

## QUESTIONS ASKED FOR RFP:

Is it expected of the awardee to use the \$86k for any promotional material/marketing expense that arises from accomplishing the project list?

*That is correct.*

Or will the City cover these costs? *It is the intent of the RFP's budget to cover the goals listed.*

1. What are the City's minimum insurance requirements for individuals? What kind of quote would we request from an Insurance Co?

*City's insurance requirements are listed below.*

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations, as applicable.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$2,000,000 per occurrence.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **Other Insurance Provisions**

The commercial general liability and automobile liability 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 insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.

4. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

#### **Acceptability of Insurers**

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

#### **Verification of Coverage**

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. 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.

#### **Subconsultants**

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply

to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Subsubconsultant.

A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all sub-consultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

2. In regards to bi-monthly report outs, will that require an in person presentation or will a submitted report suffice. Our concern is using budgeted monies for attending a meeting and would rather maximize the funding; yet feel an In-person report out would be appropriate when a project is accomplished.

It would be recommended that the RFP include in person reporting at a city council meeting

QUESTION UNDER FOSTERING BUSINESS DEVELOPMENT: "Is the budget for street beautification (large pots with flowers or banners, say) included in the \$86,000 for this project?"

*Street beautification was not included in the \$86,000 budget.*

QUESTION UNDER COMMUNITY VITALITY: Does the city have access to a grant-search website and will we have access to that?

*The City does not utilize a grant research web-site.*

1. We have concerns that the allotted upfront budget will be insufficient to complete all of the desired goals and objectives. Has this been considered?

*The goals and objectives were considered for the budget of \$86,000.*

2. Can we offer proposals on just specific parts of the RFP and still be considered?

- a. Page 4 of the RFP states:

- i. Factors that may be considered in the review process include, but may not be limited to, the following:
- ii. A) Meeting all of the requirements of this RFP; failure to meet the requirements of this RFP may be deemed unresponsive and the proposal may not be further evaluated;

*The proposal shall meet all objectives of the RFP to be considered.*

Could new secured grant monies we help acquire, assuming we are awarded the contract through this RFP, increase the cap of \$86,000 for services?

*Grant funding, if acquired, would be disbursed dependent upon the grant requirements. City would not be able to answer this question as grants typically have specific uses for grant funding.*

Can we offer a proposal as one in coordination with other affiliated local professionals?

*Per the RFP, Proposals must provide the name of the business entity (including any fictitious business names), details of the entity's business structure (i.e., corporation, partnership, LLC), statement(s) on financial integrity of all entities related to the company/firm or joint venture that will be involved in the contract, the location of offices, and the number of employees currently in the company/firm.*

Individual: Proposals must provide name of individual, location of office, any persons involved in the contract.

*That information is required.*

Could a proposal suggest a streamlined approach to completing all necessary goals and objectives?

*The city cannot tell a proposer what to submit for their approach. Per the RFP: Respondents shall describe their approach to the project in sufficient detail to provide the City with a good understanding of how the work will be accomplished and the expected deliverables.*

Could a proposal suggest a multi-year approach, delaying some of what is in the RFP?

*The city cannot tell a proposer what to submit for their approach. Per the RFP: The resulting contract from this Request for Proposal will have a term of one year or longer depending upon proposed costs of services.*

Can we put two or more proposals together to see which the City prefers? For example:

- a. One that is collaborative with other affiliated local professionals.
- b. One that is just proposer
- c. One that we bid on specific section(s) and not the whole RFP.

The City will review one, not multiple, RFPs from proposers.

7. Some of the Scope of Work in the RFP is rather amorphous. What is your expectation for tracking metrics of success on these items? For example, on page two the RFP states:

- a. *Make it easier for businesses to open or expand in downtown Sebastopol*
- b. *Ensure consumers who visit downtown Sebastopol return.*
- c. *Page three states: Acknowledging housing is the root of community vitality, work with the Planning Department on the implementation of housing goals as outlined in the General Plan.*

It is proposed that the Awardee will work with City staff to ascertain successes. An example would be:

Actual figures of how many new businesses opened as a result of outreach from this contract?

\*Do each of the following and bullet points within have to be met to qualify for the grant?

Yes.

The proposal shall meet all objectives of the RFP to be considered.

- Fostering Business Development
  - Attracting Customers
  - Incentivising Investment
  - Collaboration
  - Community Vitality
- Or can most be met?

How many grants are being offered? Is it one single application approved for \$86,000?

This is not a grant but a contract with the City of Sebastopol. The total budget amount is \$86,000