



REQUEST FOR PROPOSALS

for

BACKGROUND INVESTIGATION SERVICES

RFP Release Date:

December 17, 2020

RFP Submission Deadline:

12:00 PM on January 28, 2021

1. Invitation

The City of Gardena (hereinafter referred to as “City”) Police Department performs background checks as part of the City’s pre-employment process for both sworn and civilian employees. Once a candidate is selected for hire, a background check is processed. This could include inquiries into one’s criminal, employment, and credit history.

The City’s purpose of this Request for Proposals (hereinafter referred to as “RFP”) is to enter into a contract for Background Investigation Services for pre-employment background checks.

2. Scope of Work

The following list summarizes the information typically obtained for all candidates through the City’s pre-employment background investigation. Additional information may be required for individuals at higher levels.

- Local, state and federal criminal record search
- Employment verification for current and previous employers
- Social security number trace
- Education verification
- Credit report
- Reference interviews
- Follow-up of polygraph results

3. Contractor Minimum Requirements

Contractor shall have a minimum of three (3) years documented experience in providing the services that are the subject of this RFP. Contractor shall possess a valid California Bureau of Security and Investigative Services (BSIS) license to be a private investigator and be California POST certified. It is preferred that all personnel who perform background investigations on this contract under the Contractor are licensed private investigators.

4. Licensing

Contractor shall be authorized to do business in the state of California and comply with all pertinent state and federal requirements, laws, orders, ordinances, codes and regulations. Contractor shall also obtain a City of Gardena business license prior to entering into any contract with City. Such business license shall be maintained throughout the entire period of this contract.

5. Information/Product

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Contractor in connection with the performance of its obligations under this contract, shall be the sole and exclusive property of City. Contractor shall retain in its files sufficiently detailed working papers relevant to its engagement with City. Contractor further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of City.

6. Confidentiality

Contractor must agree to keep confidential any and all information concerning the plans, operations or activities of City which may be divulged by City or ascertained by Contractor in the course of performing services under any contract with City. In the event Contractor is required to disclose confidential information pursuant to a subpoena, order of a court, or other legal process, Contractor shall, upon notice of such required disclosure and prior to disclosure, immediately notify City and allow City the opportunity to inspect the information subject to disclosure, and in the event such disclosure is objectionable under any standard or rule of the court, Contractor shall exhaust all legal means to prevent disclosure.

7. Terms

The contract between City and the successful Contractor will have an initial term of one (1) year. The contract will be eligible for annual renewal for up to an additional two (2) years, thereby resulting in a potential up to three (3) year contract.

The City reserves the right to reject any and all proposals. City reserves the right to enter into negotiation with more than one Contractor simultaneously and negotiate the best contract terms to benefit the City. City intends to ultimately contract with one vendor to provide Background Investigation Services and all aspects of this contract. All potential Contractors are solely responsible for any and all costs incurred as a result of Contractor's response to this RFP and participation in the RFP process.

8. City Point of Contact

Any explanation desired by a potential vendor regarding the meaning or interpretation of any RFP provision or questions must be submitted in writing via email to the procurement contact, Elizabeth Hernandez, no later than 12:00 PM Pacific Time on December 31, 2020. Ms. Hernandez is the only individual who may be contacted regarding the RFP and all inquiries should be sent to

ehernandez@cityofgardena.org. Responses to the questions will be posted as an Addendum to the RFP by January 12, 2021 on the City's RFP website and Planet Bids.

From the date the RFP is issued until a contract is executed, communication regarding this project between potential vendors and individuals employed by the City is prohibited. Only written communication with the procurement contact, as listed in this Request for Proposal, is permitted.

Once a determination is announced regarding the selection of a vendor, the Vendor will be permitted to speak with person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a vendor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Contacts made pursuant to any pre-existing contracts or obligations; and
- Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City.

9. Schedule of Events

Below is the City's best estimate of a schedule of events related to this RFP and procurement. These dates are subject to change at the discretion of the City. By submitting a proposal for this contract, vendor is agreeing to be available during the "Interview" time period.

ACTIVITY	DATE/TIME
Release Request for Proposal	December 17, 2020
Deadline to submit written questions	12:00PM on December 31, 2020
Addendum Response to written questions posted on website	January 12, 2021 by 5:00PM
Deadline for submitting proposal	12:00PM on January 28, 2021 via Planet Bids
Interviews	February 1 – 14, 2021
Committee Evaluations	February 15 – 19, 2021
Final Contract Review with Proposed Vendor	February 22 – 26, 2021
Tentative contract award date	March 9, 2021

10. References

The City reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts in Attachment G, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

11. Financial Capacity

Potential Vendors proposal shall contain the vendor's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer. Financial Capacity information shall be identified as Attachment I.

12. Addendums

If any addendum is issued for this RFP, it will be posted on the City's website as an Addendum at www.cityofgardena.org and on Planet Bids. The City reserves the right to cancel or amend the RFP at any time.

13. Applicable Law

The laws of the State of California shall govern, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located in the State of California, regardless of the place of business, residence or incorporation of the Vendor.

14. Proposal Submission and Process

Proposals shall be submitted via Planet Bids. No other submission methods will be accepted.

The proposal response and certification items, referred to as Attachments A through K of this RFP, shall be completed and submitted by the Potential Contractor. Failure to include any item or to adequately address any topic may result in disqualification. The cost of preparing and submitting a proposal as well as the cost of travel or any other costs associated with the interview and/or negotiations is the responsibility of the Potential Contractor and shall not be chargeable in any matter to the City. All proposal responses shall fully comply with all conditions and requirements contained in the RFP.

Conditional bids, or those which take exception to the requirements of this RFP, may be considered non-responsive and rejected. Any modification of the response which is inconsistent with or in addition to all the terms and conditions herein set forth shall be void and of no effect unless and to the extent expressly accepted by the City in writing. Proposals shall be submitted upon the response forms and in the manner prescribed in this document. The City reserves the right to refuse to consider any proposal not tendered on proposal forms furnished by the City, to waive minor discrepancies, or to reject proposals because of minor discrepancies as it sees fit.

15. Evaluation

Evaluation of Contractors shall be based upon a combination of factors, which include but are not limited to, evaluation of the proposal response forms, reference checks, cost, and an interview.

16. Withdrawal of Proposal

Potential Contractors may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the City's RFP Point of Contact in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 180 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The Potential Vendor's offer will expire after 180 calendar days. If a Potential Vendor intended for award withdraws their proposal, that Potential Vendor may be deemed non-responsible if responding to future solicitations.

PROPOSAL RESPONSE FORMS (DELIVERABLES)

All pages of the bidder's proposal must be numbered consecutively; starting with the Attachment letter, followed by the page number.

All sections (A-K) of the bid packet must be clearly identified on the documents as follows:

ATTACHMENT	DESCRIPTION
A.	TRANSMITTAL LETTER (No form supplied with RFP) The Transmittal Letter is an opportunity for Contractor to tell City about itself and all deliverables associated with response to this RFP. The Transmittal Letter shall list all personnel that would provide service on this contract. The Transmittal Letter should also address if the Contractor intends to use any Subcontractors to execute any aspect of this contract.
B.	REPRESENTATIONS AND CERTIFICATIONS FORM
C.	BID PROPOSAL AND CONTRACTOR'S CERTIFICATION
D.	NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR
E.	CERTIFICATION OF DRUG-FREE WORKPLACE
F.	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
G.	LIST OF REFERENCES
H.	ADDENDUM ACKNOWLEDGEMENT-SIGNATURE PAGE
I.	FINANCIAL CAPACITY (No form supplied in RFP)
J.	CERTIFICATE OF INSURANCE (No form supplied in RFP)
K.	SAMPLE CONTRACT

**TRANSMITTAL LETTER TO BE PREPARED ON CONTRACTOR'S
LETTERHEAD
LABEL as ATTACHMENT A
(No Form Provided)**

**BACKGROUND INVESTIGATION SERVICES
REPRESENTATIONS AND CERTIFICATIONS FORM**

The undersigned submits the attached RFP Response Forms in compliance with the RFP for BACKGROUND INVESTIGATION SERVICES.

The RFP Response Forms include Attachments A-K as herein specified. It is understood that any additional information, if any, included in the RFP Response Forms may not necessarily be considered in the evaluation of the vendor's qualifications by the City.

The undersigned offers to perform all duties and obligations required of Contractor as specified by the provisions of the RFP for BACKGROUND INVESTIGATION SERVICES at the rates and for the consideration herein.

NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS IN THIS AREA: _____

DBA: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

E-MAIL: _____

CONTACT PERSON: _____

OWNERSHIP INFORMATION. List the full name of each owner who possesses at least a ten percent interest in the business. If the owner is a general business, each owner shall be listed; if the owner is a corporation, each stockholder holding more than ten percent of the corporation shall be listed; and if the owner is a partnership, each partner, excluding limited partners, shall be listed.

I represent and certify that I have read and understand the information presented in the RFP documents contained in the Background Investigation Services Request for Proposals, and that it is true and correct to the best of my knowledge and belief and that I am authorized to execute this Representation and Certification.

Signed _____

Firm _____

Name _____
(Print or type)

Title _____

Date _____

Note to Bidder:

ATTACH COPY OF CORPORATE RESOLUTION OR OTHER DOCUMENT ESTABLISHING THAT THE PERSON MAKING THE REPRESENTATION AND CERTIFICATION ABOVE IS AUTHORIZED TO DO SO. THE DOCUMENT MUST BE LABELLED "ATTACHMENT B", Page 3.

**BACKGROUND INVESTIGATION SERVICES
PROPOSAL AND CONTRACTOR'S CERTIFICATION FORM**

NAME OF COMPANY SUBMITTING PROPOSAL _____

Description	Unit	Estimated Annual Qty	Unit Price
National and Multi-Statewide criminal database check, employment history, credit history, etc.			
Sworn employee	Each	25	
Civilian employee	Each	30	
Initial screening	Each	15	
TOTAL:			

*Contractor must submit City's Form but may also submit Contractor's own cost form, if necessary, as part of Attachment C

I hereby certify that the fees listed on this proposal form constitutes my Proposal for furnishing the required services necessary to provide City BACKGROUND INVESTIGATION SERVICES and that the prices proposed above will remain in effect from January 28, 2021 through _____ .

Note: Failure to respond with a specific date will be considered non-responsive.

Signature of Authorized Representative/Official

Date

Printed Name and Title

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

State of _____ County of _____

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of _____,
(Owner, partner, officer, representative, or agent)

the Contractor that has submitted the attached Proposal.
- 2) He is fully informed respecting the preparation and contents of the attached RFP and all pertinent circumstances respecting such Proposal;
- 3) Such Proposal is genuine and is not a collusive or sham Proposal;
- 4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Proposal or of any other Contractor or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardena (OWNER) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Authorized Official

Title of Authorized Official

My Commission expires on _____

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
CERTIFICATION OF DRUG-FREE WORKPLACE**

I, _____, hereby certify on behalf of
(Name of Authorized Official)

_____ that:
(Name of Company)

The Contractor named above, and all Sub-Contractors working on this Contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor and all Sub-Contractors will, therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The firm's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this Contract.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed Contract:

1. Will receive a copy of the firm's drug-free policy statement; and
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the Contract.

CERTIFICATION:

I, _____, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this Contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this _____ day of _____, 20____

By _____
(Signature of Authorized Official)

(Title of Authorized Official)

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Contractor hereby certifies compliance with all applicable equal employment opportunity laws and regulations, as applicable.

1. In implementing the project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor shall be responsible for requiring that all subcontractors of the project comply with this provision, except subcontracts for standard commercial supplies of new materials.

Date

Company

By:

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

LIST OF REFERENCES

NAME OF COMPANY SUBMITTING BID _____

Please submit the following information in reference to similar experience as specified in the RFP.
If available, please specify other local municipalities for which you have provided service.

NAME OF BUSINESS _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NUMBER: (____) _____

DATES OF CONTRACTED SERVICE: _____

NAME OF BUSINESS: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NUMBER: (____) _____

DATES OF CONTRACTED SERVICE: _____

NAME OF BUSINESS: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NUMBER: (____) _____

DATES OF CONTRACTED SERVICE: _____

NAME OF BUSINESS: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NUMBER: (____) _____

DATES OF CONTRACTED SERVICE: _____

**BACKGROUND INVESTIGATION SERVICES REQUEST FOR PROPOSALS
ADDENDUM ACKNOWLEDGEMENT – SIGNATURE PAGE**

Addendum Acknowledgement – Signature Page

Contractor acknowledges receipt of the following addenda which are attached to the RFP:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to acknowledge the receipt of all addenda may cause the Proposal to be considered non-responsive to the Request for Proposals.

If Contractor is a corporation, state the legal name of the corporation and the name(s) of person(s) authorized to sign Proposals; if a partnership, state true name of firm and the names of all individual partners; if an individual, state name in full.

Date: _____, 20____

Company: _____

Signed: _____

Name: _____

Title: _____

Telephone: _____

Legal Address: _____

ATTACHMENTS I and J

ATTACHMENTS I and J TO BE PROVIDED BY CONTRACTOR

LABEL EACH ATTACHMENT

**SAMPLE AGREEMENT
AGREEMENT (DRAFT)
BETWEEN
THE CITY OF GARDENA
AND**

This contract, hereinafter referred to as Agreement, is entered into this ____ day of _____, 2020 (“Effective Date”), by and between the **City of Gardena**, a municipal corporation (“City”) and _____, a [state] [type of entity] (“Consultant”). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:

- A. Whereas, City requires the services of a professional to provide Background Investigation; and
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to provide these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement.
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. **SERVICES.** Consultant agrees to provide the professional services described in the City’s Request for Proposals (RFP) and any associated addendum, attached hereto as **Exhibit “A”** and Consultant’s Response to City’s RFP (“Consultant’s Proposal”), attached hereto as **Exhibit “B”**, both incorporated herein by this reference (“Services”). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may

be required for providing the Services pursuant to this Agreement.

3. **ADDITIONAL SERVICES.** If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
4. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as **Exhibit B**. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
5. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
8. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the Police Chief or his designee. Police Chief or his designee shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Police Chief or his designee. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of Police Chief or his designee. All costs for such corrections shall be borne by Consultant and shall not increase

Consultant's fees due hereunder. Should the Police Chief or his designee determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 10 below.

9. COMPENSATION. Consultant shall be compensated as follows:

- A. Amount. Compensation for the Services shall be billed as set forth in Attachment B, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within sixty calendar days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

10. TERM AND TERMINATION. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional one [1] year periods upon mutual written agreement of both parties.]

- A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.
- B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

- C. Unless for cause, Consultant may not terminate this Agreement. If Consultant is terminating this Agreement for cause, it must provide the City with thirty (30) days written notice.
- D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

11. INSURANCE REQUIREMENTS.

- A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.
- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
 - 1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93, 11/85, or equivalent with no special limitations affecting City. The limit for all

coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 10/13, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
4. Professional Errors & Omissions – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.
5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
 - a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
 - b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
 - d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
 - e. The Consultant'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.
- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. Deductibles. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
- F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

12. INDEMNIFICATION. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

13. NON-LIABILITY OF CITY. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

14. OWNERSHIP OF WORK PRODUCT. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.

15. USE OF MATERIALS.

- A. City shall make available to Contractor such materials from its files as may be required by Contractor to perform Services under this Agreement. Such materials shall remain the property of City while in Contractor's possession. Upon termination of this Agreement and payment of outstanding invoices of Contractor, or completion of work under this Agreement, Contractor shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Contractor in the course of performance of this Agreement.
- B. City may utilize any material prepared or work performed by Contractor pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Contractor. Contractor shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Contractor accepts such responsibility in writing.

16. NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES. Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.

17. WAIVER OR BREACH. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

18. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain as to City a wholly independent contractor and shall not obtain rights to any benefits which accrue to City employees. Neither City nor its officers, employees or agents shall have control over the conduct of Consultant or any of its officers, employees or agents, except as expressly set forth herein. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City.

19. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits

on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

20. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
21. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
22. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.
23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes

beyond the control and without the fault or negligence of Consultant.

25. **ASSIGNMENT.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

26. **CHANGE IN NAME, OWNERSHIP OR CONTROL.** Consultant shall notify the City, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

27. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
 1718 West 162nd Street
 Gardena, California 90247
 Attn: Mike Saffell
 Title: Chief of Police
 Email: chief@gardenapd.org
 Telephone: (310) 217-9601

To Consultant: Name of Consultant
 Street Address or P.O. Box
 City, State Zip Code
 Attn: _____
 Email: _____
 Telephone: (____) _____

Notices shall be deemed to have been served upon the date of personal service or three (3) working days after the same has been deposited in the United States Postal Service.

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

28. **LEGAL REQUIREMENTS.** Contractor shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

29. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants

that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

30. GUARANTEE AND WARRANTY. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re- perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

31. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

32. RECORDS/AUDIT.

- A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:
 - 1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds.
 - 2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.
 - 3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

- B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.
 - C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.
33. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
34. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.
35. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
36. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
37. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.
38. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.
39. **SEVERABILITY.** If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.
40. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court

of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

41. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

“City”
City of Gardena

“Consultant”
Name of Consultant or Consultant Company

By: _____
Name and title of individual

By: _____
Name and title of individual

Date: _____

Date: _____

By: _____
Name and title of individual

Date: _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney