



SAN RAFAEL

THE CITY WITH A MISSION

REQUEST FOR PROPOSALS

Homeless Outreach Services

May 2022

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Introduction

The Marin County Council of Mayors and Councilmembers (MCCMC) and the Marin Managers Association (MMA) represent all the cities and towns in Marin County. Several years ago, the MCCMC created a Community Homeless Fund where cities and towns, and the County of Marin, allocate funds for certain homelessness services. This Request for Proposals (“RFP”) is being released by the City of San Rafael (City) on behalf of the MCCMC and MMA.

The city is seeking qualified proposals for Homeless Outreach Services to serve individuals and families, specifically in Marin County, who are experiencing homelessness. This RFP seeks proposals for services including Outreach and Engagement, Rapid Response, Intensive Case Management, Multi-Disciplinary Team, and Mobile Shower Services. **Agencies can apply for as few as one or up to all these services in their response.** The services outlined in the RFP are complimentary of each other and proposing all the services in the RFP could create a stronger application. Applicants are **encouraged** to demonstrate in their response how they will partner (helpful to reference any MOU’s) with other Agencies to meet the service areas requested in this RFP.

The funding for this project is made available through the MCCMC and its Community Homeless Fund. The MCCMC and the MMA, through their homelessness subcommittees, will be part of the review process and the decision to fund proposed projects. Ultimately, the individual cities and towns determine their participation in the Community Homeless Fund.

There may be one or more awards as determined by RFP submission(s). The total award amount for all required services across providers **will not exceed \$360,000 annually.** The award period will be three years (based on successful annual outcome measures) July 1, 2022 – June 30, 2025.

The target population for outreach services are individuals experiencing homelessness who are unsheltered in Marin County (living outdoors, in vehicles, or other places not meant for human habitation). Program participants must be Marin County residents at the time of service. Individuals are **not required** to be clean and sober, to have completed or currently be in treatment, to be compliant with medication prescription, or to have income or employment to access outreach resources. Participants will not be screened out for lack of “motivation.” The delivery of services is to be Guided by Housing First principles. The primary objective of the program is to help unsheltered people transition to safe, secure housing as a starting place to address other issues.

Submission Instructions and Deadline

Proposals meeting the stated requirements are **due no later than 12 pm PDT June 1, 2022**.

Electronic submittal may be sent to homelessoutreachservices2022@Cityofsanrafael.org identified clearly with the words “Proposal – Agency Name – Homeless Outreach Services – 2022” within the subject line.

Anticipated Timeline (subject to change)

May 13, 2022	Distribution of RFP
May 20, 2022	Deadline for questions by 12pm
June 1, 2022	Proposals due BY 12 pm - late proposals will not be reviewed, no exceptions
June 8, 2022	Finalists contacted by 5 pm
June 15-17, 2022	Contract Negotiations
August 1, 2022	Services commence

Requests for Clarification

All questions relating to the RFP shall be submitted by May 20th by 12 pm to: homelessoutreachservices2022@Cityofsanrafael.org. **The city will not respond to questions submitted after May 20th.**

Scope of Services

The following sections (1-5) describe in detail the services being requested through this RFP.

- 1. Outreach and Engagement (O/E)** – Street-based outreach and engagement is essential to building relationships based on trust and respect between the clients and Agencies and is a key step toward permanent housing. O/E will serve unsheltered homeless in Marin County, with a focus on persons who have been unsheltered the longest and/or have the highest barriers to re-entering and maintaining housing. O/E is conducted primarily in the field, in areas where unsheltered homeless are known to live and spend time, including encampments, streets, under bridges and overpasses, and in isolated areas.

Please review the below elements and include them in your narrative to the extent that strengthens your proposal.

- Implement best practices designed to engage unsheltered homeless, e.g., outreach techniques, motivational interviewing, multi-disciplinary team approach, law enforcement partnerships
- Build rapport and build positive relationships with unsheltered homeless individuals to provide pathways to housing and linkages to other homeless system and/or mainstream services.
- Identify and conduct regular and ongoing outreach to areas where unsheltered homeless people live, such as encampments, streets, under bridges and overpasses, and in isolated areas.
- Work with and refer individuals and families to services that include Behavioral Health, Physical Health, and other key services.
- Collaborate with other key stakeholders in creating and implementing plans to provide additional services and coordination of services to people living in encampment areas and vehicles.
- Coordinate with jurisdictions and other Agencies on an ongoing basis, with intensive coordination when a jurisdiction is planning to clear out an encampment.¹
- Maintaining by-name lists for specific areas, individuals, or encampments to assist with coordination of services.
- Provide supplies or other items to assist clients with meeting their basic needs and to build rapport (food, gift cards, socks, glasses, etc.).
- Identify immediate needs that require short-term interventions, such as direct assistance for basic needs or emergency calls for urgent medical needs.
- Provide transportation assistance to support clients with connecting to services.
- Document outreach and engagement activities in the appropriate data system.

¹ Homeless outreach teams do not conduct any enforcement activities or encampment clear outs, however they do stay in close communication with jurisdictions regarding the jurisdiction's plans and timelines, and they coordinate with other entities providing services to the individuals.

- 2. Rapid Response** – Rapid Response provides a mechanism for community members to contact homeless outreach staff to strive to make contact and provide support to unsheltered homeless individuals. The goal is to be available to address (**not necessarily resolve**) issues in a timely manner. The community (merchants, Chamber of Commerce, the public) will have a point of contact number for the Rapid Response Team who will deploy to locations where there are concerns related to homelessness. Inquiries for rapid response to unsheltered homeless may come from agencies, medical providers, law enforcement, or the community at large. Response to the location must occur within 24 hours, Monday through Friday. It is NOT the expectation that this phone will be answered 24/7/365. Community members will be able to leave a message at this number, with the expectation that phone messages will be monitored Monday – Friday and all inquiries will be responded to in person within 24 hours and that the inquiring party is informed of status within 72 hours.

Please review the below elements and include them in your narrative to the extent that strengthens your proposal.

- Establish a process (including a dedicated phone number) for receiving (via phone and email), responding to, documenting, and tracking rapid response requests.
 - Communicate process for making rapid response inquiries to Agencies, medical providers, law enforcement, stakeholders, and other community members.
 - Deploy outreach staff to locations of inquiries and make reasonable efforts to make contact and engage with the unsheltered homeless households.
 - **Conduct outreach within 24 hours of the request. 24 hours is the maximum response time during Monday to Friday standard business hours.**
 - If contact is made and client is willing, provide outreach and engagement activities, including all the outreach and engagement services listed above, with an emphasis on attempting to connect the individual to immediate assistance such as emergency shelter or other residential setting (detox, residential treatment program, etc.).
 - **Maintain documentation of all inquiries and responses and status**
 - Document services in a timely manner.
- 3. Intensive Case Management** – Case Management provides intensive services to a set caseload of individuals, including working with each client to develop and implement a housing plan. Additionally, the Case Manager links and connects clients to other services to meet their needs (physical/mental health, vouchers). The clients are only placed on a caseload once they have been assessed by the Coordinated Entry System. A caseload size for a full-time outreach worker would typically be 15-20 unsheltered individuals at any given time.

Please review the below elements and include them in your narrative to the extent that strengthens your proposal.

- Apply a client-centered approach (individualized treatment planning), respecting individual strengths and preferences.
- Implement trauma-informed care and harm reduction model.

- Work closely with other Agencies (primary and mental health, housing location, etc.) to ensure a “warm transfer” of services once a client is housed or transitions into another program with case management, such as a shelter or residential treatment program.
- Create and implement a client-centered housing plan to assist clients with rapidly and sustainably exiting homelessness.
- Based on each client’s unique needs, link unsheltered clients to mainstream, health, and behavioral health services.
- Work with shelter providers to facilitate temporary housing interventions and ensure clear roles and responsibilities on case plan and permanent housing goals.
- Provide transportation assistance to assist clients with getting to shelter, appointments, etc.
- Maintain knowledge of eligibility and referral/application processes for a wide range of housing resources, including permanent supportive housing (PSH), rapid re-housing, Veterans Affairs Supportive Housing vouchers (VASH), other subsidies/vouchers, senior housing, shared housing, affordable housing in the community, as well as other applicable resources such as detox services, residential and outpatient substance use treatment programs, and long-term care facilities.
- May provide supplies or other items to assist clients with meeting their basic needs and to build rapport (examples include food, gift cards, socks, glasses).
- Assist clients with completing the application or enrollment processes for housing programs.
- Support clients with becoming “document ready” and with the eligibility process for housing programs, including intensive support with obtaining documents from agencies such as Social Security and the Department of Motor Vehicles.
- Identify non-housing-related services that clients are already connected to and coordinate with other Agencies to facilitate access (e.g., engagement, transportation).
- Maintain case files of case notes on housing plan progress, required documentation for eligibility and housing applications, and current client consent and release of information.
- Document case management activities in the appropriate data system.

4. Multi-Disciplinary Team (MDT) Meetings – Case Conferencing enables Homeless Services staff to utilize a broad array of experience to assess and plan next steps for a client’s path to housing. These Case Conferencing meetings are held at minimum on a monthly basis and address all clients on a caseload. Participants in this monthly meeting include staff from the cities, Marin County, law enforcement and other Agencies. These are meetings where the MDT will document clients’ progress and provider will be held accountable for progress.

At the MDT meetings, outreach staff report on each client who is receiving case management services (and who has signed the applicable Release of Information forms) and present the housing-focused case plan, updates on the progress toward housing, barriers, and challenges. MDT participating agencies (which include City staff, Behavioral Health, and other Agencies) provide suggestions, resources, and sometimes also offer direct assistance to the clients in collaboration with the outreach staff.

Applicants must agree to collaborate with Marin County and its system of care to ensure the MDT process and structure is inclusive of and aligns with strategies that Marin County is utilizing.

Please review the below elements and include them in your narrative to the extent that strengthens your proposal.

- Maintain a collaborative environment with representation at MDT meetings from law enforcement, homeless shelters, Service Agencies, primary and mental health care.
- Maintain strict confidentiality in case conferencing and follow program confidentiality policies regarding obtaining consent to share information/Release of Information forms.
- Maintain approved participant list of MDT members and maintain active participation by key partners.
- Facilitate each MDT meeting and take written notes including all action items and next steps for each client's housing-focused case plan.
- Provide information to clients on MDT model and obtain consent for case conferencing within the MDT if clients are willing.
- At each MDT meeting: Homeless outreach case manager who provides services to clients presents about each client who is receiving case management. The case manager presents the client's housing-focused case plan, progress toward housing, eligibility for various housing resources, barriers, challenges, concerns, needs, and can request suggestions or support from MDT approved participating agencies.

- 5. MOBILE Shower Services** – All Mobile shower services proposed **MUST** be provided across Marin County to address the hygiene needs of the homeless community to the greatest extent possible. Mobile shower services are a unique opportunity to support our homeless community health and well-being. It is also an opportunity to assess needs and engage in services.

Please review the below elements and include them in your narrative to the extent that strengthens your proposal.

- How sites and times/days will be determined
- What assessment tools are utilized (ex. VI-SPDAT) and how provider ensures assessments are completed
- How an agency provides referrals to other services needed to shower participants
- How the equipment is maintained
- Contingency planning in the event there is a malfunction of the equipment that prevents showers from being provided

Additional Services

The Agencies may be asked, at the City's discretion, to perform additional related tasks in addition to those currently anticipated above. The Agencies should therefore have the capability to provide related professional services.

Selection Criteria

Proposals will be evaluated in accordance with the details requested being included in the proposal:

Program Components, Services Approach, Staffing, Start-Up Plan (30 points maximum)

- Proposed approach, including an understanding of the scope of services to be provided and appropriateness of the proposed services.
- Alignment with Housing First approach.
- Implementation of housing-focused services to assist each client with developing and implementing his/her/their plan to return to housing.
- Client-centered, strengths-based approach.
- Responsive to the needs of clients, including clients with significant barriers and challenges.
- Proposed staffing model.
- Staff training.
- Accessibility of services, including staff's language capacity, and other facets of accessibility.
- Accessible hours of operation, especially outside of regular business hours. Services provided during times that are tailored to the needs of the clients.
- Program management/oversight to ensure support and supervision of staff, data tracking and reporting, and overall quality of services.
- Proposed approach that meets the stated timeline, including start-up timeline.

Program Oversight Structure (20 points maximum)

- The program includes a program manager/director who will be responsible for overall program operations, including quality assurance and improvement, consistency of services, ongoing training and supervision of staff, partnerships with stakeholders, data tracking, and performance outcomes. The program manager and/or director may be full-time or part-time, depending on the size of the program.
- The program works closely with staff from the City Manager's Office on program implementation and program structure as it relates to other outreach services in the community, and how this program interacts with other homeless system programs, such as the Marin County Housing Authority and the Coordinated Entry System.
- The program recruits, retains, trains, and supervises qualified program staff, who demonstrate experience in:
 - a. working with hard-to reach and hard-to-serve clients, who may otherwise be disconnected from mainstream and homeless system services and supports. This means providing ongoing, comprehensive staff trainings on best practices in working with homeless individuals with complex needs, safety protocol and procedures, motivational interviewing, job functions and responsibilities, and emergency response protocol.
 - b. providing outreach during inclement weather episodes in which the Inclement Weather Program is activated, including cold weather, rainy weather, heat waves, and poor air quality.

- c. cultural competence and sensitivity. Program includes multilingual staff.
- d. trauma informed care, motivational interviewing, harm reduction, mental health, and other areas as needed to ensure they are equipped to work effectively with chronically homeless and unsheltered individuals. Staff should apply a strengths-based, person-centered approach to case management that utilizes motivational interviewing and other current best practices.
- e. Housing First principles and actively working to move the greatest number of unsheltered individuals towards permanent housing.
- f. the array of services available within the community. Staff maintain current knowledge of referral/application processes for shelter, housing resources, voucher and subsidy programs, senior housing, affordable housing, shared housing, substance use treatment programs, long-term care/medical facilities, and other applicable resources.
- g. consistent documentation of services and data entry in an appropriate system
- h. The program provides outreach staff with support, training, and case consultation as needed with staff who have clinical expertise to brainstorm additional methods for engaging and serving clients.
- The provider maintains written documentation of program policies and procedures and updates the documents on a frequent basis. Documentation includes all areas of program operations, including the following:
 - a. High quality services consistent with the program model and aligned with Housing First principles.
 - b. Process for receiving, documenting, and responding to referrals and requests for service.
 - c. Process for clients to begin receiving case management and procedure for when case management ends.
 - d. Frequency of supervision and process for staff to reach manager for urgent needs.
 - e. Thorough, accurate, and timely documentation of all services in the HMIS system.
 - f. Safety and emergency protocol.
 - g. Incident report and resolution process.
 - h. Confidentiality policies and applicable forms.
 - i. Program implements Housing First principles, serves the hardest to serve homeless, and actively works to move the greatest number of unsheltered individuals towards permanent housing.
 - j. Program implements a person-centered, strengths-based approach that tailors case management to each client.
 - k. Collaboration with safety net providers, homeless providers, medical and behavioral health providers, substance use treatment programs, law enforcement, and other applicable partners.
- Program has an internal grievance process that clients can use to resolve conflicts within the program. Written policies and procedures for resolving grievances, including a statement regarding the client's right to request reasonable accommodation, are posted in a conspicuous place and accessible to clients.

Agency Qualifications, Experience, Capacity, and Outcomes (30 points maximum)

- Recent relevant experience in providing services to the population(s) to be served and strong outcomes of the relevant services provided.
- Demonstrated capacity of agency to provide the identified services.
- Recent data demonstrating strong performance for relevant services provided.
- Experience training and monitoring staff and program performance.
- Expected performance outcomes and impact of services.
- Experience and approach for incorporating strategies ensuring racial and gender equity for all program participants.
- Experience and approach for incorporating people with lived experience of homelessness into the planning and implementation of the proposed program's services, policies, and procedures.
- Claims and violations against you or your organization.
- Ability to meet timelines and all requirements listed in the RFP.
- Clearly defined roles and responsibilities

Organizations that currently or previously contracted with the City will be reviewed for contract and program compliance including financial management, timely and adequate submission of invoices and reports, monitoring results, performance, and any other relevant documentation or information.

Customer Service (5 points maximum)

- Grievance policy.
- Demonstrated ability to collect and utilize feedback from clients in a systematic way to make program changes.
- Assurance of high-quality services.
- Responsive to the needs of clients.
- Experience providing culturally and linguistically appropriate services, including approach to providing services to clients who speak a language other than English.
- Demonstrated ability to collect and utilize feedback in a systematic way from key partners including other community organizations and City and -- programs that work with vulnerable residents.

Budget and Financial Capacity (10 points maximum)

- **Clarity of submitted budgets for services proposed in response**
- **MANDATORY: Please demonstrate how the agency could scale the project if you received less than your proposed budget**
- Experience administering grants or contracts from other public or private funders
- Agency's overall stability and financial health.
- Budget and budget narrative provide sufficient detail on staffing costs and other line items.
- Experience tracking and reporting on funding for grants or contracts from other public agencies.
- Additional financial resources identified to be leveraged by the agency.
- Agency financial processes including internal controls and compliance with accounting practices.

Quality Assurance and Quality Improvement (5 points maximum)

- Utilizing data to identify performance measure outcomes, areas of need, and service impact.
- Ongoing quality assurance and quality improvement processes.
- Demonstrated ability to provide complete, timely, and accurate data in a case management system or other relevant experience that demonstrates capacity for complete, timely, and accurate data entry/tracking.
- Additional measurements/metrics/deliverables/assessments provided to demonstrate program impact.

Performance Evaluation

Upon award, the contract will reflect the required outcomes (per below chart). Performance will be measured through **mandatory quarterly reporting**. All reporting will be outlined with specific due dates in the contract. The renewal of funding each year is dependent on progress towards the deliverables being met.

REQUIRED annual performance measures (reported quarterly) will include the following:

Measure	
1	Number of unduplicated clients who move into permanent housing
2	Number of unduplicated clients who move into shelter or interim housing
3	Number of unduplicated clients who are connected to ongoing health services
4	Number of unduplicated clients who complete a CES assessment
5	Number of unduplicated individuals who receive outreach and engagement services each Fiscal Year
6	Cumulative annual number of Outreach and Engagement encounters
7	Percentage of rapid response inquiries responded to within 24 hours of the inquiry being made
8	Number of unduplicated individuals who receive case management services
9	Number of unduplicated showers provided; Number of cumulative showers provided
10	Number of MDT meetings held annually (a minimum of 12, with at least one every month)

Proposal Contents and Format

The submittal is to be prepared in PDF format and limited to **25 pages**. Please use 12-point font and 1-inch margins. Budget pages, schedules, board letter, and organizational charts will not be counted towards the page limit.

Agencies must include the following information in the Proposal.

Program and Model of Service Delivery

Describe the program and which service(s) you are proposing, including how services proposed align with the services described in this RFP. Ensure that you provide all detail requested to explain the services that will be offered and how the program will be structured. Additionally, please detail:

- **your implementation and start-up plan to begin services. It is the expectation that services will begin no later than August 1, 2022.**
- how the proposed services will work with cities, Marin County, non-profits, homeless shelters, service agencies, law enforcement, primary and mental health, and other partners.
- how the program aligns with the Housing First approach.
- how the program helps each client/household to develop and implement their housing plan, and how the program assists clients with returning to housing as quickly as possible.
- how your agency plans to gather and incorporate feedback from people with lived experience of homelessness into the services listed in this RFP.

Staffing Plan

Describe the staffing plan for the proposed services, including:

- **Hiring strategies that support a service implementation date of 8/1/2022**
- **Staff person responsible for ALL reporting requirements**
- A list of positions/personnel that will be involved, their full time equivalent (FTE) for the program, and the roles and responsibilities of each staff.
- Which staff (or position) will provide which aspects of homeless outreach services (outreach and engagement, rapid response, case management, multi-disciplinary teams, mobile shower services).
- Staff position(s) that will be responsible for staff supervision, program oversight, complying with tracking and reporting project performance outcomes, creating and implementing procedures and policies, and monitoring procedures and policies to ensure consistent application and high levels of customer service.
- Required qualifications for staff members providing services under this RFP.
- Initial and ongoing training that staff will receive.
- Proposed schedule of services/hours of operation, including if and to what extent the program will provide services outside of business hours (outside of Monday-Friday, 8am-5pm).

Budget and Budget Narrative

- Attach a detailed Program Budget specific to each proposed service. Please be clear regarding amount requested per service and the total request, including staffing costs (Salaries and Benefits).
- Provide a budget narrative that describes and justifies budgeted line items.
- **An agency may include indirect costs (administrative overhead) not to exceed ten percent of the overall request.**
- The request **cannot exceed \$360,000 (including indirect costs and fringe benefits)**. If it does, the proposal will be considered unresponsive.

Note that the program budget does not take the place of a separate budget narrative.

Agency Qualifications, Experience, Capacity, and Outcomes

Provide a statement of qualifications for your organization, including:

- size of your organization (number and FTE of staff, delineating between employees and consultants),
- organizational structure, including 501(c)(3) status, for-profit status, or other status, size and membership of governing board, and office/program locations
- description of services provided by your organization,
- your organization's experience providing the services requested in this RFP or similar services specific target populations you have served through existing programs, and the results achieved. If you have not provided related services, please describe other programs you operated that have similar features, and include the population served and program results.
- how your agency currently incorporates people with lived experience of homelessness into the planning and implementation of your programs.
- organization's experience administering contracts for funding, including the types of contracts your organization received (funder, amount, term, program, etc.).

Describe your organization's grievance policy (for clients who disagree with a program decision or feel that they are not receiving appropriate services) and how clients are informed about the policy. If there is no grievance policy in place, describe the process to establish a policy within the program start-up timeline.

Data, Performance Measures, and Quality Improvement

If you operate homeless outreach programs currently, describe the program scale and budget. List key outcomes for the past three fiscal years, including the number of clients served by outreach, the number of clients served who moved into shelter or another temporary destination, number of clients who moved into permanent housing, and any other key outcomes. If your agency does not currently operate homeless outreach programs, list key performance measures and outcomes of any similar services or programs your agency provides.

Describe your agency's experience ensuring complete and timely data entry into a data management system. Describe how your agency uses data to identify the following:

- Agency performance measures and results
- Areas of need
- Outcomes and impacts of service

Describe your agency's ongoing quality assurance and quality improvement processes, and how your agency ensures high quality services and consistent implementation of all policies, procedures, and tools.

Attachments (mandatory but not included in total page count)

Attach the following documents:

- **A letter from the Board of Directors authorizing the submission of this proposal, including the total dollar amount requested, services proposed, and the person responsible for the delivery of services**
- Overall agency organization chart
- Proposed program-specific organizational chart (with titles)
- Documentation of 501(c)(3) status
- Organization's grievance policy (staff and clients)
- Overall agency budget and actuals for FY 20-21 and current budget for FY 21-22
- Agency's most recent audited financial statement

References (not included in page total)

Provide at least two references from other Agencies for whom you have partnered with or provided similar services as described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current.

Selection Process

Short list selection process

A review committee will evaluate all responses to the RFP that meet the submittal requirements and the submittal deadline. Those submittals that do not meet the submittal requirements or the deadline will not be considered.

Finalist selection process

A single set of interviews with the top-ranking organizations may be held in order to establish the final ranking. A selection group composed of City staff will evaluate and rank finalists. Final ranking of Agencies will be based both on the Proposals and ratings from the interview.

The City may proceed with a contract agreement with the top-ranking organization. If the City and the Agencies cannot reach agreement in the negotiation, the City will terminate negotiation and, at its option, negotiate with the other applicant Agencies.

Maintenance of List

The City may, at its sole discretion, elect to use the list established by this selection process to provide services for one or more of the projects described in this RFP. The City may also select more than one Agencies to fulfill the City's needs described in this RFP, if it is deemed in the best interest of the City. The City may issue subsequent RFPs for any of this work and related future work.

Terms and Conditions

The City reserves the right to accept or reject any or all Proposals, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in the Proposals. The City also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use.

This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Agencies. By submitting a response to this RFP, the successful Agencies agrees to execute a contract agreement with the City. The City reserves the right to negotiate any and all terms of the agreement, including the Term, Scope of Service and Compensation.

Each candidate submitting a Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are the candidate's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each candidate acknowledges and agrees that all documentation and/or materials submitted with the Proposal shall remain the property of the City.

Each candidate should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a candidate submits, is a trade secret. If a request is made for information marked "confidential", the City will provide the candidate who submitted such information with reasonable notice to allow the candidate to seek protection from disclosure by a court of competent jurisdiction.

Insurance Requirements

The selected Agencies shall procure at its own expense, and keep in effect at all times during the term of any agreement with the City, the types and amounts of insurance as specified in this RFP.

The Agencies shall take out and maintain during the term of the Agreement, Worker's Compensation and Employer's Liability insurance for all their employees engaged in the work under the Agreement. Should any work be subcontracted, the Agencies shall require the Subcontractor to similarly provide Worker's Compensation and Employer's Liability insurance, all in strict compliance with the State laws. All Worker's Compensation policies must be endorsed with a waiver of subrogation against the City to fully protect the City from any and all claims arising out of occurrences related to the work.

A. **Scope of Coverage.** During the term of this Agreement, **Agencies** shall maintain, at no expense to **City**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.
2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.
3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **Agencies'** performance of services under this Agreement. Where **Agencies** is a professional not required to have a professional license, **City** reserves the right to require **Agencies** to provide professional liability insurance pursuant to this section.
4. If it employs any person, **Agencies** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **Agencies'** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **City**.

B. **Other Insurance Requirements.** The insurance coverage required of the **Agencies** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **City**, its officers, agents, employees, and volunteers, or other entities as the City may require as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **Agencies'** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **City** and shall not call upon **City** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **Agencies'** policies shall be at least as broad as ISO form CG20 01 04 13.
3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.
4. By execution of this Agreement, **Agencies** hereby grants to **City** a waiver of any right to subrogation which any insurer of **Agencies** may acquire against **City** by virtue of the payment of any loss under such insurance. **Agencies** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **City** has received a waiver of subrogation endorsement from the insurer.
5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.
6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **City** (if agreed to in a written contract or agreement) before **City's** own insurance or self-insurance shall be called upon to protect it as a named insured.
8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **City** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **Agencies** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **Agencies'** insurance policies must be declared to and approved by the Project Manager and City Attorney and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **City** or other additional insured party. At **City's** option, the deductibles or self-insured retentions with respect to **City** shall be reduced or eliminated to **City's** satisfaction, or **Agencies** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **Agencies** shall provide to the Project Manager or **City's** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **City** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **Agencies**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by Project Manager and the City Attorney.