

CITY OF SANTA BARBARA
CITY ADMINISTRATOR'S OFFICE



REQUEST FOR QUALIFICATIONS

Title: Interim Service Provider for Referral-Based Emergency
Shelter Services

Issue Date: October 21, 2025

Proposals Due on:
Tuesday, November 4, 2025
On or Before: 5:00pm

REQUEST FOR QUALIFICATIONS

Proposals will be received electronically until **5:00 P.M. Pacific Daylight Time, November 4, 2025**. Please submit proposals to Barbara Andersen, Senior Assistant to the City Administrator, by email at: BAndersen@SantaBarbaraCA.gov. The receiving deadline is absolute. Allow time for technical difficulties and expected delays. **Late or incomplete RFQs will not be accepted.**

INQUIRIES/CLARIFICATIONS

Questions shall be submitted by email to: BAndersen@SantaBarbaraCA.gov or by phone at: (805) 564-5302 until 5:00 p.m., Monday, October 28, 2025. The City will not be bound by or be responsible for any interpretations or conclusions drawn from this RFQ. Any questions the City feels are pertinent to all interested proposers will be answered to all participating proposers as addenda to this RFQ.

FAIR EMPLOYMENT PRACTICES

Proposers must comply with Government Code section 17940 et seq. and Santa Barbara Municipal Code Chapter 9.126 relating to non-discriminatory employment practices.

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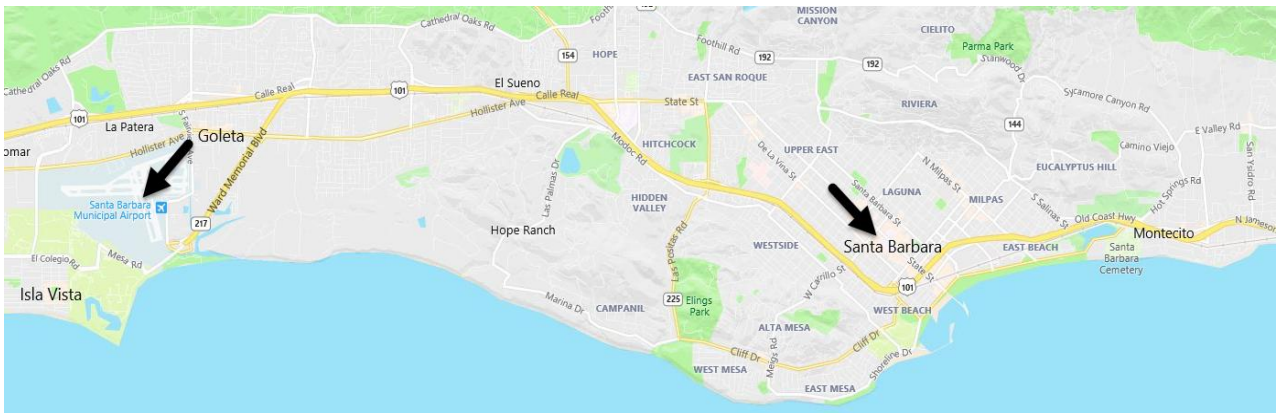
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I. INTRODUCTION

1. Background and Project Overview

The City of Santa Barbara (“City”) is a coastal city. The City is a full service city serving approximately 92,000 residents. The City has an airport, a waterfront and harbor, police and fire departments, water and wastewater treatment facilities, and a desalination plant. The City’s airport is located in Goleta. The City is located on California’s central coast in southern Santa Barbara County, approximately 90 miles northwest of Los Angeles.

The City lies between the Pacific Ocean and the Santa Ynez Mountains. The primary access to and from the City is U.S. Highway 101.



The City is requesting qualifications from experienced nonprofit service providers in delivering referral-based emergency shelter services for individuals experiencing homelessness. The goal is to select a qualified provider to operate an existing referral-based emergency shelter at 816 Cacique Street, Santa Barbara, California on an interim basis as the City works to distribute a Request for Proposals (RFP) for a longer-term service provider.

2. Qualifications

Applicants must meet all of these qualifications:

- (a) Nonprofit, governmental or other legal entity authorized under California state law to provide the services;
- (b) A minimum of five years of experience providing emergency shelter and/or related services to people who are experiencing homelessness;
- (c) Demonstrated financial stability: audited financial statements (or certified by CPA) for past five years;
- (d) Ability to comply with applicable licensing, health, safety and regulatory requirements; and
- (e) Ability to collect, manage, and report required data in accordance with federal, state and local regulations.

3. Conditions

The selected proposer must be available to start work by December 1, 2025 and serve as an interim service provider through June 30, 2026. The City requires the service provider to designate one individual as the Project Manager. The Project Manager will be the point of

contact for all communications including reporting and invoices for the Professional Services Agreement and will be responsible for oversight of all activities and deliverables included in the Scope of Work.

II. CONDITIONS GOVERNING THE PROCUREMENT

This procurement will be conducted in accordance with the City of Santa Barbara procurement codes and procedures.

1. Receiving Time/Late Proposals

It is the responsibility of the proposer to submit their proposal by the deadline of Tuesday, November 4, 2025 by 5:00 p.m. **Late or incomplete proposals will not be accepted.**

2. Acceptance of Conditions Governing the Procurement

Proposers must indicate their acceptance of the conditions governing the procurement in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFQ.

3. Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFQ shall be borne solely by the proposer.

4. Prime Contractor Responsibility

Any contract that may result from the RFQ shall specify that the prime contractor is solely responsible for fulfillment of the contract with the City. The City will make contract payments only to the prime contractor.

5. Offeror's Rights to Withdraw Proposal

Proposer will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the City's Contact.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFQ, including proposal prices, will be considered firm for 90 days after the due date for receipt of proposals or 60 days after receipt of a best and final offer if one is requested.

7. Best and Final Offer

The City reserves the right to request best and final offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed.

8. Disclosure of Proposal Contents – Designation of Confidential Information

All proposals submitted in response to this RFQ will become the property of the City of Santa Barbara and are deemed **a public record subject disclosure under the California Public Records Act.**

All proposals will be treated as confidential documents exempt from public disclosure until the selection process has been completed. Once the selection has been made and the contract with the successful proposer is ready for final approval, all proposals will be subject to public disclosure.

A complete proposal may require submission of information that a proposer considers proprietary and confidential. Information a proposer claims is confidential should be segregated into a separate section of the proposal. The specific information claimed as confidential must be clearly marked as confidential and the specific grounds for exemption from disclosure, such as trade secret, must be clearly stated in the proposal.

When the City receives a request for public disclosure of a proposal after completion of the selection process, the City will disclose the proposal except for any parts marked confidential as required by law. If a request is made for disclosure of information marked confidential, the City will make reasonable efforts to promptly provide a copy of the request to the proposer. The proposer may immediately seek a protective or other judicial order to prevent disclosure of the material identified as confidential. It is the proposer's responsibility to advise the City that a protective order will be sought. The proposer must serve a copy of the request for a protective order on the City within seven days after receipt of notice of the request. If City does not receive a copy of the request for a protective order, the City may disclose the information as required by law.

9. No Obligation

The City will not be obligated in any manner under this RFQ unless and until a valid written contract is awarded and approved by appropriate authorities in accordance with the City Charter and Municipal Code.

10. Termination

This RFQ may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City.

11. Sufficient Appropriation

Any contract awarded, for multiple years, as a result of the RFQ process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effectuated by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Governing Law

This procurement and any Contract with proposer that may result shall be governed by the laws of the State of California.

13. Oral Changes and Basis for Proposal

Do not rely upon oral explanations. Changes and addenda will be issued in writing. Only information supplied by the City in writing through the Purchasing Department, the City's Contact, or in this RFQ should be used as the basis for the preparation of proposals.

14. Contract Terms and Conditions

The contract between the City and a contractor will follow the format specified by the City and contain the terms and conditions set forth in Attachment B, "Sample Contract." However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFQ.**

Should a proposer object to any of the City's contractual terms and conditions contained in the City's sample contract below (Attachment B), that proposer must propose specific alternative and/or additional language. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

15. Proposer's Terms and Conditions

Proposers must submit with the proposal a complete set of any additional or modified terms and conditions that they expect to have included in a contract negotiated with the City.

16. Right To Waive Minor Irregularities

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

17. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

18. Right to Publish

Throughout the duration of this procurement process, proposers must secure from the City written approval prior to the release of any information that pertains to the proposal or negotiations for a contract pursuant to the proposal. Failure to adhere to this requirement may result in disqualification of the proposer.

19. Ownership of Proposals

All documents submitted in response to the RFQ shall become the property of the City of Santa Barbara and **are subject to public records request.**

20. Contract Award

Proposal will be evaluated by a Committee comprised of City staff and representatives from the Santa Barbara County Department of Housing and Community Development, Santa Barbara County Department of Behavioral Wellness, Santa Barbara County Probation Department, Cottage Health, and City of Goleta. An initial review will be completed by the Committee to identify qualified candidates.

If the City is unable to negotiate a contract with the proposer whose proposal received the most points as determined by the Evaluation Committee, it may negotiate with the next ranked proposer. This contract shall be awarded to the proposer or proposers whose proposal received the most points. Proposers will be notified when the determination award is being made. Contract award is subject to final approval by the approval authority specified under the City's Charter or Municipal Code.

21. Records and Audits

The proposer shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by contract, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment and shall be subject to inspection by the City. The City shall have the right to audit any billings or examine any records maintained pursuant to the contract both before and after payment. Payment under contract shall not foreclose the right of the City to recover excessive and/or illegal payments.

22. Enforcement of Contract/Waiver

A party's failure to require strict performance of any provision of the executed contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under the contract shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

23. Clarification

The City may contact the proposer for clarification of their response.

24. Timeline

All dates are estimated and subject to change. They are provided solely for planning purposes.

RFQ Evaluation Stage	Description	Est. Date
RFQ Release	RFQ released to regional service providers	October 21, 2025
Deadline for Questions	Questions to be submitted by 5:00 p.m.	October 28, 2025
Proposals Due	Proposals to be submitted by 5:00 p.m.	November 4, 2025
Interviews	Interviews will be conducted with the top qualified candidates	November 6, 2025
Vendor Selection		November 10, 2025
Date of Award	Consideration of Vendor Selection and Authorization of Agreement by City Council	November 18, 2025

25. Prevailing Wage

State prevailing wage rates may apply to work performed under this Agreement. State prevailing wage rates apply to all public works contracts as set forth in California Labor Code, including but not limited to §§1720, 1720.2, 1720.3, 1720.4 and 1771. The contractor is solely responsible to determine if state prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

III. RESPONSE FORMAT AND ORGANIZATION

1. Proposal Requirements

Proposals shall be submitted electronically and must be concise, well organized, and demonstrate the organization's understanding of the Scope of Work and the qualifications of key personnel. Proposals shall include, at a minimum, the information listed below.

2. Proposal Format

Format your responses to this RFQ in the following order to facilitate comparisons between proposals. All proposals must include the following information:

A. Letter of Transmittal

- a. Identify the submitting organization including the organization's Federal Tax ID (EIN) number, the type of business organizational entity it operates as, and the state incorporated if applicable (e.g.: California non-profit corporation);
- b. Identify the name(s), title(s), telephone(s), and e-mail address(s) of the person(s) authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification;
- e. The physical address of the organization's administrative headquarters and description of your organization's operating location(s);
- f. Number of years in business and scope of services offered;
- g. Be signed by one or more of the persons authorized to contractually obligate the organization; and
- h. Acknowledge receipt of any and all amendments to this RFQ.

B. Qualifications

Provide a brief summary of your organization's history of operations in homelessness, shelter or related services, overall capabilities, and recent experience (last five years). Also, describe your demonstrated experience with similar projects and serving the target population along with specific qualifications including professional licenses and certifications.

C. Key Personnel

Describe the project team composition and include resumes of all key personnel. Proposed personnel should be available for 90 days from the proposal due date. The City must be promptly notified of any changes in personnel prior to award. However, the City understands that between the time that a proposal has been submitted and the time an

agreement is awarded, proposed key personnel may have been assigned to other projects. If key personnel become unavailable after your proposal has been submitted, the City shall be immediately notified and resumes shall be provided for the substitute personnel. The substitute personnel must have substantially similar qualifications and experience to the personnel being replaced. The City reserves the right to reject proposed substitute personnel if in its sole opinion that the proposed substitute personnel qualifications and experience are not substantially comparable to that of the personnel being replaced. If satisfactorily substitute personnel cannot be provided, the City reserves the right to negotiate with and award to the next highest ranked proposer.

D. References

List a minimum of three references for whom comparable services were provided to in the last five years. Include the name of the agency, name of the contact, telephone number of the contact, email address of contact, brief description of the services provided and your organization's role, and the start and completion date.

E. Work Statement/Project Work Plan

Describe your understanding of the project and proposed program services and approaches to accomplish the work. State all services to be provided, program metrics, milestones, assumptions, and identify potential risks that could delay the project and constraints based on the following prompts. List any resources you expect the City to provide.

a. Program Design / Service Plan

- How you will deliver shelter operations.
- How you will provide the supportive services: case management, linkages, housing navigation, etc.
- Proposed hours of operation, staffing plan, client intake, rules/guidelines for both staff and clients (e.g. policy manuals, intake and exit procedures, etc.)
- Approach to low barrier/access and plan for adherence to California Housing First regulations.

b. Staffing and Training Plan

- Number of staff positions, roles and responsibilities.
- Qualifications, training plan, supervision.

c. Performance Metrics & Evaluation

- Proposed metrics (minimum acceptable / target).
- Reporting process; how you will collect data; quality assurance.

d. Risk Management and Policies

- Safety, health, security policies.
- Client grievance, confidentiality, and adverse event response.
- Insurance, compliance with law.

e. Community and Stakeholder Engagement

- Plans for neighborhood coordination, and community relations.
- Partnerships with other local organizations.

f. Additional Attachments

- Proof of insurance.
- Audited financial statements.
- Any required licenses / permits or willingness to acquire necessary trainings and licensures to support contractual agreements with partner agencies.
- Letters of support (optional).

F. Cost Proposal

Proposer shall submit a *Cost Proposal*. The Cost Proposal shall include all costs associated with the services to be provided. Proposer shall provide cost and labor elements by resource type, per key deliverable under each task as identified in Proposer's *Project Work Plan*. At a minimum, proposer's cost summary shall identify labor resources, hourly labor rates, and staffing capacity during operational shifts to accomplish the *Scope of Work*. Any costs incurred by the proposer which are not specifically provided herein shall be at the expense of the proposer. The cost proposal should be consistent with the measure and payment provisions of the Project Description in section IV of this RFQ.

G. Non-Collusion Declaration

See Attachment A of this document.

IV. PROJECT DESCRIPTION

1. Project Background

The City of Santa Barbara ("City") is requesting qualifications from experienced nonprofit service providers (and/or collaborations) interested in delivering referral-based emergency shelter services for individuals experiencing homelessness. The goal is to select a qualified provider to operate a referral-based emergency shelter at 816 Cacique Street in Santa Barbara, California (a facility formerly operated by PATH Santa Barbara) in alignment with the County of Santa Barbara's Community Action Plan to Address Homelessness, Southern Santa Barbara County ACT on Homelessness Collaborative, and the City of Santa Barbara's Strategic Plan.

As of the 2025 Point-in-Time Count, the City has an estimated 1,045 people experiencing homelessness of which 183 were unsheltered. PATH Santa Barbara has been operating a referral-based emergency shelter at 816 Cacique Street, Santa Barbara for approximately ten years and will cease program services by the end of this calendar year (December 31, 2025). The City is seeking an interim service provider that can facilitate the continued operation of the facility until a permanent provider is identified. This includes ensuring the continuity of care for an estimated 71 clients and re-negotiating service agreements with the Santa Barbara County Department of Behavioral Wellness, Santa Barbara County Probation Department, Santa Barbara County Housing and Community Development Department, Cottage Health, and City of Goleta that will begin on January 1, 2026. The City is also seeking a provider that can assist in facilitating short-term enhancements to the facility that will increase the quality of service delivery.

The interim service provider will ideally begin program services on December 1, 2025 and work with PATH Santa Barbara until December 31, 2025 to understand the level of care being provided to existing clients, standard operations and maintenance requirements for the facility, assess existing staffing and additional staffing needs, and continue to collaborate with on-site agencies including the Santa Barbara County Health Department. The interim service provision is expected to be through June 30, 2026 with a Request for Proposals for a longer-term service provider to be distributed during that time, of which the interim service provider may be encouraged to apply.

2. Proposed Scope of Work

Qualified providers must demonstrate ability to provide all of the following:

A. Shelter Operations

- i. Operate a year-round, low-barrier emergency shelter: open 24 hours, seven days a week, including holidays.
- ii. Capacity: maximum 100 beds (mixed individuals including men and women); ability to expand to accommodate an additional 50 beds during inclement weather
- iii. Facilities must comply with all relevant building, safety, fire, health and sanitation codes, accessible for persons with disabilities (ADA compliance).
- iv. Operations must also adhere to a Conditional Use Permit (CUP) that includes conditions pertaining to overall operations of the facility, documenting complaints received and response to those complaints, as well as parking usage.

B. Supportive Services

- i. Accessibility and Low-Barrier Access: minimal prerequisites for entry (no sobriety), minimal identification, accommodate persons with California Penal Code 290 registration, and accept pets when feasible.
- ii. Case Management: intake, assessment, individualized service planning, and active participation in the Coordinated Entry System (CES).
- iii. Basic Necessities: bedding, linens, hygiene supplies, lockers or storage for personal items.
- iv. Food: preparation and distribution of three healthy meals per day including snacks or access to food services, as well as proper storage and distribution of medically-tailored meals for specific clients.
- v. Health and Wellness: linkages to internal and external physical health and mental health services, assistance with prescription management, and referrals to substance abuse counseling services; providing dedicated space for mental health and physical health service providers during business hours.
- vi. Legal / Identification Assistance: aid with obtaining IDs and vital documents, as well as obtaining benefits (SNAP, Social Security, Cal-AIM, etc.).
- vii. Mail Services: providing a physical address for individuals to receive and send mail; sorting and distributing mail as needed.
- viii. Transportation: assistance as needed to access external services including medical appointments.

- ix. Daytime Navigation Services and Life Skill-Building (not required, but preferred): daytime programming for clients and non-clients in support of life skill building, job readiness and workforce development.
- C. Client Management and Housing Navigation
- i. Collaborate with outreach teams and other nonprofit service providers including participation in the South County Coordinated Outreach Team (SCCOT) and Eastside Regional Action Plan (RAP) meetings.
 - ii. Connect clients to permanent housing resources, transitional housing, and other shelter alternatives.
 - iii. Participate in the Santa Maria / Santa Barbara County Continuum of Care (CoC) Homeless Management Information System (HMIS).
 - iv. Track client outcomes, such as length of stay, percentage exiting to permanent housing, client satisfaction, safety incidents; submit required quarterly and annual reports; participate in evaluation; and use data to improve service quality.
- D. Facility Management and Staffing
- i. Staffing must be sufficient to ensure safety (overnight attendants, supervisory staff, and security at a minimum during high-risk hours).
 - ii. Staff training: trauma-informed care; harm-reduction and de-escalation techniques; cultural competency; SSI/SSDI Outreach, Access and Recovery (SOAR); safe food handling; First Aid and CPR.
 - iii. Maintain facility cleanliness, safety protocols; manage laundry, waste, maintenance, etc.
 - iv. Compliance with safety, health, licensing, and legal requirements.
- E. Budget & Financial Management
- i. Provide a clear, itemized budget; manage finances with transparency; audit/financial reporting; ensure sustainability; identify additional funding sources if needed.

V. EVALUATION

1. **Evaluation**

Proposals will be evaluated on Experiences, References, Project Scope, Team, and Costs. These factors will be used in the evaluation of each proposal to select a finalist.

<u>Specifications:</u>	<u>Maximum Points:</u>
Organizational Experience & Past Performance	20
Capacity, Staffing, Facility Readiness	25
Proposed Service Approach / Quality of Services	20
Financial Plan / Cost Reasonableness / Sustainability	15
Data / Reporting / Outcomes Measurement	10
Collaboration / Integration with Other Services	10
TOTAL	100

Note: Proposer must earn a minimum score of 75 or above to be considered for this proposal.

2. **Evaluation Factors**

A maximum of 100 points may be awarded based upon the quality and thoroughness of the Proposer's response to each evaluation factor as follows.

Organizational Experience & Past Performance: Up to 20 points may be awarded based on evaluation of the Proposer's experience including key project personnel and all subcontractors. Evaluation will be based on documented experience on similar projects, resumes, and experience narratives submitted.

Proposed Service Approach / Quality of Services: Up to 20 points may be awarded based on the quality and thoroughness of Proposer's service plan.

Financial Plan / Cost Reasonableness / Sustainability: Proposers cost proposal shall be released to the evaluators after the evaluation process has concluded and the proposals have been scored. The cost proposal will then be evaluated for completeness, fair and reasonable pricing, and for alignment with the City's project budget. Include hourly rates according to the degree of responsibility as supplemental information to the fee proposal.

Collaboration / Integration with Other Services: Up to 10 points may be awarded based on the demonstrated track record of the organization in collaborating with other agencies in support of client outcomes.

3. **Evaluation Process**

- a) All proposals will be reviewed for compliance with the mandatory requirements as stated within the RFQ. Proposals deemed non-responsive will be eliminated from further consideration.
- b) The City may use other sources of information to perform the evaluation as specified in Section II, Item 20.
- c) The City may contact proposers for clarification of their response as specified in Section II, Item 24.
- d) Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The proposers with the highest scores may be selected as finalist based upon their initial proposals or the City may proceed with the proposer receiving the best score. Finalists who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The proposer whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ATTACHMENT A – NON-COLLUSION DECLARATION

This declaration is submitted with a proposal to the City of Santa Barbara. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Santa Barbara, or any other bidder or proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw this proposal;
- c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
- d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Santa Barbara (and to persons who are not bidders separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

(Date and Place)

Signature

Name of Proposer

ATTACHMENT B – SAMPLE CONTRACT

SANTA BARBARA CITY AGREEMENT NO. _____

with

Name of Consultant/Firm for Project Name

This contract is entered into on _____ by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the “City,”

and,

Name of Organization, a _____, referred to herein as the “Agency,”

This contract includes the following attached exhibits:

- Exhibit A – Scope of services; personnel; rates and schedule of payments; time and schedule of performance;
- Exhibit B – Insurance Requirements;

1. CONTRACT ADMINISTRATION

a. The City’s [Insert title of department head] (“Department Head”) is the City’s authorized representative for administration of this contract. The Department Head may delegate administrative responsibilities under this contract. References in this contract to Department Head include references to a person exercising authority delegated by the Department Head.

b. [Name of Project Manager for Agency] (“Project Manager”) is the Agency’s representative for administration of this contract. The Project Manager is also the professional responsible to provide the services under this contract except as otherwise expressly stated in Exhibit A. Agency may not change the Project Manager without the written consent of the Department Head, which consent may be withheld at the discretion of the Department Head. An unauthorized substitution of the Project Manager is a material breach of this contract.

2. SCOPE OF AGENCY SERVICES

a. Agency agrees to [[[SAMPLE LANGUAGE provide construction management services to the City for the construction of a 574-space parking structure located in the City's Lot No. 6 Parking Lot]]] as described in scope of services included in the attached Exhibit A and in Task Orders prepared under Section 3.

b. Agency’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Agency’s profession currently practicing under similar conditions and with all applicable federal, state, and local laws relating to this scope of work. Delivery of work by Agency includes Agency’s affirmative representation that the work conforms to the requirements of this

contract, all applicable federal, state and local laws, and the professional standard of care and skill applicable to the scope of services.

c. Agency's responsibilities under this section may not be delegated or assigned. Agency is responsible to the City for acts, errors, or omissions of Agency's subcontractors.

d. Whenever the scope of services requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this contract and determining whether the Agency is entitled to payment for work performed, and will not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and will not relieve the Agency of responsibility for complying with the professional standard of care, or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Agency.

e. Agency is an independent contractor. Neither Agency nor any of Agency's officers, employees, agents or subcontractors, if any, is an employee of the City by virtue of this contract or performance of any work under this contract. Agency retains the right to pay and supervise its employees and subcontractors as it sees fit. The City has no right to supervise Agency's employees or subcontractors. If any issues arise with Agency's employees or subcontractors as to their performance, the City may contact the Agency directly so that Agency may address any issues.

3. COMPENSATION

a. This contract provides the exclusive means of payment for services and reimbursement for costs to Agency. The payment for services includes all expenses incurred in the performance of this contract, including materials, travel, lodging, overhead, and similar costs, unless expense reimbursement is expressly authorized in Exhibit A. The maximum payment to Agency under this contract, including compensation for services and reimbursement of authorized expenses, will not exceed the sum of \$XXXXXXX unless an amendment to this contract has been approved by the City. This contract is for as-needed services, Agency acknowledges that the City does not make any assurance or covenant, either expressed or implied, that this dollar amount will be authorized under this contract through Task Orders.

b. Payment for services performed will be at the hourly rates stated in the rates and payment schedule included in Exhibit A or a lump sum according to the Performance and Payment Schedules of Task Orders issued under Section 3. Changes in personnel or hourly rates stated in Exhibit A or a Task Order may be made only after written notice to and written approval by the Department Head. Automatic increases to hourly rates are not permitted.

c. City may withhold payments if work is not performed in accordance with a Task Order Performance and Payment Schedule.

d. Agency may be reimbursed for actual and necessary costs, without markup, as specified in Exhibit A and when included in a Task Order Performance and Payment Schedule. Where travel costs are included in Exhibit A, reimbursement will be made for actual travel costs (at fare, rate per mile or lump sum approved), and actual expenses consistent with guidelines approved by the City Finance Director for travel by City employees. Work performed by authorized subcontractors will be billed as reimbursable costs, subject to a mark-up not to exceed ten percent, according the subcontractor's scope of work and payment contained in Exhibit A

e. Agency will be paid as promptly as City's fiscal procedures will permit upon receipt by the Department Head of itemized invoices. Itemized invoices must state the number of hours work performed by task, the person performing the work, the hourly rate for that person, and an itemized list of costs for which reimbursement is sought. If the Department Head has established a standard billing format, then invoices must be submitted in the standard billing format established by the

Department Head. Agency must keep records concerning payment items on a generally recognized accounting basis and maintain the records for three years following the Completion Date. Agency must make records available for copying, inspection or audit by City employees or independent agents upon reasonable notice during reasonable business hours.

f. Agency will submit invoices on a monthly basis unless otherwise authorized in writing by the Department Head.

g. If this contract exceeds \$10,000, the performance and payments under it, and the parties to it may be subject to examination and audit by the California State Auditor pursuant to California Government Code § 8546.7 for three years following final payment under the contract.

4. CONTRACT DURATION AND TIME FOR PERFORMANCE

a. This contract will have a duration of six months unless earlier terminated as provided in Sections 11 or 23.

b. Time is of the essence in the performance of this contract.

c. Agency will adhere to the performance schedule.

d. Agency's failure to perform in accordance with the performance schedule, or complete the scope of services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this contract.

e. If Agency is unable to meet a performance schedule due to circumstances beyond Agency's reasonable control, such as war, riots, natural disaster, epidemic, strikes, lockouts, work slow-down or stoppage, except strikes, lockouts, or work slow-down or stoppage of Agency's employees or subcontractors, Agency may request an extension of time. The request must be made within a reasonable time and must state the duration and justification for the delay. The Department Head will not unreasonably withhold consent to a schedule change.

5. CHANGES IN SCOPE OF WORK

No payment for changed or additional work will be made unless the changed or additional work has first been approved in writing by the Department Head and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Department Head may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Agency or ordered by the Department Head, the parties will negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon execution of a change order signed by the Agency and the Department Head. Changes in work that increase the amount of payment are subject to approval in accordance with the City's municipal code.

6. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Agency pursuant to this contract shall become the property of City upon payment to Agency for the services performed. Agency will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Agency may retain copies of said documents for Agency's file. Agency agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope

of work and that the Agency makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

7. ASSIGNMENT OF CONTRACT

Agency shall not assign, sublet or transfer any right, privilege or interest in this contract, or any part thereof, without prior written consent of City. Agency shall not substitute personnel designated in the proposal of Agency without the written consent of City.

8. NOTICES

a. When notice is required by law to be delivered by personal delivery or by mail, notices to either party may be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this contract. A party may change mailing address for all purposes under this contract, by written notice.

b. Reference in this contract to a writing includes paper documents and documents in an electronic format. Writings may be delivered via delivery of an original or duplicate in person or by mail, or in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage, as agreed to by the Department Head and Project Manager. This paragraph does not apply to deliverables identified in Exhibit A, such as drawing, plans, maps, photographs, which must be delivered in the manner specified in Exhibit A.

9. DEFENSE, INDEMNITY AND HOLD HARMLESS

a. To the fullest extent permitted by law, the Agency will defend and indemnify the City, and its council, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Agency or Agency's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Agency's obligation to indemnify applies unless it is adjudicated that its liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the active negligence or willful misconduct of an indemnified party, the Agency's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

b. The Agency will defend the City and its council, officers, and employees, immediately upon tender to the Agency of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. The defense obligation includes an obligation to provide independent defense counsel approved by the City if the Agency asserts that liability is caused in whole or in part by the negligence or willful misconduct of an indemnified party.

c. The direction, review, acceptance, or approval of the Agency's work or work product by any indemnified party shall not affect, relieve or reduce the Agency's indemnification or defense obligations.

d. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. INSURANCE REQUIREMENTS

- a. Agency will provide insurance as specified in Exhibit B.
- b. Agency will immediately report (as soon as feasible, but not more than 24 hours) to the City's Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this contract. If required by the City's Risk Manager, the report will be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

11. TERMINATION

- a. The City may terminate or abandon any portion or all of the work by giving ten days written notice to Agency. Upon receipt of a notice of termination, Agency shall perform no further work except as specified in the notice. Before the date of termination, Agency shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City will pay Agency for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Agency for the portion of work completed in conformance with this contract before the date of termination. In addition, the City will reimburse Agency for authorized expenses incurred and not previously reimbursed. The City will not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.
- b. Agency, if Agency is not in default or breach, may terminate Agency's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City, which default has not been cured within thirty days following the written notice to the City of the default.

12. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this contract shall restrict the City from providing the same or similar services through City employees, other Agencies, other resources, or by arrangements with other agencies. Agency may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this contract.

13. CONFLICT OF INTERESTS

- a. Agency warrants by execution of this contract that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Agency maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this contract. Agency further agrees that during the term of this contract, Agency will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this contract.
- b. Agency will not make or participate in making or in any way attempt to use Agency's position to influence a governmental decision in which Agency knows or has reason to know Agency has a direct or indirect financial interest other than the compensation promised by this

contract. Agency will not have such interest during the term of this contract. Agency will immediately advise the City if Agency learns of such a financial interest of Agency's during the term of this contract. If Agency's participation in another City project would create an actual or potential conflict of interest, in the opinion of the City, the City may disqualify Agency from participation in such other project.

14. ADMINISTRATION OF EMPLOYMENT

Agency shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Agency is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Agency and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

15. BUSINESS TAX CERTIFICATE

Not later than 10 days after execution of the contract, Professional must obtain a business tax certificate from the City at Professional's expense. Professional must maintain a business tax certificate as required by the City Finance Director during the term of this contract. Payment under this contract may be withheld for violation of this section.

16. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this contract.

17. APPLICABLE LAWS, PARTIAL INVALIDITY

This contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this contract and such deletion shall in no way affect, impair, or invalidate any other provision of this contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

18. NON-DISCRIMINATION ORDINANCE

Agency shall perform all work pursuant to this contract in compliance with Santa Barbara Municipal Code § 9.126.020, which is an indispensable and integral provision of this contract pursuant to Santa Barbara Municipal Code § 9.126.010.

19. AGENCY EMPLOYEES AND SUBCONTRACTORS

a. Agency will perform the work personally or through Agency's employees, except as otherwise specifically stated in Exhibit A. If subcontracting of work is permitted, Agency shall pay subcontractor within ten days of receipt of payment by City for work performed by a subcontractor and billed by the Agency. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Agency to use subcontractors for performance of any service under this contract.

b. The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

20. WORKPLACE CONDUCT

Agency and Agency's officers, employees, agents and subcontractors, while on City property or interacting with City officers, employees, contractors, or agents, will comply with the City's policies, rules, and regulations governing work place safety, conduct, and behavior, including without limitation policies prohibiting discrimination or sexual harassment. City will provide Agency a copy of the applicable policies.

21. PROTECTION OF CITY INFORMATION

Agency will treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Agency shall treat all records and work product prepared or maintained by Agency in the performance of this contract as confidential. Agency will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Agency's scope of work. Agency will not disclose any information prepared for the City, or obtained from the City, or obtained as a consequence of the performance of work, to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City. Agency will immediately advise the City of any request for disclosure of information or of any actual or potential unauthorized disclosure of confidential or personal information. Agency will identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Agency shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment. Agency will promptly comply with any written instructions by the City to provide any public records of the City required to be disclosed by the City pursuant to a request made pursuant to the California Public Records Act. Agency's obligations under this paragraph shall survive the termination of this contract.

22. NONAPPROPRIATIONS OF FUNDS

Notwithstanding any other provision of this contract, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this contract, then City will notify Agency of such occurrence and City may terminate or suspend this contract in whole or in part, with or without a prior notice period. Subsequent to termination of this contract under this provision, City shall have no obligation to make payments with regard to the remainder of the term.

23. EXECUTION

This contract may be executed in any number of original counterparts. The contract will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same contract. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage.

24. VENUE – CHOICE OF LAWS

This contract and disputes arising out of or relating to it or the parties' relationship are governed by the laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship must be brought in a state court situated in the County of Santa Barbara, State of California or a federal court in the district that includes the County of Santa Barbara.

25. PREVAILING WAGE (Optional: Use this requirement if PW is applicable)

For that portion of the scope of work identified in Exhibit A as subject to prevailing wage or is otherwise within the definition of "public work" as described in Labor Code § 1720, Agency shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

26. CAMPAIGN CONTRIBUTION DISCLOSURE

Agency has knowledge of and will comply, and will ensure that any of its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and any of its subcontractors identified in Agency's proposal responding to a City solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code Section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure under 2 California Code of Regulations Sections 18438.1 – 18438.8. The Levine Act requires (1) a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code Section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from contributing, as defined by Government Code Section 84308(a)(6), of more than \$500 to any City officer during the proceeding and for 12 months following the final decision in the proceeding.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal corporation Name of Consultant/Firm

By: _____
Dept. Head Name
Dept. Head Title

Signature

Type or Print Name

Title

Address

City State Zip

Telephone Number

APPROVED AS TO FORM:

Sarah J. Knecht, City Attorney

By: _____
Attorney Name
Assistant City Attorney

EXHIBIT A

Scope of Services and Personnel

[Insert detailed scope of services. The description of the scope of work provided by the Professional in response to an RFQ may be used if it adequately describes the services to be provided and the deliverables. This section should also identify the Project Manager and other personnel who will be performing work.]

Rates and Payments Schedule

[Insert the hourly rate schedule, including a list of all persons who will be providing services and the hourly billing rate for that person. Persons may be listed by name or by job description. If there are reimbursable expenses, they should be identified separately in this section by category. Subcontractors should be listed as reimbursable expenses.]

Performance Schedule

EXHIBIT B INSURANCE REQUIREMENTS

As part of the consideration of this Agreement, Agency shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Agency, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. *Commercial General Liability (CGL)*: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If the agreement includes athletic activities, Agency shall provide evidence that the CGL includes coverage for injuries to athletic participants, evidence of Participant Liability Waivers that name the Entity and, if applicable, Accident Insurance.

B. *Sexual Abuse or Molestation (SAM) Liability*: If the work will include contact with minors or other vulnerable individuals, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Agency shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than One Million Dollars (\$1,000,000) per occurrence or claim.

C. *Workers' Compensation*: insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. (Note, required only if Agency has employees). If the Agency maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage for and/or the higher limits maintained by the Agency. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions (SIRs) must be declared to and approved by the City. The City may require the Agency to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or City.

OTHER INSURANCE PROVISIONS

The insurance policies shall contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The City of Santa Barbara, its officers, officials, employees, volunteers, and agents, shall be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Agency including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Agency's insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2. Primary Coverage

For any claims related to this contract, the Agency's insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the City, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the City, its officers, officials, employees, volunteers, and agents shall be excess of the Agency's insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

3. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City.

4. Waiver of Subrogation

Agency hereby grants to City a waiver of any right to subrogation which any insurer of said Agency may acquire against the City by virtue of the payment of any loss under such insurance. Agency agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Umbrella or Excess Policy

The Agency may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of California with a current AM Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Agency shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Agency's obligation to provide them. The City reserves the right to require other complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.