

**CITY OF ROHNERT PARK
COMMUNITY SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS
FOR
OPERATION AND MANAGEMENT OF FARMERS' MARKET
ON ROHNERT PARK CITY PROPERTY**

CITY OF ROHNERT PARK



City of Rohnert Park
Community Services Department
5401 Snyder Ln
Rohnert Park, CA 94928

Distribution/Advertisement: January 12, 2024
Deadline for Submittal of Proposals: February 2, 2024 at 5:00pm

**REQUEST FOR PROPOSALS
FOR OPERATION AND MANAGEMENT OF FARMERS' MARKET
ON ROHNERT PARK CITY PROPERTY**

I. General Description of the Project

This Request for Proposals (RFP) is for the operation and management of the Farmers' Market on Rohnert Park City property.

The City of Rohnert Park has operated a very successful Farmers Market on Friday evenings from June through August located at the City Center Plaza parking lot, 500 City Center Drive. The event also features a summer music series called "Party on the Plaza" located in the adjacent plaza. The combined event averages 1,000-1,500 attendees each night. In its history, there have been up to approximately 40 produce and packaged food vendors at each market and an additional 10 vendors selling a variety of arts & crafts. In addition there have been several local non-profit and for-profit organizations advertising their services. The event also features several local prepared food vendors who serve meals and snacks during the music series. The current Market Manager's five-year agreement with the City is expiring. The City wishes to continue the operation of the Farmers Market. The City would like to continue a ground lease agreement with the management organization and keep the City from the administrative portion of the market.

The scope of this proposal includes the management and all income derived from the following areas:

- All meat and produce vendors booth fees
- All arts and crafts vendor booth fees
- All non-profit organization booth fees
- All for-profit business booth fees
- All prepared food booth fees in the music area

The City is responsible for the administration of the Party on the Plaza components, therefore this proposal should not include management or income derived from:

- Musical acts
- Staging and sound equipment
- Income from music sponsorships
- Alcohol sales by local non-profit organizations

II. Schedule, Location, Contact

All interested operators of Farmers' Markets are invited to submit a proposal to the City of Rohnert Park in accordance with the enclosed specifications. The **Farmers' Market Proposal** must be received no later than 5:00 p.m. (PST), Friday, February 2, 2024.

The following schedule has been established to meet our internal deadline:

Deadline for submittal:	February 2, 2024 at 5:00PM
Deadline for Questions:	January 25, 2024
Award of Contract (Estimated):	February 27, 2024

Submit Proposals to: City of Rohnert Park
Department of Community Services
5401 Snyder Ln.
Rohnert Park, California 94928
cbagley@rpcity.org

Questions regarding this RFP, please direct to: Cindy Bagley, Director of Community Services
cbagley@rpcity.org
(707) 588-3452

This RFP and any addenda are available on the City of Rohnert Park website at www.rpcity.org. To receive a printed or email copy of this document or any technical assistance, please contact the Director of Community Services at (707) 588-3452 or cbagley@rpcity.org.

Time is of the essence and any proposal received after 5:00 p.m. (PST), February 2, 2024 whether by mail or otherwise, will be not be considered. The time of receipt shall be determined by the time stamp in the Department Office or via email. If proposals are mailed rather than emailed, they shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP title, and date and hour proposals are scheduled to be received. Proposers are responsible for ensuring that their proposal is emailed or delivered and is stamped at the Department Office by the deadline indicated.

All responsible market operators are encouraged to submit proposals, and nothing in this documents is meant to exclude any entity from proposing. Rohnert Park reserves the right to accept or reject any or all proposals submitted.

III. Scope of Services

The Successful Contractor shall be qualified and able to operate and manage a certified Farmers' Market, and shall submit the following:

- Provide a list of the dates and times the market shall be held. The music series runs from the first Friday in June through the last Friday in August. The Farmers Market may start before the music series and operate during and after these dates if desired.

- Provide the maximum possible quantity and variety of **certified farmer** vendors for the market venue and proposed operation.
- Specifically detail exactly what support and services will be required of the City of Rohnert Park. Specifically detail what compensation, reimbursement/cost recovery or other benefits may be paid to the City for the use of City Property.
- Detail what services, if any, will be subcontracted.
- Provide the By-Laws and operational guidelines/rules for the proposed Farmers' Market.
- Be responsible for community outreach and publicizing the Farmers' Market including, but not limited to, signage and advertising.
- Be responsible for adequate and appropriate staffing and management at the site of the Farmers' Market.
- Provide a Certificate of Insurance as specified by the attached Agreement.
- Operate a weekly market at a minimum from June 1 through August 31 of each year, except on or near major holidays. The City prefers the longest market operation period possible.
- Provide a detailed description of signage being requested.

IV. Anticipated Schedule

The following represents a tentative outline of the process currently anticipated by the City:

- Request for Proposals distributed January 12, 2024.
- On-site walk-through with City staff by appointment on January 22 or 23, 2024.
- Questions to be submitted to the City by January 25, 2024.
- Receive written proposals by 5:00 p.m. on Friday, February 2, 2024
- Conduct oral interviews with selected Contractors the week of February 5, 2024.
- Best and Final Offer due February 9, 2024.
- Recommendation of proposed agreement to the City Council at meeting on February 27, 2024.
- The term of the agreement(s) with a Successful Contractor(s) will be negotiated on a case by case basis.

V. CITY RESPONSIBILITIES

Proposed City responsibilities shall be identified by the Contractor in their proposal. The level of proposed City responsibilities shall be used as one component of the evaluation of the proposals received.

VI. Review Process

Contractor selection will be based upon the Proposal submitted. Evaluations will be based on the Contractor's experience, personnel, Proposal soundness, schedule, and cost/revenue. The scoring matrix is included as Attachment C of the RFP.

City may request additional clarifying information from any or all Contractors that submit a Proposal. Responses to this RFP will be evaluated and the top-rated Contractor(s) may be interviewed. The lead members of the Contractor's team will be required to attend any interviews scheduled with the City.

The City will then negotiate a contract with the Contractor that is determined the most qualified.

At the end of the Review Process, staff will notify all Contractors and the selected Contractor will be awarded a contract with the City. Said contract will have the terms as indicated in the City *Professional Services Agreement*. The terms of the contract agreement has specific insurance requirements, which is included as part of the RFP.

VII. General Terms and Conditions

A. Questions

If Contractors have questions on the specifications or other provisions of the RFP, they shall submit their questions to the City of Rohnert Park attention to Director of Community Services or via e-mail to cbagley@rpcity.org or mail them to 5401 Snyder Ln, Rohnert Park, CA 94928 by January 25, 2024. Only those questions concerning the specifications and other provisions of the RFP will be considered. Answers by the City of Rohnert Park will be provided to all those who have shown interest and or requested an RFP via an addendum.

B. Award of the Contract:

1. This RFP does not commit the City to award an agreement, to pay any costs incurred in the preparation of a proposal responding to this request, or to contract for services. The City reserves the right to cancel this RFP and reject any or all proposals and to waive any informality in the bids.
2. Under this RFP, the City may accept no proposals, one proposal or multiple proposals in its sole discretion. The City may also negotiate with qualified sources and/or require the sources to submit such data or other information necessary to substantiate costs, or to revise other elements of their proposals in accordance with contract negotiations.
3. The Successful Contractor shall, within five (5) calendar days after prescribed documents are presented for signature, execute and deliver to the City the agreement, insurance certificates, and any other documents required by the RFP.
4. Any agreement resulting from this RFP is not assignable.
5. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the City's website at www.rpcity.org.

C. Controlling Law; Venue:

This contract is made, entered into, and shall be performed in the City of Rohnert Park, California, and shall be governed by the applicable laws of the State of California. Any dispute arising out of the agreement resulting from this RFP, its interpretations, or its performance shall be litigated only in the Sonoma County Superior Court.

D. Contractor's Performance:

1. The Successful Contractor agrees and covenants that its agents and employees shall comply with all City, county, state and federal laws, rules and regulations applicable to the business to be conducted under the agreement. The Successful Contractor must maintain a valid certified farmers market license.
2. The Successful Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid personal injuries and property damage.
3. The Successful Contractor shall be an independent contractor and is not an employee of the City.
4. The dumping of waste and food byproduct is illegal in storm drains, and is prohibited.
5. Outdoor cleaning of food service equipment shall be within the vendor's self-contained units as approved by the City.
6. Trash enclosure areas shall be designed to avoid run-off into the storm drain system. Trash generated from each event shall be removed daily as arranged by the City's trash collection contract.
7. Wastewater from vehicle and equipment washing shall not be discharged into the storm drain system.
8. The use of City water without a permitted meter is prohibited. Meters may be obtained through revenue services after leaving a deposit, and payment by Successful Contractor for water used is required.
9. An Environmental Health application may be required by the County of Sonoma's Environmental Health Division.
10. Toilets could be available at the adjacent library building for public use. Successful Contractor must make arrangements with the library management to access, maintain and clean the restrooms during and after each market. Toilets for vendors should be obtained by the successful Contractor.
11. The entire site must be cleaned and all garbage and trash. Vendor's and market equipment and property must be removed after each event.
12. City real property may not be altered in any way without prior City approval. No stakes or other equipment may be attached to City Property.
13. A traffic control plan, or entry and exit plan to the event showing ingress, egress, delivery routes, and parking, must be submitted and approved to the satisfaction of the Department of Public Safety prior to the first market.
14. Contractor will be responsible for compliance with AB 1383 requirements as well as AB 1276, including documentation for each event, including but not limited to:
 - Auditing food vendors supplies prior to each event and documenting on a form approved by the city submitting to the city the following business day after each event.

-Proof that the three system bins are onsite prior to each event and documenting in a form approved by the city and submitting to the city the following business day after each event.

-Taking a photo of the top of the contents of the three system bins at the end of each event, and submitting to the city the following business day after each event.

Employment Discrimination by Successful Contractor Prohibited:

1. During the performance of this contract, the Successful Contractor agrees as follows:

(a.) The Successful Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful Contractor. The Successful Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b.) The Successful Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Successful Contractor, will state that such Successful Contractor is an equal opportunity employer.

(c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Successful Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Payment:

Successful Contractor may propose compensation, reimbursement or other benefits paid or provided to the City of Rohnert Park for the use of City property. Such compensation or payment shall be a component of the selection criteria.

J. Updated Event and Vendor List:

Successful Contractor shall provide a list of dates for farmers' markets and also for any special events in addition to the regularly scheduled farmers' markets, including dates, event duration, description, estimated attendance ("Event List") and a Vendor List to the City upon execution of the Agreement. Successful Contractor shall update and submit such List including events and attendance and the Vendor List based on actual operations on a quarterly basis and submit to the City on the fifteenth day of the month after the last month of each quarter.

L. Termination or Suspension of Contract:

1. The City of Rohnert Park reserves the right to terminate the agreement immediately in the event that the Successful Contractor discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Contractor to comply with any section or part of this agreement will be considered grounds for immediate termination of the agreement by the City of Rohnert Park at its sole discretion.
3. Notwithstanding anything to the contrary contained in the agreement between the City and the Successful Contractor, the City may, without prejudice to any other rights it may have, terminate the agreement for convenience and without cause, by giving 90 days written notice to the other party.
4. The City may terminate or suspend the agreement due to emergency circumstances as defined by the City at its sole discretion.
5. The City may terminate the agreement upon sale or lease of the property utilized by the Contractor with 30 days written notice to the Contractor.
6. The City may suspend any Farmers' Market(s) due to the need to access City owned property for other uses with 10 days verbal and/or written notice to the Contractor.
7. If the Successful Contractor fails to host a scheduled Farmers' Market on two occasions, the City may terminate the agreement at its sole discretion.
8. If the Successful Contractor fails to provide the number of vendors that were specified in the Contractor's proposal, then the City may terminate the agreement at its sole discretion.

M. Taxes:

The Contractor shall be responsible for the payment of all City, county, state and federal taxes required by law. The City of Rohnert Park is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

In the event City entered into a ground lease agreement with Contractor, such lease would create a possessory property interest in Contractor. Contractor acknowledges and agrees that Contractor's leasehold and/or other property interests may be subject to property taxation, and Contractor to the payment of property taxes levied on such interest. Such taxes are referred to herein as "Possessory Interest Taxes," and shall be paid by Contractor during the term of this Lease.

N. Insurance Requirements:

The Successful Contractor shall maintain insurance to protect itself and the City of Rohnert Park from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract. Such insurance shall conform to the Insurance Specifications.

O. Collusion:

By submitting a proposal in response to this Request for Proposal, the Contractor represents that in the preparation and submission of this proposal, said Contractor did not, either directly or indirectly, enter into any combination or arrangement with any person, Contractor or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding.

P. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the Successful Contractor desires to subcontract some part of the work specified in the Agreement, the Successful Contractor shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Successful Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Agreement.

Q. Indemnification:

The Successful Contractor agrees, to the greatest extent authorized by law, to indemnify, defend and hold harmless the City of Rohnert Park including its officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees arising or resulting from or in any way connected with the operations of the Successful Contractor or any subcontractors, the provisions of services or the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Contractor. The Successful Contractor shall at its sole cost and expense, and upon demand of the City, defend and provide attorneys, all costs of investigation, litigation and appeal to defend the City, its officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature brought against the City, its officers, agents, employees and volunteers arising or resulting from or in any way connected with the agreement and the action or actions of the Successful Contractor or any subcontractor. The attorney(s) selected to defend the City shall be subject to approval by the City. It is understood that the indemnification obligations shall survive termination of the agreement with Contractor (for whatever cause) and shall continue for the full period of time allowed by law and shall not in any way be limited by the insurance requirements.

R. Security Deposit

The Successful Contractor shall submit a deposit to cover the cost of any repairs that may be required to remediate damages caused by the operation of the market (e.g. patch-up of asphalt, re-landscaping, etc.). Deposit amount and when the amount is due will be determined during the negotiations and it will be based on the scope of the event activities proposed and City exposure for repairs/damages. The deposit will be returned in full at the end of each market season.

S. Severability:

Any written agreement resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the agreement will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

T. Agreement Period:

1. The initial agreement term shall be for five years as negotiated with an individual Contractor or Contractors. Each subsequent agreement year shall be subject to negotiation between the City and the Successful Contractor.
2. The agreement may be renewed for five (5) additional one-year terms upon written, mutual agreement between the City and the Successful Contractor(s).

U. Booth Spaces and Selection Market Participants

1. Vendor shall make available a minimum of ten (10) spaces for Local Non-Profit groups to distribute information and/or take registration for their programs at a reduced booth space fee.
2. Vendor shall create a preferred booth space registration period for Rohnert Park based participants in each booth category.
3. Vendor shall make a minimum of three spaces available for City use and no cost to promote City services and provide information.
4. Vendor shall notify prospective booth operators in a timely basis of their status for participation in the Farmer's Market.
5. Vendor shall notify the City within seven (7) business days of any booth participants that are removed for rule or code non-compliance.
6. Vendor shall not include or pursue any business or sponsorship that conflicts with the Party on The Plaza Events Coordinator sponsorships.

VII. PROPOSAL SUBMISSION REQUIREMENTS

- A. The City will accept proposals via postal mail or email.
- B. The time proposals are received shall be determined by the time stamp in the Community Center Office or on the email at the time of receipt in the inbox.
- C. By submitting a proposal in response to this Request for Proposal, the Contractor represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work specified in this RFP.
- D. The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions relating to the operation of a Farmers' Market(s) on City property, shall in no way relieve any Contractor from any obligations with respect to its proposal or to the contract.
- E. A proposal may not be modified, withdrawn, or cancelled by the Contractor during the stipulated time period following the time and date designated for the receipt of proposals, and each Contractor so agrees in submitting a proposal. Prior to the time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such a notice shall be in writing over the signature of the Contractor

or by telegram; if by telegram, written confirmation over the signature of the Contractor shall be mailed and postmarked on or before the date and time set for receipt of proposals. A change shall be so worded as not to reveal the amount of the original proposal. Withdrawn proposals may be resubmitted up to the date and time designated for the receipt of proposals, provided that they are then fully in conformance with these Proposal Submission Requirements. If within two (2) business days after proposals are opened any Contractor files a duly signed written notice, accompanied by original work papers, with the City that there was a material and substantial mistake in the preparation of its proposal, that Contractor may withdraw its proposal. Thereafter, if the work is rebid or re-advertised for proposals, that Contractor will be disqualified from further submitting a proposal on the work.

VIII. PROPOSAL RESPONSE FORMAT

- A. Contractors shall submit a written proposal that presents the Contractor's qualifications and understanding of the work to be performed. Contractors are asked to address each evaluation criterion and to be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the qualifications for this project.
- B. The Contractor should include in their proposal the following:
 - 1. Table of Contents – All pages are to be numbered.
 - 2. Introduction.
 - 3. Cover letter - signed by a person with the binding authority to enter into contracts with the City.
 - 4. Proposal Signature Sheet – Attachment B.
 - 5. Response to Scope of Services – The Contractor should address each section of the Scope of Services with an indication of the response. The Contractor shall identify any exceptions, referenced to the paragraph number, in a subsection titled "Exceptions".
 - 6. Business Profile – Contractors are to present a Business profile that shows the ability, capacity and skill of the Contractor, their staff and their employees, if any, to perform the services required by the agreement.
 - 7. Subcontractors - Information on any subcontractors that may be necessary to provide the services required subject to the terms in Section VI. (P) contained herein. Provide name, experience, address, telephone number and qualifications (If Applicable).
 - 8. Vendors – Information on the prospective vendors and their products that shall participate in the market. This information should include the total number of confirmed or anticipated vendors to be expected at each market held.
 - 9. Market Philosophy – Description of the market philosophy such as "producer-only" or a "locally produced or grown fresh produce, baked goods, dairy products, free-range meats, or other comestibles."
 - 10. References – provide a minimum of three (3) references, who could attest to the Contractor's past performance to provide services similar to those required for the agreement. The list should include contact persons and telephone numbers. Contractors may not use the City of Rohnert Park as one of their references.
 - 11. Appendices – are optional for Contractors who wish to submit additional material that will clarify their response to the RFP.

12. List of the dates and times the market(s) shall be held.
13. Detail exactly what support and services will be required of the City of Rohnert Park.
14. Detail what compensation, reimbursement or other benefits that may be paid to the City for the use of City Property.
15. The By-Laws and operational guidelines/rules of the proposed Farmers' Market(s).
16. Information about how the Successful Contractor will provide community outreach and publicize the Farmers' Market(s).
17. Information concerning the management and staffing of the Farmers' Market by the Successful Contractor. Specifically, who will be present at each market to facilitate operation of the market and who can be contacted in an emergency.
18. Provide a conceptual map showing market layout, parking and traffic flow
19. Comprehensive budget showing anticipated expenditures and revenue. Revenue breakdown should include the number and types of booth space and anticipated revenue.
20. Include a revenue sharing proposal by types of booth spaces and anticipated revenue to the City.
21. Breakdown of anticipated Certified Farmer's Market booth vendors, types of vegetables by season.
22. Proposal at a minimum must include a Certified Farmer's Market section and Local Non-Profit booth spaces. Food and craft vendors are optional.

IX. PROPOSAL EVALUATION/SELECTION PROCESS

A. Contractors are to make written proposals, which present the Contractor's qualifications and understanding of the operation of a Farmers' Market on City property. Contractors are asked to address each evaluation criteria and to be specific in presenting their qualifications.

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities to provide the required services.

B. Selection of the Contractors to enter negotiations with the City will be based upon the City's evaluation of the eligible proposals who best meet the selection criteria. The selection criteria will include: (items are not listed by priority)

1. Special experience, technical capabilities, professional competence, and qualifications of the Contractor.
2. Special experience, technical capabilities, professional competence, and qualifications of proposed personnel assigned to provide their services in accordance with the Scope of Services.
3. Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Contractor's proposal for accomplishing the Scope of Services.
4. References and fiscal stability.
5. Compensation, reimbursement or other benefits that may be paid to the City for the use of City Property.
6. Annual length of the market period, daily duration of the market, location(s) of the market, vendor quantity and type, proposed market management and staffing.
7. The maximum possible vendor selection for the market venue and proposed operation. Level of City support and resources required to operate a successful Farmer's Market.
8. The By-Laws and operational guidelines/rules of the proposed Farmers' Market.

9. The best overall fit for the venue and City's vision for operation of a Farmer's Market in Rohnert Park.

C. Selection will be made of two or more Contractors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Contractors so selected. The compensation, reimbursement or other benefits that may be paid to the City shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each selected Contractor, the City shall choose the Contractor, which in its opinion, offers the best value to the City and shall award the agreement to that Contractor. Should the City determine in writing and in its sole discretion that only one Contractor is fully qualified or that one Contractor is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Contractor. The award document will be an agreement incorporating all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. The City reserves the right to reject all bids or combine bids if parties agree and it is in the best interest of the City.

ATTACHMENT A: INSURANCE SPECIFICATIONS

Insurance. Successful Contractor shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Successful Contractor or their agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier authorized to do business in the State of California. The insurance carrier is required to have an A.M. Best Rating of not less than "A-VII."

A.1 Coverages and Limits. Contractor shall procure and maintain for the duration of the contract 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 Contractor, or Contractor's agents, representatives, employees or subcontractors.

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 property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) 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), or if Instructor has no owned autos, Code 8 (hired) and 9 (nonowned), with limits no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work).
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if Instructor has employees).
4. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or 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 the City.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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.

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this section) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, agents, and volunteers.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor 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 self-insured retention may be satisfied by either the named insured or Contractor.

A.2 Notice of Cancellation. All policies required herein shall be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

A.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Successful Contractor will furnish certificates of insurance evidencing compliance with the insurance requirements, and the additional insured endorsement to the Commercial General Liability policy.

A.4 Failure to Maintain Coverage. If Successful Contractor fails to maintain any of these insurance coverages, then City will have the option to declare the Successful Contractor in breach, or may purchase replacement insurance at Contractor's expense.

A.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

A.6 Primary Coverage. For any claims related to the Services and this Agreement, the Successful Contractor's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers,

agents, volunteers and employees, will be in excess of Successful Contractor's insurance and not contributory with it.

ATTACHMENT B: PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Contractor represents that in the preparation and submission of this proposal, said Contractor did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding.

I hereby certify that I am authorized to sign and bind the Contractor to the proposal submitted and any resulting agreement with the City of Rohnert Park.

NAME OF
CONTRACTOR: _____

ADDRESS: _____

FED/TAX ID NO: _____

SIGNATURE: _____

NAME
(print): _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL

Attachment C. Evaluation Scoring Matrix

Firm	Experience	Personnel	City Responsibilities	SOQ Thoroughness	Schedule	Cost/Revenue
Max Score	30%	15%	20%	15%	10%	10%