



Date Issued: April 14, 2022

**REQUEST FOR PROPOSALS:**  
***Ross Valley Fire Department Future Governance Leadership Study***

Submit Responses to:

Mariana Gonzalez  
mgonzalez@rossvalleyfire.org  
415-258-4686

Proposals Must Be Received by: May 6, 2022 - 1700hrs

**PROPOSAL WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME**

### ***Note Regarding the Public Records Act:***

Government Code Sections 6550 et seq., the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Proposals is a public record in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record without exception. Submission of any materials in response to this Request for Proposals (RFP) constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the Ross Valley Fire Department ("RVFD") if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the RVFD for release of such information.

If the RVFD receives a request for any portion of a document submitted in response to this RFP, the RVFD will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the RVFD reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the RVFD and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the RVFD and/or its officers, agents, or employees that the RVFD has violated a Proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

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# 1. GENERAL INFORMATION

## 1.1 Statement of Intent

The Ross Valley Fire Department, through this Request for Proposals (“RFP”) seeks a qualified contractor(s) to provide professional services for the “*Ross Valley Fire Department Future Governance Leadership Study*.” Please see Section 4, below, for a full description of the services required. It is a Proposer’s responsibility to review the entire RFP in order to submit a complete and responsive proposal. The highest ranked Proposer, based on the written response to the RFP, as well as any interviews, if scheduled, will be invited to negotiate a contract with the RVFD. The target start date for the proposed services is **May 15, 2022**, subject to negotiation of a final agreement. The contract is structured as a one-year contract (through June 2023).

## 2. RFP PROCEDURE

This section describes the general RFP procedure used by the Ross Valley Fire Department. This RFP seeks the submission of proposals from interested and qualified Proposers. The RVFD seeks to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the RVFD and, by extension, its residents. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of a similar scope and type and local availability of the Proposer's personnel and equipment resources.

### 2.1 Tentative Schedule

The following schedule is tentative, and the Department may amend the tentative schedule as necessary by addendum.

**Table 1: Tentative Schedule of Events**

Event	Target Date
1. RFP Release Date	[April 14, 2022]
2. Optional Pre-Proposal Conference	[April 21, 2022]
4. Deadline to Submit Written Questions	[April 28, 2022]
5. Responses to Written Questions	[May 2, 2022]
6. Proposal Deadline – Proposals Must Be RECEIVED by 5:00 p.m. on this Date	[May 6, 2022]

### 2.2 Pre-Proposal Conference

There will be a pre-proposal conference as outlined above via zoom <https://us06web.zoom.us/j/84991209119> on **April 21, 2022 at 1500hrs**. The purpose of this meeting will be to review the project requirements, RFP response requirements, evaluation criteria, project overview, and answer any questions from prospective Proposers. Attendance by at least one key representative from each Proposer's company is voluntary but encouraged.

### 2.3 Submission of Proposals

#### 2.3.1 Method of Submission

Proposals must be submitted by the submittal deadline, as follows:

An electronic copy of proposal by email received at **mgonzalez@rossvalleyfire.org**. Alternatively, one printed copy of the proposal may be delivered by mail or hand to the following address: **777 San Anselmo Ave. San Anselmo, CA 94960**

The subject header and/or back of the submitted envelope(s) shall be labeled “Proposal - *Ross Valley Fire Department Future Governance Leadership Study*” Proposals shall be in the format required in Section 5 below. There will not be a public opening of proposals. All proposals shall be firm offers, and will so be considered by the RVFD, although the RVFD reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

### **2.3.2 No Collusion**

By submitting a proposal, each Proposer certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the Proposer's capability of rendering the services to be provided. The failure of a Proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the RVFD. The RVFD reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

### **2.3.3 Late Proposals**

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the RVFD, as determined in the sole discretion of the RVFD. All proposals will be date/time stamped upon receipt. All proposals received prior to the deadline for proposals will be kept in a secure place.

## **2.4 Proposal Evaluation**

All proposals received will be evaluated by the RVFD Management Committee. During the evaluation process, the RVFD may require a Proposer's representative to answer specific questions orally and/or in writing. The RVFD may require interviews. The RVFD may also require a visit to the Proposer's offices, other field visits or observations by RVFD representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. Responses to this RFP must adhere to the format for proposals detailed in Section 5. The criteria used as guidelines in the evaluation will include, but not be limited to, the following:

- A. Proposer qualifications and experience.
- B. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services.
- C. History of successfully managing other contracts with public or private agencies
- D. Ability to meet any required timelines or other requirements
- E. Claims and violations against responding organization or its agents
- F. Cost for the primary services described by this RFP
- G. References & Experience: Experience with similar studies and or in the course of prior work experience/employment. Please include three (2) project descriptions. Please also state the years of experience in the field of which this project is centered.
- H. Compliance with the RVFD's RFP and contractual requirements

The RVFD may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the RVFD. Inaccuracy of any

information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the RVFD may, in its sole discretion, correct errors or contact a Proposer for clarification.

The RVFD reserves the right to evaluate proposals solely based on each proposer's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the RVFD. The RVFD will not access company websites or read sales brochures, marketing materials, or white papers in evaluating proposer's experience or proposed methodology unless doing so is in the RVFD's best interest. Proposer may submit additional materials or reference on-line information as part of its proposal, but these will not necessarily be considered during the proposal evaluation process.

## **2.5 Proposal Recommendation**

The Evaluation Committee will recommend a provider or providers to the RVFD Fire Board or may recommend that all proposals be rejected. The most qualified proposer(s) will be recommended to the Fire Board based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. The Fire Board will then make their own decision as to whether to accept or reject the Evaluation Committee's recommendations. Ultimate acceptance or rejection of the recommended proposal(s) and execution of a contractual agreement(s) is the independent prerogative of the RVFD, notwithstanding any recommendations made by the Evaluation Committee.

## **2.6 Notice to Proposers**

The RVFD is not required to give notice to Proposers in any specific format or on any timeline. At some point prior to execution of a final agreement for the requested services, the RVFD will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of the RVFD.

## **2.7 Protest Process**

If a Proposer desires to protest the selection decision, the Proposer must submit a written protest within five (5) business days after the delivery of the notice about the decision. The written protest must be submitted to The Ross Valley Fire Department – Executive Officer, as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the RFP title, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Executive Officer will respond to a protest within ten (10) business days of receiving it, and the RVFD may, at its election, set up a meeting with the Proposer to discuss the concerns raised by the protest. The decision of the Executive Officer will be final. The protest letter must be sent or hand-delivered to: RVFD Executive Officer, 777 San Anselmo Ave. San Anselmo, CA 94960

## **3. GENERAL TERMS AND CONDITIONS**

### **3.1 Read All Instructions**

Please read the entire RFP and all exhibits before preparing your proposal.

### **3.2 Proposal Includes the RFP**

This RFP constitutes part of each proposal and includes the explanation of the RVFD's needs, which must be met.

### **3.3 Proposal Costs**

Costs for developing proposals are entirely the responsibility of the Proposer and may not be charged to the RVFD.

### **3.4 Proposal Becomes RVFD Property**

The RFP and all materials submitted in response to this RFP will become the property of the RVFD.

### **3.5 Questions and Response Process**

Submit all questions relating to this RFP to the following email address:

**E-mail to:** [mgonzalez@rossvalleyfire.org](mailto:mgonzalez@rossvalleyfire.org)

**Subject Line:** Question – RFP Ross Valley Fire Department Future Governance Leadership Study

All questions must be received no later than **April 28, 2022 @ 1700hrs**

This RFP, all questions, answers or modifications will be posted on the RVFD's website at [www.rossvalleyfire.org](http://www.rossvalleyfire.org) and emailed to the list of pre-proposal meeting attendees who provide their email to the RVFD. If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, per Section 3.6 below.

### **3.6 Alteration of Terms and Clarifications**

No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by the RVFD. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the RVFD.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer must immediately notify the RVFD of such error in writing and request modification or

clarification of the document. If a Proposer fails to notify the RVFD of an error in the RFP prior to the date fixed for submission, the Proposer shall submit a response at his/her own risk, and if the Proposer enters into a contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted on the RVFD's website as outlined in Section 3.5, above, without divulging the source of the request for the same. The RVFD may, at its discretion, also give electronic notice by email to all parties on the proposers list, pre-proposal meeting list and/or who have notified the RVFD of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the RVFD website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal. Failure to do so will not provide a ground for protest.

### **3.7 Selection of Provider(s)**

The selection of a provider will be memorialized in the form of a "Ross Valley Fire Department's Standard Professional Services Agreement" (see the sample template in Exhibit D), authorized by the Fire Chief and signed by both parties. Submission of a proposal constitutes the Proposer's approval and agreement to execute an Agreement in the form of Exhibit D.

The RVFD reserves the right to reject any or all proposals without penalty. The RVFD's waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if the Proposer enters into a contract.

Selection of a proposal and eventual submission to the RVFD's authorized representative by way of an Agreement does not constitute an offer, and Proposers acknowledge by submission of a proposal that no agreement is final unless and until an agreement with the RVFD is fully executed.

### **3.8 Amendments to the RFP**

The RVFD may modify this RFP by written Addendum emailed to all Proposers that are on the official proposers list and/or have attended and signed in at the pre-proposal meeting. Any Addenda will be also posted on the RVFD's website [www.rossvalleyfire.org](http://www.rossvalleyfire.org) . It is the responsibility of all interested Proposers to check the RVFD's website for Addenda. The RVFD will not be responsible for failed receipt of Addenda by any interested Proposer in any case. All Addenda will be furnished no less than 7 days prior to the opening of proposals and must be referred to by number and date on the proposal.

### **3.9 Examination RFP Documents**

Attention is directed to the proposer's obligation to examine the RFP documents to determine any variation that may affect the proposal and investigate the conditions of limitations. The Proposer's failure to do any and all of the above shall not become a basis for claim of additional monies or extension of time.

### **3.10 Insurance**

The RVFD has certain insurance requirements that must be met. Insurance requirements are described in [“The professional services agreement – Appendix E.”](#)

### **3.11 Incomplete Proposals May be Rejected**

Failure to satisfy any of the requirements identified in this RFP may result in the rejection of the proposal.

### **3.12 Contact with Department Employees**

As of the issuance date of this RFP and continuing until the final date for submission of proposals, all Proposers are specifically directed not to hold meetings, conferences, or technical discussions with any RVFD employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any Proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP. Proposers shall submit questions or concerns about the process as outlined in Section 3.4, above. The Proposer shall not otherwise ask any RVFD employees about questions regarding the RFP or related issues, either orally or by written communication, unless invited to do so.

### **3.13 Miscellaneous**

The RVFD reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the RVFD. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the RVFD assumes no liability for any unintentional errors or omissions in this document. The RVFD reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the Department.

## 4. SCOPE OF WORK

### 4.1 Background

The Ross Valley Fire Department is a consolidated department protecting lives, property, and the environments of Ross, San Anselmo, Sleepy Hollow, and Fairfax. Ross Valley fire departments trace their history to the early 1900s, with the formation of small volunteer fire departments in the newly formed towns of Ross, San Anselmo, and Fairfax. Built near the wildfire prone slopes of Mount Tamalpais, these communities were and continue to be acutely aware of the risk of fire. In 1982, the Fairfax Fire Department and the San Anselmo Fire Department joined forces and became known as the Ross Valley Fire Services. At the time Sleepy Hollow was receiving fire protection from the Town of San Anselmo through a contract for service and Sleepy Hollow chose not to become a member of the joint powers authority (JPA) while maintaining a non-voting seat on the Board. In 2010, the JPA was expanded to make Sleepy Hollow a full member of the JPA, ending its contract for service with the Town of San Anselmo. With the expansion of the JPA, the name was changed to the Ross Valley Fire Department. In 2012, Ross Valley Fire Department's Board of Directors voted to consolidate fire services with the Town of Ross, incorporating the Town of Ross Fire Station 18 into the Ross Valley Fire Department. Around 2015 RVFD outsourced financial services to the Town of San Anselmo providing AR, AP, Payroll and other general finance services. In August 2018 the RVFD entered into an MOU with Marin County Fire Department to provide administrative and executive services. The current aggregate population of the Department's service area is estimated to be 24,785, served from 4 fire stations with 9 suppression personnel on duty daily.

The MOU for administrative and executive services with the Marin County Fire Department terminates August 1, 2023. The RVFD is seeking options for succession of the MOU which could include multiple scenarios that require research and ultimately policy options, to be presented to the RVFD Fire Board. The RVFD is proposing a phased approach to gather information, compile options, narrow options and present RVFD Board several policy considerations.

### 4.2 Relevant Background Documents

The following past studies, may guide work on this project. These documents are available on the RVFD's web site at [www.rossvalleyfire.org](http://www.rossvalleyfire.org):

[MOU Between the Ross Valley Fire Department and Marin County Fire Department for shared services](#)

[Ross Valley Fire Department Standards of Coverage study](#)

[Ross Valley Fire Department Joint Powers Authority "JPA"](#)

### 4.3 Relevant Environmental Laws and Regulations

The following environmental laws and regulations guide the RVFD's and any selected Contractor's work:

- A. **CEQA.** Requires the Department to consider the effects of its actions on the environment, and to reveal effects to the public through the planning process. The action of this RFP and subsequent study would not be considered a project subject to the review under the California Environmental Policy Act.

### 4.4 Project Location

The project is located within the boundaries of the Ross Valley Fire Department. It may extend beyond the immediate boundaries of the Department, as neighboring jurisdictions are considered in the study.

### 4.5 Project Description

The Ross Valley Fire Department has used the services provided by the Marin County Fire Department as outlined in the MOU (see attached exhibit) for "Fire Chief" and other command/leadership since August of 2018. The MOU will not be renewed, and the Department is using the opportunity to recommend a path forward for governance and leadership. The Department will use this opportunity to establish and refine the options and ultimately select a path forward ensuring long term sustainability of Fire and Emergency Services.

### 4.6 Description of Work to Be Performed

#### Phase 1 – May 15, 2022- June 15, 2022

- Meeting with Management Team – Discuss scope of work and ensure clarity of work
- Inventory possible options for Governance / Leadership including but not limited to:
  - Independent Fire District
  - Dependent Fire District
  - Valley Wide Fire Agency
    - JPA
    - Shared Services
  - Contract for Services
  - Standalone Fire Chief

#### Phase 2 – June 16, 2022 – July 15, 2022

- Meetings with stakeholders
  - Management Team
  - Labor Group (Ross Valley Firefighters L1775)
  - Battalion Chiefs
  - Fire Prevention and Admin. staff
  - LAFCO

- o Allied Agencies
  - Central Marin Fire Dept.
  - Kentfield Fire Dept.
  - Marin County Fire Dept.
  - San Rafael Fire Dept.

**Phase 3 – July 16, 2022 – August 15, 2022**

- Prepare Options for considerations
  - o Description of proposed services
  - o Pros and cons of each option
  - o High level cost analysis
  - o Identify any potential service improvements
  - o Identify any service gaps with options
  - o Identify any potential fiscal impacts to member agencies
  - o Identify operational impacts
- Present options to the Management Committee for consideration and preparation of any options to be prepared for the Fire Board
- Present options to the RVFD Board of Directors for Policy Direction

**Phase 4 – September 14, 2022**

- Presentation to the RVFD Board of Directors

**Phase 5 – September 15, 2022 – October 11, 2022**

- Meet with Management Team review Board input
- Narrow option(s) and provide any response to questions from Fire Board
- Expand detail of final option(s)
- Finalize option(s)
- Outline tasks to complete execution of preferred option

**Phase 6 – October 12, 2022**

- Return to the RVFD Board of Directors with final option(s)

Desired outcome:

A transparent, inclusive process that develops a clear path forward for the long-term success of the Ross Valley Fire Department providing excellent emergency services to the community in a fiscally responsible manner.

**4.7 Communication with Public**

Contractor shall engage with the public in a courteous manner. Contractor shall refer all questions by the public to the RVFD's designated representative. The RVFD shall supply the Contractor's key personnel with the PM's business card for dissemination to the public upon request.

## **4.8 Project Kick-off Meeting and Ongoing Project Meetings**

RVFD will require Contractor's key personnel to attend a Project Kick-off Meeting before project commencement. The purpose of the meeting will be to review the Terms and Conditions of the Contract, Project Scope of Work and associated Attachments and Exhibits, Contractor's Work Plan. The RVFD anticipates the Project Kick-off meeting will take approximately four (3) hours, but the duration of the meeting will be as necessary to cover all information necessary to ensure successful execution of the contract. Contractor shall have in attendance its Project Manager/Key Personnel. Attendance by Contractor to the meeting will be at no additional cost to the RVFD.

The RVFD will also require On-going Project Meetings during active work periods. Project Meetings will be held approximately bi-weekly between the RVFD's Project Manager and the Contractor's Project Manager/Key Personnel. The purpose of the meetings will be to discuss work project progress updates, challenges, scope and schedule changes, staffing changes and/or adjustments and other considerations and report(s) review. Attendance by Contractor to Project Meetings will be at no additional cost to the RVFD.

## **4.9 RVFD Designated Project Manager**

The RVFD will designate a Project Manager who will be responsible for requesting services, approving invoices and monitoring Consultant's performance under the Contract.

## **4.10 Technical Direction**

The Project Manager (PM)) will provide technical direction on Contract performance. Technical Direction includes direction that assists the Contractor in accomplishing the required services, and review and approval of reports or other deliverables. Technical direction must be within the Contract's scope unless authorized in writing by the PM. The PM has the authority to issue Technical Direction which (1) institutes additional work outside the scope; (2) constitutes a change in the scope; (3) causes an increase or decrease in the Contract Price; (4) alters the Performance Period; or (5) changes any of the other express terms or conditions of the Contract. The PM shall issue Technical Direction in writing or shall confirm any oral Technical Direction in writing within two (2) calendar days after issuance. It is incumbent on Contractor to request from the RVFD Technical Direction in writing if it is not provided within the timeframe described above.

## **4.11 Contractor's Assigned Personnel**

The Contractor shall assign only competent and qualified personnel to provide services as set forth in this RFP and shall at all times be solely responsible for their work quality. The RVFD may request the removal of individual employees for cause at any time, and the Contractor agrees to comply and to promptly provide acceptable replacement personnel. Rejection by the RVFD and removal of assigned personnel shall not relieve Contractor of its full responsibilities under the Contract and shall not provide the basis for any claim or cause of action.

#### **4.12 Contractor's Key Personnel**

The RVFD reserves the right to approve the Key Personnel assigned by the Contractor to perform services under the Contract. Prior to removing, replacing or diverting any Key Personnel, the Contractor shall notify the PM in advance and shall provide replacement personnel acceptable to the Department a plan for an effective and smooth transition. The Contractor shall make no replacement, substitution or diversion of Key Personnel without the joint written consent of the RVFD.

#### **4.13 Contractor Minimum Qualifications**

Proposers shall be qualified and able to conduct work as described in Section 4.6 above.

#### **4.14 Length of Agreement**

The anticipated duration of the agreement will be for six (6) from date of execution, with the option for a six (6) month extension.

#### **4.15 Prevailing Wages**

This project is subject to California Labor Code Section 1720 and the selected Contractor will be required to comply.

## **5. Exhibits and Attachments**

### **APPENDIX E**

#### **STANDARD INSURANCE REQUIREMENTS**

Prior to rendering services provided by the terms and conditions of this Agreement, MCFD "Contractor or its subcontractor" for purposes of these insurance requirements, shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to RVFD, naming the RVFD and its officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the Contractor hereunder.

1. Except for professional liability coverage said policies shall be in effect until final acceptance of contractor's work by RVFD and shall provide that they may not be canceled without first providing RVFD with thirty (30) days written notice of such intended cancellation. If Contractor

fails to maintain the insurance provided herein, RVFD may, but is not required to, secure such insurance and deduct the cost thereof from any funds owing to Contractor.

2. Minimum Scope of Insurance. Contractor shall procure insurance covering general liability, automobile liability, and worker's compensation. Coverage shall be at least as broad as:
  - a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A nonISO form must be reviewed by the RVFD prior to acceptance of the Agreement.
  - b. Except as otherwise provided in (e)(ii)(bb) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" and Endorsement CA 0029.
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
  - d. Professional Errors and Omissions Liability Insurance, coverage form subject to RVFD Approval.
3. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
  - a. General Liability and Automobile Liability Coverages. RVFD and its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the RVFD, its officials, employees or volunteers.
    - i. The Contractor's insurance coverage shall be primary insurance as respects the RVFD, its officials, employees and volunteers and any other insureds under this contract. Any insurance or self-insurance maintained by the RVFD, its officials, employees and volunteer or other insureds shall be excess of the Contractor's insurance and shall not contribute with it.
    - ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the RVFD, its officials, employees and volunteers or other insureds under this contract.
    - iii. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - b. Worker's Compensation and Employers Liability Coverage.
  - c. Professional Errors and Omissions insurance.
    - i. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the RVFD.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII if admitted. A non-admitted insurer shall have a Best's rating of no less than A-X.
5. Minimum Limits of Insurance. Contractors shall maintain limits no less than:
  - a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage with a general aggregate limit of \$2,000,000.

- b. Automobile Liability: Subject to the option of the RVFD either: (aa)\$1,000,000 combined single limit per accident for bodily injury or property damage or; (bb) Personal Automobile liability coverage of \$500,000 bodily injury and property damage.
  - c. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.
  - d. Professional Errors and Omissions Liability: Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or selfinsured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Contract or the Beginning of the Contract work. If claims-made, coverage must extend to a minimum of twelve (12) months beyond completion of project. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work.
6. [Reserved.]
7. Deductibles and Self-Insured retentions. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the RVFD. At the option of the RVFD either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the RVFD, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
8. Verification of Coverage. Contractor shall furnish the RVFD with Certificate(s) of Insurance and with original endorsement(s) affecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the RVFD or on forms received and approved by the RVFD before work commences. The RVFD reserves the right to require complete, certified copies of all required insurance policies, at any time.
9. Contractor shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and Contractor has delivered the certificate(s) of insurance and endorsement(s) to RVFD as previously described. If Contractor shall fail to procure and maintain said insurance, RVFD may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Contractor to RVFD upon demand. The policies of insurance provided herein which are to be provided by Contractor shall be for a period of not less than one year, it being understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, Contractor will deliver to RVFD a renewal or new policy to take the place of the policy expiring.
10. RVFD shall have the right to request such further coverages and/or endorsements on the insurance as RVFD deems necessary, at Contractor's expense. The amounts, insurance policy forms, endorsement(s) and insurer(s) issuing the insurance shall be satisfactory to RVFD in its sole and absolute discretion.