City of Vista
Housing Division

STRATEGIC PLAN TO ADDRESS HOMELESSNESS:
Full-Time Social Worker with Flex Funds Strategy

Request for Proposals

RFP GUIDELINES
*Revised May 11, 2020

Applications Available
May 8, 2020

Application Due Date
May 29, 2020

*RFP’s may be submitted electronically to Ssolisdaniels@cityofvista.com or via USPS mail to Housing Division
200 Civic Center Drive
Vista CA 92084
I. INTRODUCTION AND PURPOSE
The City of Vista (“City”) is soliciting written proposals from qualified service providers to provide a full-time social worker who will utilize a trauma-informed approach to address chronic homelessness in Vista.

City Overview
The City of Vista is located seven miles inland from the Pacific Ocean in northern San Diego County and is approximately 19 square miles with a population of 101,797 (CA Department of Finance, 2017). The City operates its own Fire Department and contracts with the San Diego Sheriff’s Department for law enforcement services. The City is an entitlement city that receives Community Development Block Grant (CDBG) funds; however, the City does not receive other federal funding sources such as HOME, HOPWA, or ESG. The Housing Authority of San Diego County administers Vista’s Section 8 Housing Choice Voucher program and other rental assistance services.

Background
Nationwide research and local outcomes achieved by neighboring North County cities are demonstrating that chronically homeless people are reluctant to accept services from law enforcement; rather, teams reaching out to chronically homeless people with a trauma informed care approach led by a social worker are showing more success. Carlsbad, Oceanside, and Escondido are each employing social worker led teams to reach out to the unsheltered homeless population and each report success in moving people into shelters and/or programs. Currently, Vista Sheriff’s Community Policing and Problem Solving (COPPS) team focuses on quality of life issues, which includes homelessness. The COPPS deputies respond to homelessness by engaging people in an attempt to connect them to services.

At the 2018-2020 goal setting workshop, the City Council identified a need to develop a strategic plan to address homelessness. On March 10, 2020, the City Council adopted the Strategic Plan to Address Homelessness which identifies three specific strategies: (1) preventing homelessness; (2) improving quality of life, and (3) reducing homelessness.

To address reducing homelessness, the City is issuing an RFP to procure the services of a full-time social worker who will perform outreach at the City’s direction with the Vista Sheriff’s Department, County Health and Human Services Agency representatives, mental health providers, and other local service providers to provide case management services to those experiencing homelessness.

II. CITY EXPECTATIONS
The City seeks an service provider who has demonstrated expertise in working with and meeting the needs of those most vulnerable in our community, and who understands the unique needs of people who are experiencing homelessness. Experience working with and navigating the regional programs for the homeless, as well as knowledge of the local community needs, ability to coordinate with multiple stakeholders, and understand the needs of the diverse groups within the homeless population, are preferred. The contracted social worker will be required to participate in a monthly City Task Force meeting. The contracted social worker will provide at minimum, a bi-annual report to the City Council that includes anonymized client data, detailed program activities, and itemized expenditures. Additional reporting suggested by provider is encouraged. The Social Worker must be able to pass a San Diego Sheriff's Department background check and be able to work both with the Vista Sheriff’s Department COPPS officers and independently.
This Request for Proposal (RFP) sets forth the requirements of the social worker activities that are eligible for the Strategic Plan to Address Homelessness: Full Time Social Worker Program, and contains the guidelines by which each proposal must include.

III. FUNDING AND METHOD OF PAYMENT
Services provided under the contract shall not exceed $100,000 annually. Proposals should describe the services the organization is able to commit to within the allocated budget. The selected service provider will submit invoices to the City. The invoice will include a detailed breakdown of the services, the tasks, the hours, and hourly rates.

IV. ELIGIBILITY CRITERIA
Nonprofit organizations, Federally Qualified Health Centers, government agencies, and neighborhood organizations that primarily serve low and moderate-income Vista residents and have a Licensed Certified Social Worker on staff with experience working with the homeless population in trauma led outreach are eligible to apply. Applicants must be knowledgeable about housing programs, including County Section 8 Housing Choice vouchers, and applicable local service programs. Nonprofits must be incorporated as a nonprofit in California by the proposal submittal date.

Respondents to the RFP must be able to sign the City’s standard contract for services (sample included as Exhibit A). As specified in the contract, General Liability Insurance, Automobile Liability Insurance and Workers Compensation Insurance are required.

V. SCOPE OF SERVICES
The City seeks to partner with an organization that can provide a full-time social worker to work with the Vista Sheriff’s Department at the City’s direction and conduct pro-active local outreach and case management services. The role of the Social Worker will be to provide support for individuals experiencing homelessness within the City of Vista, collect data utilizing the Clarity Human Services Homeless Management Information System concerning each person’s experiences, and connect people to the services they need in order to make meaningful steps towards exiting homelessness. The goal of these services are to connect people to housing in order to make homelessness a rare, brief, and a onetime experience. Proposals shall describe how they will achieve the following City objectives and services.

- Provide social work case management services at designated community sites or with members of the COPPS Team, County Health and Human Services Agency representatives, mental health providers, and other local service providers and travel to city sites where these services are needed. Service provider will need to provide their own personal vehicle for transportation. These services will be low barrier, following a Housing First approach.

- Complete a comprehensive case management assessment for each homeless client by developing a detailed case plan that includes identifying barriers to housing. The plan shall include a timeline and measures for achieving each client goal. Review and update each case plan to monitor progress towards goals as the client’s needs change. Empower client to become involved in their own planning and goal setting. The City of Vista will require the Social Worker to utilize the County-wide Coordinated Entry System (CES), the entry of client level data through the Homeless Management Information System (HMIS), Clarity, as well as service provider’s additional client assessment and tracking tools.

- Link homeless clients to available housing, medical, mental health, addiction and recovery services, food, clothing, transportation, employment, Social Security Retirement/Social

Strategic Plan to Address Homelessness:
Full Time Social Worker Program
Security Disability, and financial services based on the client’s individual plan. Assist homeless clients to enroll in mainstream benefits and obtain identification (e.g. California Driver’s License, California Identification Card and/or Social Security card). Assisting clients with no or minimal income to obtain income is a priority and is a key factor in longer term housing stability.

- Provide ongoing case management related services to Vista homeless individuals, to include: advocacy and support to assist the homeless individual to remove barriers and achieve stated goals, ongoing assessment of individual needs including housing stability, mental health, physical health and overall safety, development and review of a personalized service plan, coordination of service plan items, coordination, referral and connection to other service providers and community resources, crisis intervention services, and liaison or advocacy services to help remove barriers for the homeless individual. This includes communication with other community service providers, medical and mental health providers, treatment and recovery providers and family members.

- Assist the homeless client to identify housing options based on the their individualized case plan, and work to obtain and maintain permanent housing with the client for a period of up to nine months after housing placement based. Develop a long-term support plan to ensure previously homeless residents maintain housing and continue to achieve other personalized goals.

- Maintain regular communication, both written and verbal, with the Vista COPPS Sergeant and Housing Program Manager. Attend regular scheduled City Homelessness Task Force meetings to review social worker caseload.

- Work collaboratively with Vista COPPS unit, County Health and Human Services Agency representatives, mental health providers, and other local service providers, and community parties to identify homeless individuals in need of case management services.

- Work with the Vista COPPS unit and Housing Program Manager to maximize partnerships with service providers, community organizations and individuals to cultivate resources and stay connected to the changing needs of the community.

- Proposer understands that the Services entail repeated interactions with at-risk populations that may be experiencing mental health disorders or substance abuse issues. The successful Proposer is responsible for ensuring the safety of their personnel while performing the Services and for coordinating with the Vista Sheriff’s Department for law enforcement intervention, as-needed. The successful Proposer shall inform City of any instances of verbal or physical conflict that occurs between their personnel and homeless individuals during performance of the Services.

- Complete accurate and thorough documentation in a timely manner. Maintain documentation of client meetings and interactions, including conversations and progress towards goals. Maintain data on each program participant and program milestones, and provide required reports along with the monthly invoice.

- Identify gaps in homeless services and assistance needs in Vista. In addition, develop a written report of recommendations for community and program improvements in support of the City’s
Strategic Plan to Address Homelessness. The report is due to City at the end of the contract term.

- Furnish and cover all costs for general office supplies, printing, and postage associated with normal office and service operations related to case management duties.
- Participate in community meetings related to the Strategic Plan to Address Homelessness or case management duties.
- Proposer must identify and provide one key staff contact if Proposer will utilize multiple personnel to fulfill the requirement to provide one full-time Social Worker.

VI. PROPOSALS

Proposals should describe an effective approach to provide outreach and case management services for people experiencing homelessness in the City of Vista. The response should not exceed eight pages (8 ½” x 11”) – excluding the Cover Letter. Responses in an electronic PDF format are required. Proposals should be submitted to the City no later than 5:00 pm on May 29, 2020. Submissions may be sent via email to Ssolisdaniels@cityofvista.com or via USPS mail to Housing Division 200 Civic Center Drive Vista CA 92084. Please include a flash drive with your hard copy submission.

The City does not guarantee that Proposal submission via email is reliable and Proposals not received in a timely manner shall be nonresponsive. Emails containing Proposals may not be received by the City, due to file size and a variety of other factors, and Proposer assumes all risks related to delivery of their Proposal through email. Due to the potential risk of non-delivery, Proposers are encouraged to submit their Proposal via email in advance of the Proposal due date. Proposers are advised that the City’s email system will reject external emails with attachments that collectively exceed 25MB in size.

Proposals should include at a minimum the following elements:

1. **Cover Letter.** A cover letter shall summarize key elements and guarantee that key personnel will be committed to perform the required tasks throughout the duration of the contract. The cover letter shall be limited to two (2) pages and shall include a contact name, email, phone number and full address for the Consultant. The cover letter must provide a brief overview of the applicant qualifications, list key personnel and areas of responsibility, demonstrate that the personnel have the knowledge and skills to provide case management services by a State of California licensed social worker, and emphasize similar contracts or projects that required the performance of similar tasks. The cover letter shall include a statement that the Consultant can meet the City’s insurance requirements and is prepared to execute the Professional Services Master Agreement as written, and will not make any changes to the project term without authorization of the City. In cases, where a team member voluntarily leaves an agency, the Consultant shall provide the City a proposal for a substitute team member subject to the approval of the City.

2. **Approach.** Provide a detailed description of the approach to the project, including suggested activities and methodologies to be used when providing outreach and case management services for individuals experiencing homelessness in the City of Vista. Such activities may include: strategies to engage with individuals who are homeless with considerations to the
unique needs of the diverse groups within the homeless community; plans for coordinating with shelter and housing providers, treatment providers, employment and educational programs, legal services, and other government entities; approaches to local coordination with community service providers; plans for tracking demographic, quantitative and qualitative data; use of any evidenced based practices; evaluation criteria and any other elements the organization may propose. Proposals should take into consideration the objectives identified in the Scope of Services.

3. **Staffing.** Identify and describe project staff, qualifications and professional experience, along with proposed weekly time commitment towards this project.

4. **Budget.** Please provide a simple 12-month project budget, describing staff rates and labor hour estimates. Identify staff benefits and administration costs, if applicable. Budget may include small flex fund for client needs such as transportation, new identification cards, etc. The City will review budget proposals to determine maximum value, effectiveness, approach, and performance of work within a reasonable budget. Proposals must identify potential milestones that will trigger payments due. Note in-kind supports if applicable, or if leveraging other existing resources is planned.

5. **Schedule.** Include a proposed annual project schedule, including key project tasks, deliverables, specific timelines and sequence.

**VII. Review of Proposals**

Proposals will be reviewed for completeness and according to the City’s evaluation criteria. Incomplete and/or late proposals may be disqualified. The City will review and evaluate all proposals for responsiveness to this RFP to determine whether the respondent possesses the professional qualifications necessary for the satisfactory performance of the services required. The City will also investigate qualifications of all respondents to whom the award is considered, and may request clarification of proposals directly from one or more proposers. In reviewing the proposals, the City will consider the following evaluation criteria (100 points total):

- Quality of the approach, clarity, rationale and feasibility (25 points)
- Organization’s experience with projects of similar type (20 points)
- Project staff experience and expertise (15 points)
- Proposed project schedule and outcomes (20 points)
- Budget and value of proposed work and deliverables for dollars invested (20 points)

The City may conduct interviews as a part of the evaluation process.

**VIII. AWARD OF AGREEMENT**

Upon completion of the review period, the City will notify the proposer whose proposal will be considered for further evaluation and negotiation. Any delay caused by proposer’s failure to respond to direction from the City may lead to a rejection of the proposal.

a. If the City determines, after further evaluation and negotiation, to award the agreement, a professional services agreement will be sent to the successful proposer for the proposer’s signature. No proposal shall be binding upon the City until after the agreement is signed by duly authorized representatives of both the service provider and the City.
b. The City reserves the right to reject any or all proposals, and to waive any irregularity in a proposal. The award of the agreement will be based upon a total review and analysis of each proposal and projected costs.

Timeline for Submission and Award:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Public Notice announcing RFP</td>
<td>May 8, 2020</td>
</tr>
<tr>
<td>Final Date for Submissions of Questions</td>
<td>May 22, 2020</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>May 29, 2020 by 5:00 p.m.</td>
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<tr>
<td>Interviews (if needed)</td>
<td>June 9-10, 2020*</td>
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<tr>
<td>Selection and Funding Award</td>
<td>June 23, 2020*</td>
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*Dates are subject to change
The City reserves the right to extend the date by which proposals are due via addenda.

IX. TECHNICAL ASSISTANCE, CLARIFICATION AND ADDENDA
Requests for clarifications regarding this RFP should be emailed to Sylvia Solis Daniels Ssolisdaniels@cityofvista.com or mailed to 200 Civic Center Drive Vista CA 92084 by May 22, 2020. Clarifications and substantive changes in the submittal requirements, if any, will be forwarded to invited applicants.

X. RIGHT TO REJECT PROPOSALS
The City reserves the right to request additional information from applicants. By the act of submitting a proposal, applicants acknowledge and agree to the terms and conditions of this RFP and to the accuracy of the information they submit in response. The City reserves the right to reject any and all submittals, waive any irregularities in the submittal requirements, or cancel this RFP at any time. The review panel will make recommendations to enter into a contract with the City at the Vista City Council meeting on June 23, 2020 (tentative date).

XI. DISCLOSURE
All Proposals become the property of the City unless a return is specifically requested as specified in the following section. The City is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the City of Vista if litigation results.
CONTRACT FOR PROFESSIONAL SERVICES
TYPE OF SERVICES

THIS “CONTRACT” is entered into by and between the “Parties” as of ___________________ ("Contract Date").

1.0 THE “PARTIES”

The “City”:

CITY OF VISTA, a chartered municipal corporation
200 Civic Center Drive
Vista, CA 92084

Working Contact: workingname
Billing Contact: billingname

The “Contractor”

NAMEX, statusx
Address1
Address2

Contact: contactname

2.0 BASIC TERMS

2.1 The “Services” to be performed by Contractor are set forth in the Request for Proposals attached as Exhibit A.

2.2 The “Required License” for the Services is: type.

2.3 Contractor, an entity holding the Required License, desires to enter into this “Contract” with City for the Services.

2.4 The “Project” for which the Services are required is described in Exhibit A.

2.5 Contractor has submitted to City a Proposal to perform the Services dated proposaldate ("Exhibit B").

2.6 The “Contract Ceiling Price” is: pricex

2.7 Any references in Exhibit A or Exhibit B to “Consultant” shall mean Contractor for the purposes of this Contract.

3.0 CONTRACT TERM

3.1 This Contract shall take effect as of the Contract Date.

3.2 This Contract shall be in effect for xx calendar months (“Term”) from the Contract Date. The Term may be extended at the City’s option for an additional yy months, in increments of City's choice, for a maximum Term of zz months from the Contract Date.

3.3 City may terminate this Contract upon 30-days’ written notice to Contractor. In such event, or upon request of City, Contractor shall assemble all City documents in the Contractor's possession, put them in order for proper filing and closing, and deliver the documents to City. In the event of termination, Contractor shall be paid for work performed to the termination date. City shall make the final determination as to the portion of tasks completed and the compensation to be paid.
4.0 SCOPE
Contractor shall perform all Services including, but not limited to, the furnishing of all tools, equipment, materials, software, and supplies, and for furnishing all transportation, services, including fuel, power and water, essential communications, and the performance of all labor, work or other operations, as may be required from time to time, in accordance with Exhibit A and Exhibit B. In the event of a conflict between the provisions of Exhibit A and Exhibit B, the provisions of Exhibit A shall control.

5.0 COMPENSATION
5.1 City shall pay Contractor for the Services to be performed as set forth in Exhibit B.

5.2 An invoice for payment shall be submitted in a form satisfactory to City. At a minimum, the invoice shall include: the purchase order number, the work order number, a description of the work performed, and a total amount.

5.3 Changes in, additions to, or deductions from the Services, including increases or decreases in any item or portion of the Services, shall be set forth in a written change order executed by City and by the Contractor which shall specify:

5.3.1 The changes, additions, and deductions to be made.

5.3.2 The increase or decrease in compensation due the Contractor, if any.

5.3.3 Adjustment in the time of completion, if any.

5.4 Contract Ceiling Price

5.4.1 In no event shall City be liable for paying more than the Contract Ceiling Price for Contractor’s services rendered under this contract.

5.4.2 If it becomes foreseeable that Contractor will need to perform services such that the cumulative total of costs to City will exceed the maximum permitted by this Contract, any such cost overrun will be handled pursuant to the change order procedure in Chapter 3.08. City and Contractor recognize that City lacks authority to exceed the cost ceiling without the express authorization of the City Council. If the maximum cost to City for this Contract is exceeded unexpectedly, payment shall be made as mutually agreeable and disputes shall be handled pursuant to this Contract, but work shall cease as soon as is reasonably feasible once the cost ceiling plus allowable change orders, if any, is exceeded.

5.5 Except as provided in Exhibit B, Contractor shall not be reimbursed for any expenses incurred in rendering services under this Contract.

6.0 CONTRACT DOCUMENTS
The Contract comprises the following documents including all additions, deletions, modifications and appendices and all addenda setting forth any modifications or interpretations of any these documents: Documents required under Exhibits A–E.
7.0 TIME FOR COMPLETION AND COMMENCEMENT OF SERVICES

All Services under the Contract must be completed in compliance with the schedule in Exhibit A.

8.0 STANDARD OF PERFORMANCE

8.1 Contractor represents and warrants that it has the training, qualifications, experience and facilities necessary to properly perform the Services required under this Contract in a thorough, competent and professional manner. At all times Contractor shall faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Contract, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Contract.

8.2 Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term of this Contract. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Contract, including any business licenses required by City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this Section.

9.0 CONTRACTOR’S STATUS; CONTRACTOR’S EMPLOYEES

9.1 Contractor shall perform the services provided for herein in Contractor’s own way as an independent contractor and in pursuit of Contractor’s independent calling. Contractor is not to be considered an employee of City, nor shall any employees of Contractor be considered employees of City, for any purpose. Contractor shall be under the direction and control of City staff only as to the results to be accomplished. This Contract is not intended to create the relationship of partnership, joint venture, or association between City and Contractor.

9.2 Contractor represents and warrants that all professional services required under this Contract shall be provided by a person or persons duly licensed by the State of California to provide those types of services.

9.3 Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

9.4 Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor’s officers, employees, agents and subcontractors that are included in this Contract.

9.5 The payment made to Contractor pursuant to this Contract shall be the full and complete compensation to which Contractor and Contractor’s officers, employees, agents, and subcontractors are entitled for performance of any work under this contract. Neither Contractor nor Contractor’s officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. City will not make any federal
or state tax withholdings on behalf of Contractor. City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

9.6 Contractor agrees to defend and indemnify City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this contract. This is a continuing obligation that survives the termination of this Contract.

10.0 CIVIL RIGHTS

10.1 Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

10.2 Contractor shall not knowingly deny an opportunity or benefit, discriminate against or harass, any employee or applicant for employment on account of the person’s race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

10.3 Contractor shall not knowingly give preferential treatment to any applicant for employment on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

10.4 This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

10.5 Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Contractor. Nothing in this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

10.6 Nothing in this Section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to City.

10.7 To the fullest extent permitted by law and without limitation by the other provisions of this Contract relating to indemnification and insurance, Contractor shall also indemnify, defend and hold harmless City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor’s officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or
subcontractors of Contractor or its subcontractors, Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this Section survive completion of the services or termination of the Contract.

11.0 CONTROL OF SERVICES

Each Party shall appoint a representative who shall have the authority to represent and act for that Party ("Representative"). Any written or verbal directions or requests of City's Representative delivered to the Contractor's Representative shall have the same force and effect as if delivered to the Contractor. The Contractor's Representative shall have the authority to sign any change order, coordinate the work of all subcontractors and make other decisions pertaining to the Contract.

12.0 ASSIGNMENT AND SUBCONSULTING

12.1 Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

12.2 Contractor shall be fully responsible to the City for any acts and omissions of Contractor's subcontractor, including persons either directly or indirectly employed by subcontractor, in the event Contractor subcontracts any of the work to be performed under this contract. Contractor's responsibility under this paragraph shall be identical to Contractor's liability for acts and omissions of Contractor and employees of the Contractor. Nothing contained in this Contract shall create any contractual relationship between City and any subcontractor of Contractor, but Contractor shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this contract applicable to Contractor's work, unless such change, omission, or addition is approved in advance in writing by the City Manager or the City Manager's designee. All subcontractors are subject to the prior written review and approval of the City Manager or the City Manager's designee.

13.0 LICENSES

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal, state or local law. Contractor warrants that such license has been obtained, is valid and in good standing, and that any required bond has been posted in accordance with all applicable laws and regulations.

14.0 FINANCIAL RECORDS

14.1 Contractor shall maintain any and all documents, ledgers, books of account, invoices, vouchers, canceled checks, or records demonstrating or relating to Contractor's performance of services pursuant to this Contract or evidencing or relating to expenditures and disbursements charged to City pursuant to this Contract. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services
provided by Contractor pursuant to this Contract. Any and all such documents or records shall be maintained for three years from the date of execution of this Contract and to the extent required by laws relating to audits of public agencies and their expenditures. It is expressly understood and agreed that the provisions of this Section will survive termination of this Contract.

14.2 Any and all records or documents required to be maintained pursuant to this Section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor’s address indicated for receipt of notices in this Contract or the primary location from which services are rendered, whichever is closer.

15.0 OWNERSHIP OF DOCUMENTS
Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of City. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of Services and that Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of Services.

16.0 CONFIDENTIALITY
16.1 Contractor shall treat all information obtained from City in the performance of this Contract as confidential and proprietary to City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Contract as confidential.

16.2 Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor’s scope of Services. Contractor will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work to any person other than City, or its own employees, agents or subcontractors who have a need for the information for the performance of Services under this Contract unless such disclosure is specifically authorized in writing by City.

16.3 Contractor’s obligations under this paragraph shall survive the termination of this Contract.

17.0 CONFLICT OF INTEREST REQUIREMENT
Contractor agrees that, to the extent applicable, it shall comply with and be bound by all laws and regulations deriving from the relationship of the Contractor to the City, including the Political Reform Act (Government Codes Section 87100 et seq.) Chapters 2.32 or 2.33 of the Vista Municipal Code, the Community Redevelopment Act (Health & Safety Code 33000 et seq.) and all regulations promulgated thereunder (collectively “Conflict Laws”). As a condition precedent to the formation of this Contract, Contractor warrants and covenants that it is adequately informed
regarding the obligations and duties imposed by the Conflict Laws and that to the best of Contractor's knowledge and belief, there exists no conflict of interest (under the laws) that would disqualify the Contractor from participation in any decisions arising out of the performance of this Contract. Prior to commencement of any work in the performance of this Contract, Contractor shall comply with any applicable requirements of Chapter 2.32 of the Vista Municipal Code, including any requirement to file a financial disclosure statement with the City Clerk. Contractor further agrees that no employee, agent or subcontractor for Contractor shall perform any work for the City pursuant to this Contract which will violate the Conflict Laws.

18.0 PROHIBITION OF FINANCIAL INTEREST BY CITY OFFICIAL

Contractor warrants and covenants to City that no City Official has or will have any current or future financial interest in this Contract as of the date approved, nor shall Contractor promise, offer, or enter into any written, oral or implied Contract, to provide any financial interest or remuneration of any kind or manner to any City official with respect to this Contract. For purposes of this Section, the term “City Official” shall mean and include any elected or appointed officer of City, any employee of City, or any spouse or financial dependent of a City official or employee. A violation of this provision shall render this Contract null and void and Contractor shall be subject to restitution of all fees or money paid or earned under this Contract.

19.0 DUTY OF INDEMNIFICATION

19.1 To the fullest extent permitted by law, Contractor shall (1) immediately defend and (2) indemnify City, and its directors, 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 Contractor, or its 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 (“Duty of Indemnification”). Contractor’s obligations to both defend and indemnify apply unless it is finally adjudicated that the liability or liabilities, in whole or in part, do not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents, or subcontractors. Defense counsel shall be approved by City.

19.2 The review, acceptance or approval of Contractor’s work or work product by any indemnified party shall not affect, relieve or reduce Contractor’s indemnification or defense obligations. 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.

19.3 Contractor’s costs of defense shall not exceed Contractor’s proportionate percentage of fault as adjudicated by a court of law, as required by California Civil Code section 2782.8.

20.0 INSURANCE AND BONDS

Contractor shall comply with the insurance provisions set forth in Exhibit C.

21.0 SERVICE OF NOTICE

21.1 Any notice, which either Party may desire to give to the other Party, must be in writing and may be given by personal delivery to the Party’s Representative or by overnight
courier service to the Party’s address set forth in Section 1.0. Notice may also be given by mailing it by registered or certified mail, return receipt requested, to the other Party at the address set forth in Section 1.0. Any notice given by mail will be deemed given 48 hours after such notice is deposited in the United States mail, addressed as provided with postage fully prepaid.

21.2 A Party may change its address by giving notice as provided above, and the changed address shall thereafter be deemed to be the address set forth in Section 1.0.

22.0 SPECIAL PROVISIONS
This Contract is subject to, and Contractor shall comply with, the special provisions referenced in Exhibit E, if any.

23.0 EXHIBITS
All documents referenced as exhibits in this Contract, or referenced in an exhibit to this Contract, are incorporated herein.

24.0 APPLICABLE LAW, VENUE
This Contract shall be construed and enforced under the laws of the State of California. If any action is commenced by any Party to this Contract, such action shall be filed in a court of competent jurisdiction within the County of San Diego, California.

25.0 MODIFICATIONS
This Contract contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Contract. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Contract shall be valid unless it is in writing and signed by all Parties.

[Continued on page 9.]
26.0 EXECUTION

IN WITNESS WHEREOF; the Parties hereto have executed this Contract as of the Contract Date.

“City”

CITY OF VISTA, a chartered municipal corporation

By: ________________________________

PATRICK JOHNSON, CITY MANAGER

JUDY RITTER, MAYOR

ATTEST:
KATHY VALDEZ, CITY CLERK

By: ________________________________

“Contractor”

NAMEX, status

By: ________________________________

Name/Title

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

By: ________________________________

RISK MANAGEMENT REVIEW:
DOLORES GASCON, RISK MANAGER

By: ________________________________
EXHIBIT A
REQUEST FOR PROPOSALS
EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, [and for x years thereafter,] 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 by the Contractor, his agents, representatives, employees, or subcontractors. Nothing in these provisions shall limit Contractor’s Duty of Indemnification.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

Contractor shall also provide the additional coverages checked below and at least as broad as:

4. ☑ **Professional Liability**, with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the Contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.

2. For any claims related to this Project, the Contractor’s insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to City.

**Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to City for review.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

**Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

**Verification of Coverage**

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

**Subcontractors**
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

**Special Risks or Circumstances**
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code §§ 1720, 1771.1, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

NOT APPLICABLE TO THIS CONTRACT
EXHIBIT E
SPECIAL PROVISIONS

This Contract is subject to the following provisions, if checked:

1. ☐ State of California grant conditions, as attached.

2. ☐ Federal grant conditions, as attached.

3. ☐ Other conditions, as attached.