices to City for work completed to the date of the invoice. All invoices shall be itemized to reflect the employees performing the requested tasks, the billing rate for each employee and the hours worked.
- C. All correct, complete and undisputed invoices sent by Contractor to City shall be paid within thirty (30) calendar days of receipt.

SECTION 3. TERM AND TERMINATION

- A. Contractor shall commence work on or about _____ and complete said work no later than _____. Time is of the essence.
- B. If Contractor fails to perform its duties to the satisfaction of City, or if Contractor fails to fulfill in a timely and professional manner its obligations under this Contract,

then City shall have the right to terminate this Contract effective immediately upon City giving written notice thereof to Contractor.

- C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Contractor's sole right to terminate shall be limited to termination for cause.
- D. Contractor hereby acknowledges and agrees that the obligation of City to pay under this Contract is contingent upon the availability of City's funds which are appropriated or allocated by the City Council. Should the funding for the project and/or work set forth herein not be appropriated or allocated by the City Council, City may terminate this Agreement by furnishing at least thirty (30) calendar days' written notice of its intention to terminate. In the event of a termination pursuant to this subdivision, Contractor shall not be entitled to a remedy of acceleration of payments due over the term of this Agreement. The Parties acknowledge and agree that the power to terminate described herein is required by Article 16, Section 18, of the California Constitution, and that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this Section.
- E. In the event that City gives notice of termination, Contractor shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Contractor pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- F. In the event that City terminates the Contract, City shall pay Contractor the reasonable value of services rendered by Contractor pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. Contractor shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Contractor.
- G. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4. MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

- A. City shall make its facilities accessible to Contractor as required for Contractor's performance of its services under this Contract, and, upon request of Contractor, provide labor and safety equipment as required by Contractor for such access.

- B. Pursuant to the City's business license ordinance, Contractor shall obtain a City business license prior to commencing work.
- C. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Contractor to practice its profession.
- D. Contractor shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow City to exercise discretion or control over the professional manner in which Contractor performs under this Contract. Any and all taxes imposed on Contractor's income, imposed or assessed by reason of this Contract or its performance, including but not limited to sales or use taxes, shall be paid by Contractor. Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of City. Contractor shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other City benefit.
- E. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- F. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of City. Contractor may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Contractor shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Contractor shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City's Risk Manager shall determine to be necessary.
- G. Contractor, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- H. Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this

Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Contractor shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.

- I. Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Contractor's profession. All products of whatsoever nature which Contractor delivers to City pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Contractor and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.
- J. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Contractor in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Contractor. City shall release, defend, indemnify and hold harmless Contractor from all claims, costs, expenses, damage or liability arising out of or resulting from City's use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Contractor, except for use by City on those portions of the City's project for which such items were prepared.
- K. Contractor, including its employees, agents, and subcontractors, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Contractor shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Contractor shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Contractor's economic interest, and 2) if required by the City Attorney, Contractor shall file financial disclosure forms with the City Clerk.

SECTION 5. INSURANCE

- A. Unless modified in writing by City's Risk Manager, Contractor shall maintain the following noted insurance during the duration of the Contract:

<u>Coverage Type</u>	<u>Minimum Amount</u>
Commercial General Liability (CG-0001)	\$1,000,000 per occurrence \$2,000,000 general aggregate
Comprehensive Vehicle Liability (CA-0001)	\$1,000,000 combined single limits
Workers' Compensation and Employers' Liability	\$1,000,000 per occurrence
Professional Liability (Errors and Omissions)	\$1,000,000

- B. The following additional requirements apply to those coverage requirements specified above:

1. Commercial General Liability Insurance shall include but not be limited to bodily injury, personal injury and property damage. The coverage shall be for the amounts not less than the amounts stated in Section 5.A. of the Contract;
2. Comprehensive Automobile Liability Insurance, shall provide for at least the total limits specified above as combined single limits per accident applicable to all owned, non-owned and hired vehicles;
3. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents and volunteers;
4. Professional Liability (Errors and Omissions) Insurance shall be appropriate to Contractor's profession, against loss due to error or omission or malpractice.
5. The City does not accept insurance certificates or endorsements with the wording "but only in the event of a named insured's sole negligence" or any other verbiage limiting the insured's insurance responsibility.
6. For any category of insurance above as stated in Section 5.A. of the Contract with coverage amounts designated as "N/A," "\$0," or "0," insurance of that type is not required by this Contract.

- C. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- D. The General Liability shall contain or be endorsed to contain the following provisions:
1. City, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents and volunteers.
 2. The insurance coverage of Contractor shall be primary insurance as respects City, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents and volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
 3. Coverage shall state that the insurance of Contractor 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.
 4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to City. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to City.
- E. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-VII.
- F. Contractor shall designate the City of Redding, 777 Cypress Avenue, Redding, CA 96001 as a Certificate Holder of the insurance. Contractor shall furnish City with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be submitted electronically via the PINS Advantage system. A link will be provided for the Contractor, or their insurance agent, to enter and upload documents directly to PINS Advantage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received

and approved in PINS Advantage by the City's Risk Manager prior to the commencement of contracted services. City may withhold payments to Contractor if adequate certificates of insurance and endorsements required have not been submitted as described above or provided in a timely manner.

- G. The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by Section 5 of this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, without limitation, provisions concerning indemnification.
- H. If any policy of insurance required by this Section is a "claims made" policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Contractor shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.
- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Contractor shall immediately notify City's Risk Manager by telephone at (530) 225-4068. No later than three (3) calendar days after the event, Contractor shall submit a written report to City's Risk Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Contractor's insurance company; and 4) a detailed description of the damage and whether any City property was involved.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with California Civil Code § 2782.8, when the services to be provided under this Contract are design professional services to be performed by a design professional, as that term is defined under Section 2782.8, Contractor shall, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligence, recklessness, or willful misconduct of Contractor, its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the City.
- B. Other than in the performance of professional services by a design professional, which is addressed solely by subdivision (A) of this Section, and to the fullest extent permitted by law, Contractor shall indemnify protect, defend and hold harmless, City, its elected officials, officers, employees, and agents, and each and every one of

them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Contractor its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the City.

- C. The Contractor's obligation to defend, indemnify and hold harmless shall not be excused because of the Contractor's inability to evaluate liability. The Contractor shall respond within thirty (30) calendar days to the tender of any claim for defense and indemnity by the City, unless this time has been extended in writing by the City. If the Contractor fails to accept or reject a tender of defense and indemnity in writing delivered to City within thirty (30) calendar days, in addition to any other remedy authorized by law, the City may withhold such funds the City reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Contractor accepts or rejects the tender of defense in writing delivered to the City, whichever occurs first. This subdivision shall not be construed to excuse the prompt and continued performance of the duties required of Contractor herein.
- D. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.
- E. City shall have the right to approve or disapprove the legal counsel retained by Contractor pursuant to this Section to represent City's interests. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing the obligations set forth in this Section.

SECTION 7. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES

- A. This Contract shall be deemed to have been entered into in Redding, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by City and Contractor. No verbal agreement or conversation with any official, officer, agent or employee of City, either before,

during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Contract.

- C. No covenant or condition to be performed by Contractor under this Contract can be waived except by the written consent of City. Forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Contractor of said covenant or condition is complete, City shall be entitled to invoke any remedy available to City under this Contract or by law or in equity despite said forbearance or indulgence.
- D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.
- F. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.
- G. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
- H. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the

terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Contractor.

SECTION 8. SURVIVAL

The provisions set forth in Sections 3 through 7, inclusive, of this Contract shall survive termination of the Contract.

SECTION 9. COMPLIANCE WITH LAWS - NONDISCRIMINATION

- A. Contractor shall comply with all applicable laws, ordinances and codes of federal, state and local governments.
- B. In the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

SECTION 10. REPRESENTATIVES

- A. City's representative for this Contract is _____, telephone number (530) _____, email address _____. All of Contractor's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.
- B. Contractor's representative for this Contract is _____, telephone number (____) _____, email address _____. All of City's questions pertaining to this Contract shall be referred to the above-named person.
- C. The representatives set forth herein shall have authority to give all notices required herein.

SECTION 11. NOTICES

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an

express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To City:	To Contractor:

- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.
- C. Notice shall be deemed effective upon: 1) personal service; 2) two calendar days after mailing or transmission by facsimile, whichever is earlier.

SECTION 12. AUTHORITY TO CONTRACT

- A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.
- B. When the Mayor is signatory to this Contract, the City Manager and/or the Department Director having direct responsibility for managing the services provided herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Contractor or otherwise substantially change the scope of the services provided herein.

SECTION 13. EFFECTIVE DATE OF CONTRACT

The effective date of this Contract ("Effective Date") shall be the date it is signed by City.

IN WITNESS WHEREOF, City and Contractor have executed this Contract on the days and year set forth below:

CONTRACTOR

Dated: _____, 20____

By:
Tax ID No.:_____

**CITY OF REDDING,
A Municipal Corporation**

Dated: _____, 20____

By:

ATTEST:

APPROVED AS TO FORM:

_____, City Clerk

_____, City Attorney

CITY OF REDDING, CALIFORNIA
REQUEST FOR PROPOSALS / REQUEST FOR QUALIFICATIONS
GENERAL CONDITIONS

1. PUBLIC INFORMATION

All submitted proposals and information included therein or attached thereto shall become public record upon their delivery to the City. Proposals may be reviewed by outside interested parties after all proposals received for a particular project have been reviewed and the intended awardee has been selected.

By submission of a proposal, Consultant understands and agrees that the City of Redding is subject to the California Public Records Act (Cal. Gov. Code section 62500 et seq.), and that all or part of the proposal submitted by Consultant may be subject to disclosure therein regardless of whether the proposal or part thereof is marked as proprietary. The City reserves sole discretion to determine whether disclosure is necessary under State law, and Consultant hereby releases City from all liability relating to such disclosure. City shall have no obligation to litigate the issue of disclosure under the Act on behalf of Consultant.

2. ADDENDA

The City of Redding reserves the right to amend, alter, or revoke this request for proposals in any manner at any time. At the City's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers. It is the responsibility of all interested parties to verify the existence of addenda (check Purchasing's website at https://www.cityofredding.gov/government/departments/purchasing/bid_opportunities.php or call/ email the stated City contact).

3. PROPOSAL PREPARATION COSTS

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the vendor.

4. PROPOSALS

All proposals will be firm for a period of ninety (90) calendar days following the required date of submission unless an alternate time frame is stated in the Request for Proposal or Request for Qualifications.

5. DEVIATIONS

If there are any deviations from the specifications set forth herein, the bidder shall note the deviations in his proposal. Failure to note a deviation from the specifications may be grounds for rejection by the City of that particular proposal. Where deviations are noted, the City reserves the right to accept a proposal containing such deviations provided that, in the sole opinion of the City, the deviation or deviations so noted do not affect the overall capability of the alternative item or process proposed to perform the function for which it

is to be acquired and such deviations result in lesser total cost to the City for the subject item or service.

6. WITHDRAWAL OF PROPOSAL

Any proposer may withdraw their proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Such requests are to be directed to the City Clerk.

7. SELECTION PROCEDURES

Proposals submitted will be subject to the City's selection procedures for technical and/or professional consultants. Accordingly, final selection will be based upon overall capability to perform services and not exclusively upon cost of services.

The City may make any investigation it deems necessary to determine the ability of a Proposer to carry out the obligations indicated in the Request for Proposal/Qualifications and the submitted Proposal. At the City's sole discretion, the Proposer shall furnish to the City all information and data for this purpose if materials submitted by, or investigation of, any Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the stated obligations.

The City of Redding reserves the right to accept the proposal that is in the best interest of the City. The City's decision shall be final.

8. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

9. AWARD OF CONTRACT

The award of the contract, if it is awarded, shall be made on the basis of availability of budgeted funds and to a responsible Contractor who presents the best value to the City per Redding Municipal Code 4.20.040(C).

4.20.040(C) Procure for the city the needed quality in supplies, services and equipment that prove to be the best value to the city. Determination of best value may take into consideration additional elements beyond cost such as warranty, life cycle related costs, lead time, desired aesthetics, work experience as verified through references or work examples, vendor location, prior work with the city or other factors deemed relevant by the purchasing officer in the procurement of the needed supplies, equipment or work to be performed.

10. CITY OF REDDING BUSINESS LICENSE

The awarded Vendor/Consultant may be required to obtain a City of Redding Business License per [Municipal Code 6.02 – Business Licenses](#).

6.02.020 It is unlawful for any person to be engaged in business in the city without having a valid license from the city to do so, in compliance with any and all regulations contained in this chapter pertaining to the business, unless the person is exempt under the provisions of this chapter. No person who is an employee, or the direct representative of a licensee, shall be required to pay a license fee for doing any part of the work of the licensee.

The selected firm shall execute an agreement with the City within ten (10) working days after notification of selection, unless the time for execution has been extended for good cause at the sole discretion of the City. Failure of the selected firm to meet contract submission requirements (e.g. insurance) or failure to timely execute an agreement with the City may result, in the sole discretion of the City, a decision to select from the remaining proposers or to call for new proposals.

11. INSURANCE REQUIREMENTS (IF APPLICABLE)

Contractor shall designate the City of Redding, 777 Cypress Avenue, Redding, CA 96001 as the Certificate Holder of the insurance. Contractor shall furnish the City with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be submitted electronically via the City's approved system for electronic insurance document management. A link will be provided for the Contractor, or their insurance agent, to enter and upload documents directly to the City's approved electronic system. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved in the City's approved electronic system by the City's Risk Manager prior to the commencement of contracted services. The Contractor is to cease performing work if out of compliance with these requirements. The City may withhold payments to the Contractor if adequate certificates of insurance and required endorsements have not been submitted as described above or provided in a timely manner.