



City of **Santa Monica**

Request for Proposals

For consulting services for the
selection and implementation
of a homeless management
information system

SUBMIT PROPOSALS TO:

Stacy Rowe
Human Services Administrator
City of Santa Monica
1685 Main Street, Room 212
Santa Monica, CA 90401
Tel: 310-458-8701
Fax: 310-458-3380
E-mail: stacy.rowe@smgov.net

RESPONSES DUE July 11, 2007 by 5:00 PM (PDT)

Table of Contents

Section 1.0	Goals and Objectives	1
Section 2.0	Project Background	1
Section 3.0	Scope of Work and Resources	3
Section 4.0	Consultant Qualifications	5
Section 5.0	Proposal Evaluation Process	7
Section 6.0	RFP Response Format	8
Section 7.0	RFP Submittal	8
Exhibit A	Insurance Requirements	10
Exhibit B	Non Discrimination	13
Exhibit C	Oaks Initiative Notice	15

Section 1.0 - Goals and Objectives

The purpose of this Request for Proposals (RFP) is to provide qualified vendors with sufficient information to prepare and submit a response for consideration by the City of Santa Monica (herein after referred to as "the City") for Consulting services regarding the selection and implementation of a Homeless Management Information System (HMIS) for use in 7 non-profit agencies and a City of Santa Monica site across at least 13 locations with multiple programs at each site.

The City is seeking a Consultant or Consultants to assist the Community and Cultural Services Department (Human Services Division) and HMIS Steering Committee with development and implementation of a plan to select a new HMIS system, transfer data from an existing relational database, coordinate the selection of key HMIS staff, including a system administrator, and ensure a seamless transition to the new system.

The selected vendor will work under the direction of City staff.

Section 2.0 - Project Background

2.1 City of Santa Monica and Homelessness

The City of Santa Monica covers an area of 8.3 square miles in a thriving commercial and residential environment with a population of approximately 86,900. Industries include tourism and many diverse enterprises. The City has a Council-Manager form of government and has 7 constituent-elected council members with a council appointed Mayor. The City employs approximately 2,300 full and part-time personnel. It operates a municipal airport, libraries, bus lines, and water departments, as well as its own public safety, cultural, and recreation agencies.

In January 2005, the Los Angeles Homeless Services Authority conducted a "point-in-time" count of the homeless in Los Angeles County. At that time they estimated approximately 88,000 homeless people resided in Los Angeles County. 2,000 were estimated to be homeless in Santa Monica. Of these, 91% were individuals and 9% were persons in families. More recent estimates indicate there may be up to 2,800 homeless persons in the City at any given point in time. As a relatively small city within the large County of Los Angeles, Santa Monica is not able to control either the movement of homeless people across its boundaries or the County-level resources that are needed to help people leave homelessness. The regional nature of the homelessness problem makes it especially challenging for a city such as Santa Monica to respond effectively.

2.2 Homeless Services in the City of Santa Monica

The City of Santa Monica will provide approximately \$3.0M in FY 07-08 in City General Funds and federal dollars to 7 non-profit agencies providing an array of services to persons homeless in Santa Monica. Services include emergency and drop-in services, short-term and long-term shelters, case management and housing placement assistance, and post-placement care. City-administered funds are leveraged with additional private, local, state, and federal resources. Although the City provides support to a continuum of services located in and around the City, the City is part of the larger, City of Los Angeles/County of Los Angeles Continuum of Care that is administered by the Los Angeles Homeless Services Authority (LAHSA).

2.3 Homeless Management Information System

The City of Santa Monica was one of the first communities in the country to implement an HMIS, but the current system, based on Data System International's ClientTrack, is not as flexible as ones that have been subsequently developed. ClientTrack has been in use since 2001 at 7 non-profit agencies to track homeless services in 20 separate City-funded programs. The ClientTrack server and software requires a high level of maintenance.

At the direction of City Council, the Community and Cultural Services Department (Human Services Division) is undertaking a comprehensive study of the functionality and design of a new Homeless Management Information System (HMIS) to replace the existing ClientTrack HMIS. This was one of the key recommendations of the recent Evaluation of Santa Monica's Continuum of Care and Strategic Five-Year Plan report, conducted by the Urban Institute. Copies of this evaluation are available electronically at <http://homelessevaluation.smgov.net>.

2.4 Desired Goals for Selecting New HMIS Software Product

While not a comprehensive list, the selection and implementation of any new HMIS software product should result in:

- Compliance with U.S. Department of Housing and Urban Development (HUD) data standards, including universal data elements;
- System-wide unduplicated count of persons accessing services;
- Ability to track and maintain records on all clients system-wide, including non-homeless clients;
- Ability to track all services provided system-wide, including ability to identify "bottlenecks" in service delivery;
- Ability to interface with other local and regional data systems, including billing systems;
- Reduced data entry using the minimum possible number of client tracking and billing systems (e.g. Medi-Cal billing systems) per agency;
- Improved coordination and data-sharing protocols/agreements between agencies;
- Readily available and regularly updated user manual;
- A system that is responsive to case management and client needs and practices in screen layout, functionality and ease/speed of use;
- Ability to track outcomes, regardless of program entry/exit status;
- Reduced wait-time and frustration when generating reports;
- Standard reports meeting HUD data standards and queries that can be created and generated by the end report-user;
- Flexibility to meet future anticipated and unanticipated City, state, federal, and other funder requirements and requests

With these features in place, the City hopes to improve the reliability and validity of the data housed in the system, which will result in a more comprehensive picture of the homeless population in the City and the region.

2.5 Public Records

After award of contract, proposal responses shall be considered public record and subject to review. If a vendor believes a specific section of its proposal response is confidential, the vendor shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The vendor shall include a written statement as to the basis for considering the marked pages confidential and the City will review the material and make a determination.

2.6 Conflict of Interest

Vendors submitting a response to this RFP for the selection and implementation of an HMIS warrant that the company, its officers or directors, or any employee with authority to bind the vendor does not have any financial or personal relationship or affiliation with any elected official or employee of the City of Santa Monica or their immediate families which might in any way be seen by the City to create a conflict.

The City may, by written notice to the vendor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the vendor or agent or representative of the vendor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In the event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from vendor the amount of gratuity.

Section 3.0 Scope of Work and Resources

3.1 Scope of Work

While not a comprehensive list, the development and implementation of the HMIS plan is anticipated to cover 5 key objectives. Consultancy services are sought to assist City staff with some or all of the following:

- 1. **Objective:** Provide expertise and analysis as the HMIS Steering Committee works to identify hardware, software, security, data migration and budgetary needs related to the upgrade of the City of Santa Monica’s HMIS, consistent with the goals listed in Section 2.4.

Tasks

- Assist City staff to convene and facilitate any necessary subcommittees of the HMIS Steering Committee to establish technical and programmatic requirements of a future HMIS.
- Conduct analysis of agencies’ needs and funding-compliance requirements, including those needs currently being met by multiple client management systems and those not currently being met by any data system.
- Provide input to HMIS Steering Committee and participating agencies regarding network hardware, software, security, computer and internet installation standards.
- Ensure the system vendor designs and/or modifies system and security requirements in such a way that it maximizes use system-wide and replaces the maximum number of duplicate client management systems in local agencies. Provide recommendations to the HMIS Steering Committee.
- Coordinate with the software vendor and/or system administrator to develop a plan, including anticipated costs, for initial data migration from current data system. Develop specific recommendations to the HMIS Steering Committee regarding data elements to be transferred.
- Coordinate with the software vendor and/or system administrator to develop a plan, including anticipated costs, for any ongoing data transfers determined to be necessary, including transfer of data from client management systems in use at participating agencies and transfer of data from City of Santa Monica HMIS to the HMIS in use by the LAHSA Continuum of Care, as needed. Develop specific

recommendations to the HMIS Steering Committee regarding data elements to be transferred.

- 2. Objective:** Provide leadership and expertise as the HMIS Steering Committee works to develop interagency policies and procedures that incorporate existing and new standards related to the upgrade of the HMIS.

Tasks

- Assist City staff to convene and facilitate any necessary subcommittees of the HMIS Steering Committee to ensure the appropriate level of stakeholder input needed to develop interagency policies and procedures.
- Provide staff leadership and input on HMIS policy as needed.
- Develop, in consultation with City staff, the HMIS Steering Committee and other appropriate stakeholders, policies and procedures related to: system participation, interagency MOUs, data sharing, standardized intake forms, interagency referrals, service delivery, outcome tracking, service values for match tracking purposes, and other components as needed.

- 3. Objective:** Provide coordination and expertise as the HMIS Steering Committee works to hire necessary HMIS staff

Tasks

- Assist City staff and HMIS Steering Committee in developing a timeline for the introduction of HMIS System Administrator and any other recommended HMIS staff.
- Assist City staff in developing an RFP for HMIS System Administrator position (anticipated to be a consultancy).
- Assist City staff and Steering Committee in managing RFP process, reviewing proposals and developing recommendation regarding System Administrator consultancy position to City Council.
- Assist individual agencies in developing/revising job specifications for IT staff, if needed.

- 4. Objective:** Provide leadership and expertise as the HMIS Steering Committee works to recommend the selection of an appropriate HMIS vendor to Santa Monica City Council.

Tasks

- Assist City staff to convene and facilitate any necessary subcommittees of the HMIS Steering Committee to review products and develop minimum standards.
- Review existing HMIS products meeting US Department of Housing and Urban Development (HUD) data standards and currently in use nationwide and provide feedback regarding these products. Coordinate a minimum of 3 product demonstrations to City staff and the HMIS Steering Committee and/or its subcommittees.
- Assist City staff and Steering Committee in developing an RFP for an HMIS.
- Assist City staff in managing RFP process, reviewing vendor proposals and developing recommendations to City Council.
- Assist City of Santa Monica and non-profit agencies with contract/subcontract negotiations and/or proposals for hardware, software, security, service contracts, and internet access for HMIS.
- Assist City of Santa Monica and non-profit agencies with contract/subcontract negotiations for data migration from current data system.

- Coordinate with selected vendor to ensure that data is transferred from current system, test the validity of the data transfers, and establish technological and procedural requirements for any ongoing data transfers.

5. Objective: Provide coordination and expertise as the HMIS staff and vendor work to ensure a smooth transition to a new HMIS.

Tasks

- Coordinate with system administrator, HMIS software vendor, HMIS affiliated agencies, and HMIS Steering Committee to ensure the following tasks are achieved:
 - Develop, document and implement the plan to install selected HMIS product across at least 13 program sites for use by at least 100 users.
 - Develop a staff training plan for use with both current and future employees at all organizational levels.
 - Coordinate system integration, conversion and programming customizations.
 - Establish security and audit functions for HMIS.
 - Timely installation of HMIS.
 - Establish administration procedures for implemented software, including agency account set-up, system monitoring and testing, problem diagnosis and resolution, routine software and information maintenance.
 - Analyze initial HMIS system use and data quality.

Additional Administrative and Management Tasks

- Provide consultation by phone, e-mail or at client site when necessary.
- Support interagency use of system and document best practices for dissemination.
- Prepare reports to the HMIS project leadership team as needed.
- Assist City staff in the initial maintenance of HMIS-related files, records and documents.

3.2 Resources

In order to facilitate the timely completion of this scope of work, the City of Santa Monica will make the following resources available:

- Consultations with City staff and current data system consultant, as needed;
- A minimum of 0.25 FTE of staff support for developing written policies and procedures, developing and disseminating RFQs, RFPs or other necessary documents, and scheduling and facilitation of meetings with providers and other stakeholders;
- Access to the current data system;
- On-site space to review data and meet with stakeholders.

Section 4.0 – Consultant Qualifications

4.1 Minimum Requirements

Technical Qualifications: Appropriate education and at least five years of progressive experience in the Information Technology field. Experience with implementation and support of scalable and secure web based applications, preferably with HMIS. Experience in relational database management and administration.

Administrative Qualifications: Management of multiple projects and timelines, professional writing skills, and the ability to communicate with all levels of management, staff and external clients, especially those who are not well versed in computer technology. Understanding of case management practices, preferably related to homeless service agencies. Organizational skills, attention to detail and the ability to work with tight deadlines

in an ever-changing environment are critical. Expertise in qualitative and quantitative analysis and strategic planning required.

4.2 Additional desirable qualifications

Master's degree and experience working with nonprofit organizations. Demonstrated ability to work with diverse community and organizational groups. Interdepartmental or interagency database networking strongly desired. Familiarity with the Health Insurance Portability and Accountability Act (HIPAA) and HUD Data Standards highly desirable.

4.3 Insurance

The City does not require proof of insurance with the submittal of responses to this RFP. Prior to award of contract, however, the City will require proof of insurance. The City's insurance requirements are listed in **Exhibit A**.

4.4 Non Discrimination

The vendor represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition and will comply with City's Non Discrimination Policy in **Exhibit B**.

4.5 Oaks Initiative

Under the provisions of the City of Santa Monica Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), the Consultant will be considered a "recipient of a public benefit." Under the Taxpayer Protection Act, City public officials who approve this Contract are prohibited from receiving gifts, campaign contributions or employment from Consultant for a specified time. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Consultant and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Consultant. Consultant understands and agrees that: (A) Consultant is aware of the Taxpayer Protection Act; (B) If selected, Consultant will complete and return the forms shown in **Exhibit C** in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Consultant will not make any prohibited gift, campaign contribution or offer of employment to any public official who approved this Contract.

4.6 Living Wage Ordinance

The City has adopted a Living Wage Ordinance, which requires the payment of a specified minimum wage for work done pursuant to certain services contracts with the City. The Consultant may be bound to the terms of this Living Wage Ordinance.

4.7 Business License

The City does not require proof of a license to conduct business in the City of Santa Monica with the submittal of responses to this RFP. Prior to award of contract, however, the Consultant shall be required to procure and maintain at Consultant's own cost a Santa Monica business license.

Section 5.0 - Proposal Evaluation Process

5.1 RFP Timeline

June 13, 2007	Release RFP
July 11, 2007	Written proposals due at 5:00 PM (Pacific Daylight Time)
July, 2007	Proposal review
July 30 – August 10, 2007	On-site interviews with top-ranked respondents
August 14, 2007	Final recommendation of HMIS Selection Committee to City staff
August 15, 2007	Notification sent to respondents
August 28, 2007	Council approval (if necessary)
September, 2007	Notice to proceed; contract execution

5.2 Review Process

Submitted proposals will be reviewed by members of the City of Santa Monica HMIS Selection Committee, as well as staff from the City of Santa Monica's Community and Cultural Services Department (Human Services Division), City Manager's Office, and other key departments and divisions. Evaluation of the proposals shall be a competitive selection, based on the basis of overall best value to the City and not on price alone. The City shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed in Section 5.3 and is not required to select the lowest monetary bidder.

The City reserves the right to award the proposal to separate vendors on any of the items as provided in and set forth in the RFP. It is further understood that if the vendor to whom any award is made fails to enter into a contract, the award may be made to the next best bidder, who shall be bound to perform as if she/he received the award in the first instance.

The City reserves the right to reject any or all bids and any item or items therein, and to waive any non-conformity of proposals with this RFP, whether of a technical or substantive nature, as the interest of the City may require.

All price bids in the proposal shall include federal, state, local and other taxes.

Nothing contained in this RFP shall create any contractual relationship between the bidder and the City. The City accepts no financial responsibility for costs incurred by any bidder regarding this RFP.

All vendors will receive notification indicating acceptance or rejection of their proposal.

Subconsultants are the responsibility of the vendor and there will be no contractual relationship between a subconsultant and the City.

5.3 Review Criteria

The award, if any, will be made to the best bidder(s). In evaluating whether a vendor is the best bidder pursuant to the Municipal Code, City staff may use some or all of the following criteria in addition to any mentioned throughout this RFP:

- Information submitted in the proposal.
- Information obtained from the listed references.
- Technical merit.
- Experience, qualifications, and references of the firm.
- Proposal's responsiveness to the scope of work and minimum requirements.
- Proposed timeline.

- Interviews with the vendors.
- Demonstrated experience in the implementation of HMIS in similar environments.
- Competitive price.
- The quality of the services offered.
- The capacity of the vendor to perform the contract or provide the service promptly, within the time specified, and without delay or interference.
- The sufficiency of the vendor's financial resources.
- The character, integrity, reputation, judgment, training, experience and efficiency of the vendor.
- Any other factor which will further the intent set forth in Section 608 of the City Charter.

Section 6.0 - RFP Response Format

The following RFP response format is required and has been designed to facilitate comparison among proposals submitted.

6.1 Cover Letter - Introduction

An introduction to your firm including the name, phone number, fax number and email address of a single contact person.

6.2 Project Plan and Timeline

A detailed project plan and timetable for the implementation of the tasks detailed in Section 3.1. This project plan should include all key tasks, formal review, approval points, deliverables and key factors upon which progress and success may depend. Assume that the contract for HMIS implementation services commences September 1, 2007 and that full implementation is desired by July 1, 2008. For each step in the process, please indicate the estimated duration, the approximate number of staff hours and the number of hours to be spent in Santa Monica.

6.3 Statement of Qualifications

A description of your qualifications (or the qualifications of the team of Consultants) and experience implementing HMIS.

Resumes of all Consultants who would be involved in the project.

Brief descriptions of other projects executed by the Consultant/firm that demonstrate relevant experience. Include references, client contact information, a description of the role fulfilled, samples of written products, and the results achieved.

6.4 Compensation Proposal

Line-item budget detailing all personnel, non-personnel, reimbursables, travel, and overhead. Please include the estimated cost of any and all subcontracting arrangements and insurance costs. This budget should be consistent with the project timeline and should take into consideration the resources, including staff time, the City will provide. A not-to-exceed amount is required. The proposal must clearly state the basis under which the City may be billed for services. All conditions and assumptions must be stated in the proposal.

Section 7.0 - RFP Submittal

For ease of proposal review the City requires that proposals be submitted as follows:

Submit one (1) original and ten (10) copies of your entire proposal and one (1) electronic copy in Portable Document Format (PDF) in a sealed envelope by 5:00 PM, Monday, July 11, 2007.

The envelope must be marked in the upper left hand corner with the name and address of the proposing firm. Proposals shall be sent to:

City of Santa Monica
Human Services Division
1685 Main Street, Room 212
Santa Monica, CA 90401
Attn: Stacy Rowe, Ph.D., Human Service Administrator

Proposals will not be accepted after the date and time designated above. It is the sole responsibility of the proposing firm to see that his/her proposal is delivered and received in proper time. Any proposals received after said designated date and time shall be returned to the proposing firm unopened.

By submitting a response to this RFP, bidder waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to select any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participating vendors of any changes in the proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for execution. The City reserves the right to reject any and all proposals. The vendor(s) selected will be under contract to the City of Santa Monica.

Questions will only be accepted in writing and should be submitted via fax or e-mail by July 2, 2007 to:

Julia Brown, Administrative Analyst
1685 Main Street, Room 212
Santa Monica, CA 90401
Voice: (310) 458-8701
Fax: (310) 458-3380
E-mail: julia.brown@smgov.net

There will not be a pre-bid conference. Answers to written questions will be provided to all proposing firms on the Human Services Division website at www.smgov.net/hsd.

INSURANCE REQUIREMENTS AND VERIFICATION
Professional Services Insurance Requirements
(for Non Public Works Contracts)

Consultant's Insurance

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant and its agents, representatives, employees, or subconsultants. The cost of such insurance shall be included in Consultant's bid.

Without in any way affecting the indemnity provided, the Consultant shall secure before commencement of the work and throughout the Agreement the following types and amounts of insurance:

Minimum Limits of Insurance

Consultant shall obtain insurance of the types and in the amounts described below:

- 1) **Commercial General Liability Insurance**
Consultant shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) **Business Auto Liability Insurance**
Consultant shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident.
- 3) **Professional Liability (Errors and Omissions) Insurance**
Consultant shall maintain professional liability insurance appropriate to the Consultant's profession with a limit not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate. Architects' and engineers' coverage is to be endorsed to include contractual liability.
- 4) **Workers' Compensation and Employer's Liability Insurance**
Consultant shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Minimum Scope of Insurance

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business

contract), and explosion, collapse and underground hazards.

- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- 3) If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion. The "Retro Date" must be shown, and must be before the date of the contract or beginning of contract work.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 26 or a substitute providing equivalent coverage. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
- 2) For any claims related to this project, the Consultant's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- 3) 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 subdivision (b) of Section 2782 of the Civil Code.

General Liability, Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Consultant in the performance of services under the contract.

All Coverages

- 1) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.
- 2) If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subconsultants

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultant shall be subject to all of the requirements stated herein.

City of Santa Monica
Non Discrimination

A. Discrimination.

Discrimination in the provision of services may include, but not be limited to the following:

- (a) Denying any person any service, or benefit or the availability of a facility.
 - (b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.
 - (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
 - (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
 - (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- (1) Consultant shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.
 - (2) Consultant shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Consultant of a complaint with respect to any alleged discrimination in the provision of services by Consultant's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Consultant of these procedures. A copy of these procedures shall be posted by Consultant in a conspicuous place, available and open to the public, in each of Consultant's facilities where services are provided hereunder.

B. Non-discrimination in Employment.

(1) Consultant certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:

- (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (b) Selection for training, including apprenticeship.

(2) Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

(3) Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.

(4) Consultant shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this non-discrimination policy.

(5) Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.

(6) In accordance with applicable State and Federal law, Consultant shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Consultant shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.

(7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated State or Federal non-discrimination laws shall constitute a finding by City that Consultant has violated the provisions of this non-discrimination policy.

(8) The parties agree that in the event Consultant violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

(9) Consultant hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Consultant receiving Federal Financial Assistance.

Oaks Initiative Notice

CITY OF SANTA MONICA

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS
AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER
BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative's requirements. An information sheet on the Oaks Initiative is attached. You may obtain a full copy of the Initiative's text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every: (a) trustee, (b) director, (c) partner, (d) officers, or (e) ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the attached form ("Oaks Initiative Disclosure Form").



City of Santa Monica Oaks Initiative Disclosure Form

All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners and officers and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XII—Taxpayer Protection.

Name of Entity: _____

NAME OF PERSONS OR ENTITIES RECEIVING PUBLIC BENEFIT:

NAME(S) OF TRUSTEES, DIRECTORS, PARTNERS, AND OFFICERS:

NAMES OF THOSE WITH MORE THAN A 10% EQUITY, PARTICIPATION OR REVENUE INTEREST:

Public benefits include:

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax “abatement, exception, or benefit” of a value in excess of \$5,000 in any 12-month period; or
7. Payment of “cash or specie” of a net value to the recipient of \$10,000 in any 12-month period.

Prepared by: _____ Signature: _____

Date: _____ Title: _____

FOR CITY USE ONLY:

Bid/PO/Contract # _____ Permit # _____

(1/06)