



FINANCE

CITY OF LANCASTER, CA

REQUEST FOR PROPOSAL NO. 814-24

ADDICTION TREATMENT CENTER (WELLNESS CENTER)

SUBMISSION DEADLINE

April 25, 2024

BY 2:00 P.M.

(13:59:59– ACCORDING TO THE CITY’S OFFICIAL PROPOSAL CLOCK)

SUBMIT TO:

OFFICE OF THE CITY CLERK

LANCASTER CITY HALL

“RFP 814-24 Addiction Treatment Center (Wellness Center)”

44933 FERN AVENUE

LANCASTER, CA 93534

For questions concerning this RFP contact by email only:

Purchasing Department

bidinquiries@cityoflanasterca.gov

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REQUEST FOR PROPOSALS (RFP) FOR ADDICTION TREATMENT CENTER (WELLNESS CENTER)

INTRODUCTION

The cities of Lancaster, California and Palmdale, California (Cities) are looking to partner with a Developer and/or Service Provider to deliver a local, licensed, addiction treatment facility. The facility shall operate twenty-four (24) hours a day, seven (7) days a week. The facility will provide both inpatient and outpatient care, personal and family counseling, and recovery aftercare for their clients, primarily from the communities of Lancaster and Palmdale.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the Cities' objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The Cities reserve the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

SCOPE OF SERVICES

Background and Objective

The City of Lancaster and the City of Palmdale recognize that the current opioid epidemic has produced an overwhelming need to provide individuals and families battling addiction with a locally accessible addiction treatment and recovery facility (Wellness Center).

In 2021, methamphetamine and fentanyl were the most common drug types listed as a cause of death in accidental drug overdose deaths in Los Angeles County, accounting for 56% of all alcohol and other drug overdose deaths. In the Antelope Valley (SPA 1), evidence shows a marked increase in fentanyl related deaths from 2019 to present.

Substance use disorders not only affect the person with the condition, they impact their families, friends and the community. By providing additional accessibility to treatment facilities, both Cities can begin the recovery process to reverse the effects substance abuse has on the community.

In response to the increasing need, each City has committed to provide mutual support when an approved proforma is provided by the selected Developer and/or Service Provider of the Addiction Treatment Center detailing funding for acquisition and rehabilitation of a selected site for the housing, funding for case management, sustainable operations, and wraparound services to be provided to the clients, and identify commitments from community partners to provide additional resources. It is expected that a Developer and/or Service Provider will bring significant funding sources to make this project a reality.

Approach

The purpose of the Request for Proposals (RFP) is to solicit a “project approach”. Firms submitting a response to this RFP will be asked at minimum to state (1) their understanding and experience with this type of project; (2) offer their methodology to fulfill the Councils’ vision; and (3) state the proposed funding sources for the project, including any applicable experience in successfully applying for relevant grant funding at the county, state and/or federal levels. The exact scope of work will be set forth in an agreement between the selected Developer and/or Service Provider and both the City of Lancaster and the City of Palmdale.

Scope / Vision

The cities of Lancaster and Palmdale are looking to partner with a Developer and/or Service Provider to deliver a local, licensed, addiction treatment facility. The facility shall operate twenty-four (24) hours a day, seven (7) days a week. The facility will provide both inpatient and outpatient care, personal and family counseling, and recovery aftercare for their clients, primarily from the communities of Lancaster and Palmdale.

Location:

The facility will be located in either the City of Lancaster or the City of Palmdale and easily accessible to the residents of both Cities. The exact site location will be chosen based on input from each City and the Developer and/or Service Provider.

The size of the facility will be predicated upon the overall size of the lot and the size of the existing building, should there be one.

Each City is open to the possibility of the Developer acquiring a City- or County-owned property or acquiring a new property for the purposes of this project, with or without an existing facility. The Developer and/or Service Provider would enter into an agreement outlining the terms for development and/or operation of the Addiction Treatment Center, including but not limited to the size of the facility, financial contributions, schedule of development, renovation plans (if applicable), choice of service provider (if applicable), and acquisition or long-term leasing terms.

Services:

The Service Provider will design a treatment recovery program that meets the needs of the community and the Cities’ approval.

The facility will operate twenty-four (24) hours a day, seven (7) days a week. The facility will provide both in-patient/residential (as defined by the American Society of Addiction Medicine (ASAM)) and out-patient treatment and recovery services for chemically dependent individuals of all ages.

In order to aid patient success both during and after treatment, individual and familial counseling, along with substance abuse education, should be included as part of the overall services offered.

The service provider will also make use of best practices in implementing, evaluating, monitoring, and modifying existing services so that quality is assured, services meet the needs of those served, and the variety of services meet the needs of the community.

Financing:

The Proposal will include proformas of proposed sources and uses for acquisition and operation of the proposed Addiction Treatment Center. The Cities’ goal is to leverage county, state, federal, and private funding to the greatest extent possible. After applying for other funding sources, if a funding gap remains, the Cities have committed to provide mutual support with municipal funds, which may consist of Community Development Block Grant funding; affordable housing funding; General Fund; other funding sources; or a combination thereof, consistent with regulatory requirements.

Costs for the project are expected to include:

- Site acquisition.
- Design and/or cost estimating of a building (new construction) located within either the City of Lancaster or Palmdale; or Design and/or cost estimating of the renovation of an existing facility/property located within either the City of Lancaster or Palmdale.
- Ongoing operations and maintenance costs.

INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND CONTENT

The Proposer shall submit one (1) original, five (5) printed copies, and one electronic version that includes Excel files as necessary (flash drive) of their Proposal Package. All proposals should be in 8.5” x 11” format and shall not exceed 40 pages (one-sided) or 20 pages (double-sided). Proposals shall be continuously page numbered with a table of contents.

Proposals submitted in response to this RFP must be complete and contain all of the submittal requirements described below. Failure to provide the required information may result in the submittal to this RFP being deemed unresponsive.

In order to qualify as an Applicant under this RFP, your organization, team or joint venture must address each item below and meet all qualifications listed below:

A. TRANSMITTAL LETTER

The proposal shall be transmitted with a cover letter describing the organization’s interest and commitment to the program. The person authorized by the organization to enter into contracts/agreements shall sign the cover letter and the letter shall identify to whom correspondence and other contacts should be directed during the selection process.

B. EXPERIENCE (20%)

1. Provide information on a feasibility analysis, acquisition, development/rehabilitation, ownership, and operation of a project similar in scope and population, completed on time and within budget;
or

Provide information on the feasibility analysis, acquisition, development/rehabilitation, ownership, and operation of one or more treatment centers in the last ten years. Projects must have been completed on time and within budget.

2. Provide evidence of three or more years of property management experience serving the target population (e.g. security, maintenance, good neighbor policies, and code compliance).
3. Demonstrate at least three years of experience providing services to the target population.

C. REGULATORY COMPLIANCE (Pass or Fail)

1. Does the Applicant have any non-compliance actions from the Cities, Los Angeles County, California Tax Credit Allocation Committee (TCAC), California Debt Limit Allocation Committee (CDLAC), or other State agencies, lenders or tax credit investors in the last five years?
2. Is the Applicant presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by HUD or any other Federal department or agency?
3. Has the Applicant had any unfavorable judgments or bankruptcies in the last seven years?
4. Is the applicant currently involved in any pending or threatened lawsuits or judgment or bankruptcy involving itself or any entity in which it has been or is now involved, or provide a complete description of any and all known bankruptcies, unfavorable judgments and/or pending lawsuits involving itself or any entity in which it has been or is now involved? All entities are required to disclose pending disputes with the City when bids, proposals or applications are submitted for a City contract or transaction.

D. QUALIFICATIONS AND PRINCIPALS (20%)

1. Please submit an organizational chart for each member or component of the team (i.e. Developer and Service Provider).
2. Please submit attachments with specific examples supporting your certified qualifications.
3. Provide a list of Proposed Personnel with qualifications, professional experience and skills of the Applicant overall and in particular the proposed team members. Include professional licenses for personnel (i.e. nurses, psychiatrists, etc.). Resumes and license/certificate documentation shall not count toward the 40-page limit.

E. PLANNING AND PROJECT APPROACH (30%)

1. Provide a brief narrative summary of your proposal to evaluate site(s), propose a project to City staff, and put the project into service, including a specific timeline for acquisition, design, development or rehabilitation, and start of operations. Include a schedule of activities to achieve these goals.
2. Describe proposed services of a Lead Service Provider, including but not limited to case management, addiction recovery services, and any other complementary services to be provided to patients. Such services should be in person. Outline opportunities to collaborate with City, nonprofit, and private organizations to serve and identify individuals in need of services.
3. Describe proposed property management services, including but not limited to staffing plans, security measures, regulatory program compliance, and good neighbor policies.
4. Demonstrate ability to accomplish goals of project as represented in past work and supporting materials.
5. Demonstrate capacity for leveraging funding sources for state, local, and federally-funded projects and complying with local, state and federal guidelines.
6. Demonstrate the ability to work with programs that are new to the City of Lancaster and the City of Palmdale in order to expand opportunities for residents.
7. Demonstrate availability to perform the work detailed in the Proposal in a timely and professional manner.
8. Demonstrate excellence in aesthetic quality, workmanship, innovation and creativity, as needed to accomplish the project goals.
9. Demonstrate ability to reduce cost through economies of scale, where appropriate.
10. Demonstrate feasibility of construction and installation, where appropriate.
11. Demonstrate feasibility in terms of timeline, safety, security, durability, operation, maintenance, conservation, legal and ethical issues.
12. Demonstrate the ability to work with diverse communities, in a variety of languages, providing materials that are best suited to the target audiences.
13. Be able to conduct outreach in a wide variety of ways, from traditional face-to-face meetings to utilizing social media and other means.

F. FINANCING (30%)

1. Provide a proforma which outlines the proposed budget for the project, to include site acquisition, renovation and/or construction costs, and ongoing operating costs.
2. Provide a summary of the proposed funding for the project. Identify:
 - All funding sources to be utilized.
 - Whether the proposed project approach is eligible for federal, state, and/or county funding sources.

- Amount and timeline of funding requested from the Cities, if any.

3. Demonstrate history of successfully funding similar projects.

G. SIGNATURE SHEET

1. Certify ability to meet the Cities’ insurance requirements.
2. Complete the included Signature Sheet and include it with the RFP submission.

CLARIFICATION OF PROPOSALS

The Cities reserve the right to clarify individual proposals during the evaluation process. Proposers shall respond to requests for clarification in writing, and responses will be included as part of the proposal.

DUE DATES & PROPOSED TIMELINE

All Proposals (an original, four copies, and an electronic version submitted via flash drive) are due by **2:00 (13:59:59) P.M. on April 25, 2024**. Any Proposal or samples received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. **Proposals and packages containing product samples must be clearly marked on the outside with the name of the Proposer and RFP title**. It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in this RFP. **Email and facsimile responses will not be considered**. Any late Proposals shall be returned unopened, to the Proposer.

The Cities reserve the right to modify the content or schedule of these events at any time, for any reason.

Event	Date
RFP Distribution	March 12, 2024
Last Day to Submit Questions	2:00 P.M. PST, April 4, 2024
Responses to Questions Posted	April 11, 2024
Proposal Due Date	2:00 P.M. PST, April 25, 2024
Proposal Evaluation by Committee	April 26 – May 8, 2024
Tentative Selection	Tentatively May 9, 2024
Contract Negotiations	Tentatively May 10 - 31, 2024
Expected Contract Award by City Councils	June 2024

EVALUATION OF PROPOSALS

Proposal submissions will be reviewed by a team of staff members from the Cities of Lancaster and Palmdale. The Selection Panel may wish to interview Proposers with scores above a natural break during the selection process. Should an interview process take place, the timeline will be extended accordingly, and the interview

results will carry greater weight in the selection process. However, the Cities reserve the right to select solely based on the proposals without further contact.

Proposals shall be scored as follows:

Evaluation Criteria	Scoring	Points Possible
Completeness of Response	Pass/Fail	0
Transmittal Letter	Pass/Fail	0
Experience	0-20	20
Regulatory Compliance	Pass/Fail	0
Qualifications & Principals	0-20	20
Planning & Project Approach	0-30	30
Financing	0-30	30
Signature Sheet	Pass/Fail	0
		100

Following evaluation of the proposals, the most highly qualified Proposer shall enter into negotiations with the Cities to formalize the Agreement. If the parties cannot reach an agreement regarding the terms, then the Cities will end negotiations with that Proposer.

QUESTIONS REGARDING THIS RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted via email to bidinquiries@cityoflancasterca.gov prior to **2:00 pm PST on April 4, 2024**. The subject line should be **“Questions – RFP 814-24.”**

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The Cities will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Proposer.

CLARIFICATION STATEMENTS

For clarification purposes, the words “Contractor”; “Consultant”; “Vendor”; “Supplier”; “Company”; “Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be read to be one and the same. The words “Bid”; “Quote”; and “Proposal” shall be read to be one and the same. “City of Lancaster”; “City of Palmdale”; “Cities”; and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact initiated by any Proposer with any City representative, other than bidinquiries@cityoflancasterca.gov, concerning this Request for

Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.

PROPRIETARY MATERIAL

Please be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the Cities' selection committee, such information was intended to mislead the Cities in their evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Proposer, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Cities.

Only one Proposal is to be submitted by each Proposer. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its appendices or exhibits, Proposer shall immediately notify the Cities of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Proposers may submit requests for clarifications in email or writing. The Cities will compile all requests and provide responses in written format to all Proposers who have furnished or requested an RFP.

If Proposer fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, Proposer shall

submit its Proposal at his/her own risk, and if Proposer is awarded a Contract, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The Cities may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Proposers. Such Addendum shall also be posted on the City of Lancaster's website. Proposer shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. Proposer shall be responsible for ensuring all addenda are included in its response.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Proposer shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Proposer or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF THE CITIES

Proposals become the property of the Cities and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 7920.000 et seq.). The Cities reserve the right to make use of any information or idea contained in the Proposal.

Proposers must notify the Cities in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The Cities will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the Cities upon receipt.

REJECTION OF PROPOSALS

The Cities may reject any and all Proposals and may waive any immaterial deviation or defect in a Proposal. The Cities' waiver of an immaterial defect or deviation shall in no way modify this RFP or excuse the Proposer from full compliance with this RFP and/or Contract documents if awarded the Contract. The Cities may make

investigations as deemed necessary to determine the ability of the Proposer to perform, and the Proposer shall furnish to the Cities all such information and data for that purpose as requested by the Cities. The Cities reserve the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Cities that the Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

AWARD OF CONTRACT

The Cities reserve the right to modify the Award of Contract or rejection date as best meets the needs of the Cities. The Cities reserve the right to reject any or all Proposals in response to this RFP in the best interest of the Cities. The Cities further reserve the right to waive any informalities or irregularities in the Proposals. The Cities shall not be liable for any cost incurred in connection with the preparation and submission of any Proposal.

Award, if any, will be to the Proposer whose Proposal best complies with the requirements of this RFP. The Cities reserve the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work. The Cities reserve the right to award the contract to multiple Proposers should it be deemed in the best interest of the Cities.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Proposer agrees to enter into an Agreement with the Cities. In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City's Request for Proposals and Addenda, if any
- Proposer's Response to the Request for Proposals

EXECUTION OF AGREEMENT

After notification that a Proposer has been selected to enter into negotiations with the Cities, Proposer and Cities shall collaborate to negotiate an Agreement. When Proposer and Cities have reached mutually agreeable terms, the Agreement will go before the City Councils of the Cities for consideration. Upon approval, the following Contract documents shall be signed within ten (10) business days from the date the Cities mail, or by other means, deliver said documents to the Proposer.

- A. The Agreement in the form agreeable to all three parties.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, to be outlined in the Agreement.

No Agreement shall be binding upon the Cities until all documents are fully executed by the Proposer and the Cities.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the recession of the award. If the successful Proposer refuses or fails to execute the Agreement, the Cities may award the Agreement to the next qualified Proposer.

CANCELLATION

The Cities reserve the right to cancel this RFP at any time should it be deemed to be in the best interest of the Cities. No obligation either expressed or implied exists on the part of the Cities to make an award based on the submission of any Proposal.

ADMINISTRATIVE CONTACTS

Any questions regarding this RFP shall be directed to: bidinquiries@cityoflancafterca.gov

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 814-24.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster or the City of Palmdale, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with either City.

My signature certifies that my Firm and any and all subcontractors are able to meet the insurance requirements set forth in Exhibit A.

The Proposer hereby certifies that it has:

- Read each and every clause of this RFP and addenda, including Addendum # _____.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the Cities based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Proposer agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: _____

Address: _____

Fed ID No: _____ DIR # (if applicable): _____

Name (print): _____

Name (sign): _____

Title: _____

Telephone: _____ Fax: _____

Email: _____ Date: _____

To receive consideration for award, this signature sheet must be returned with the Proposal.

EXHIBIT A

Insurance

The contractor agrees to comply with the following provisions:

1. Contractor agrees to provide and maintain the following insurance coverage at his/her/its expense on a **per project** basis.

<u>Coverage</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$5,000,000	\$10,000,000
Commercial Automobile Liability	\$5,000,000	\$10,000,000
Workers Compensation	Statutory Limits	
Employers' Liability		
Each accident/employee	\$1,000,000	
Bodily injury by disease	\$1,000,000	
Professional Liability/Errors & Omissions		\$5,000,000

2. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 2010 07 04 and CG 2037 07 04 or equivalent, covering Commercial General Liability. Commercial Automobile coverage shall be at least as broad as ISO form CA 00 01.
3. Any deductibles or self-insurance retentions must be declared to and approved by the Cities. At the option of the Cities, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the Cities insured entities or, the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
4. All insurance shall be primary and non-contributory as respect to the Cities insured entities. Any insurance or self-insurance maintained by the Cities insured entities shall be in excess of the Contractor's insurance and shall not contribute with it.
5. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the Cities insured entities.
6. Insurance provided and maintained by Contractor must be placed with insurers with a rating **A- : VIII** or better by Best's Key Rating Guide, latest edition.
7. Insurance written on a "claims made" basis must be renewed for a period of two (2) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract, and will cover Contractor for all claims made by Cities insured entities arising out of any acts or omissions of Contractor or its officers, employees or agents during the time this Agreement was in effect.
8. Contractor shall furnish the Cities with Certificates of Insurance and with endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved

by the Cities before work commences. The Cities reserve the right to require complete, certified copies of all required insurance policies at any time.

9. Contractor shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Contractor.

Hold Harmless and Indemnification

Contractor agrees to indemnify and hold harmless the City of Lancaster, City of Palmdale, and their elected officials, officers, employees and volunteers against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Cities.