



# **REQUEST FOR PROPOSALS FOR POLICE MAJOR INCIDENT RESPONSE VEHICLE (MIRV)**

**PROPOSALS DUE: DECEMBER 3, 2024 at 12:00PM PST**

## **A) Notice of Request for Proposals**

The City of Gardena is releasing this Request for Proposals (RFP) from qualified suppliers for the design, manufacture, and outfitting of a high-quality Police Major Incident Response Vehicle (MIRV). City requests your firm fixed price for a vehicle per the requirements and specifications listed herein.

A copy of the RFP may be obtained from Planet Bids and the City of Gardena website at [www.cityofgardena.org](http://www.cityofgardena.org).

The City reserves the right to reject any and all proposals. This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing prior to the date indicated in RFP Section D. All pertinent questions will be answered in writing and conveyed to all proposers. All questions should be directed to:

Elizabeth Hernandez, Administrative Management Analyst  
[ehernandez@cityofgardena.org](mailto:ehernandez@cityofgardena.org)

## **B) Purpose and Description of Services**

Qualified vendors are invited to submit proposals, based on the information provided in this RFP, to effectively and efficiently provide services to the City to design, manufacture, and outfit a Major Incident Response Vehicle (MIRV) that meets the needs of the Gardena Police Department.

It is not the intent of this RFP to completely describe every requirement and specification required in detail. Some of the requirements and specifications will be described in broad terms. The proposer is expected to meet the broad requirements by proposing something as good as or equal to.

If a proposer discovers any ambiguity, conflict, discrepancy, omissions or other error in the RFP or any of its attachments, he/she shall immediately notify the City of Gardena Contract Administrator of such error in writing and request modifications or clarification of the document. Modifications and clarifications will be made by addenda. Failure to acknowledge and incorporate addenda will not relieve the proposer of the responsibility to meet all terms and conditions of RFP and any subsequent addenda.

If a proposer fails to notify the City of Gardena prior to the date fixed for submission of proposals of an error in the RFP known to him/her, or an error that reasonably should have been known to him/her, proposer shall bid at his/her own risk, and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

## **C) Bidder Minimum Qualifications**

In addition to meeting all other requirements of this RFP, all responding proposers shall furnish verifiable evidence that their firm and personnel, at a minimum, meet the following qualifications.

The proposer should have consistently evolved its products and prices as compared to their competitors, and demonstrate long-term viability, financial stability, etc. Proposers are to provide the following information and meet the City's minimum qualification standards in order to be considered for award. Proposers should respond to each point below in the proposal response, noting and referencing the section and item number.

- C1. Proposer Information – Proposers are to provide the following information about their company:
- Address and contact information, including phone number(s), email, names of owner and company officers
  - Number of years in business
  - Company description, including a short history and services offered
  - Prior experience providing, building, and designing law enforcement vehicles (please provide at least three references)
- C2. Financial Stability – Proposers are required to demonstrate a record of past financial stability and positive indicators for future performance. As such, proposers must submit an audited annual report or audited financial statement for the past two (2) years.
- C3. Capability – All proposers must be able to demonstrate the capability to provide the required services by possessing all necessary business and technological resources, including personnel, facilities, maintenance, support, systems, organizational structure, operational controls, and quality control. Specifically, a proposer should:
- Have a demonstrated record of designing and providing specialty law enforcement vehicles. Provide date, location, vehicle type(s), and customer name.
  - Provide related copies of licenses and certifications to perform such work.
  - Ability to provide an opportunity to City Staff to meet with the body company and see examples of the type of vehicle being requested prior to Contract Award.
- C4. 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 coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of 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. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or 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 retention 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 therefore, 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.

#### **D) Bid Requirements and Information**

There is a **mandatory** bid conference on **November 14, 2024 at 11:00AM**. The pre-bid conference will held online via Zoom. Meeting ID: 779 722 8262

Invite Link <https://us06web.zoom.us/j/7797228262?omn=83478415615>  
<https://us06web.zoom.us/j/7797228262?omn=83478415615>

Any requests for information concerning this RFP must be submitted in writing, and any substantive replies will be issued as a written addendum and emailed to those who submit written questions or request a copy of the addendum. All questions must be submitted by **November 18, 2024 at 12:00PM**. Any written addendum to this RFP will be posted and emailed as prescribed above no later than **November 21, 2024 at 5:00PM**.

All questions shall be directed to Elizabeth Hernandez, Administrative Management Analyst at [ehernandez@cityofgardena.org](mailto:ehernandez@cityofgardena.org).

#### **E) Contract Award**

Based on bids received in response to this RFP, an array of factors may be used in selecting the CONTRACTOR. This RFP does not in any way limit the City of Gardena's right to solicit contracts for similar or identical services, if, in the City of Gardena's sole and absolute discretion, it determines bids received are inadequate to satisfy its needs.

#### **F) Submission Requirements**

##### **1. Time and Place for Submission of Bids**

Bids must be received by **12:00PM, PST, on December 3, 2024 via Planet Bids**.

Bids that are submitted by fax, email or hard copy will not be accepted. Late submissions will not be considered.

Proposals shall be prepared in such a way to provide straightforward, concise delineation of capabilities to satisfy the requirements of this RFP.

Costs for developing proposals are entirely the responsibility of the proposer and shall not be chargeable to the City of Gardena.

Proposals become the property of the City of Gardena and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. City of Gardena reserves the right to make use of any information or ideas contained in proposal.

## **2. Proposal Format**

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below.

### **1. Cover Letter**

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should also include a brief summary of proposer's (and subcontractors) qualifications and the proposer's willingness to enter into a contract with the City of Gardena. The letter should be signed by an individual who can bring the proposer contractually.

Proposer must notify City of Gardena in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. City of Gardena shall have sole discretion to disclose or not disclose such material subject to any protective order which proposer may obtain.

### **2. Table of Contents**

The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

### **3. Exceptions**

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, proposer must expressly state that no exceptions are taken.

### **4. Experience**

This section shall contain the responses to the minimum proposer qualifications included in Section C of the RFP, general overview of the proposer's qualifications, and shall include, but not be limited to the following information:

- Proposer Company Name, Address, Telephone Number, Email, Authorized Representatives and Contact for the RFP

- Proposer shall identify the number of years experience in providing specialty vehicles for design and build, ideally for law enforcement and similar in scope, to this RFP.
- Identification of any subcontractors for the execution of this contract, contact information for that subcontractor, company's years in business, address, and experience in the areas that will be relevant to this RFP.
- Proposer References: Please provide three (3) client references for which the proposer has provided similar services. References shall include the date and description of services, organization's name, contact person, title, email and phone number.

5. Quality of Solution Proposed

Proposer shall provide a detailed description of the approach or plan to be used in response to Attachment A: Scope of Work. The prepared plan should demonstrate an overall understanding of the work to be performed. Pictures, schematics, brochures are allowed.

6. Cost

Proposer is expected to quote a firm fixed-price for the requirements in Attachment A: Scope of Work. All costs associated with the service of this contract must be identified, including warranty, delivery, etc.

## **Attachment A: Scope of Work**

The Scope of Work that follows is to be used as a general guide and is not intended to be a complete list of all necessary aspects of the MIRV. The Gardena Police Department's Special Weapons and Tactics Team (SWAT) is tasked with handling all tactical incidents within the City. This MIRV will be utilized by the SWAT team and must be able to reach all cities within mutual-aid support agreements (South Bay area), as well as training destinations. Therefore, this vehicle must be able to function in compressed urban areas requiring capabilities such as tight turning radius.

### **1. Project Goals**

The City of Gardena seeks proposals from vendors to design and build a police vehicle in accordance with the requirements and specifications contained in this RFP. This contract will encompass the build, outfitting, delivery and training on the operation of the vehicle. Warranty options shall also be included in the firm fixed price proposal.

### **2. Scope of Work**

#### **2.1 Coordination of Activities**

Proposer must coordinate all activities under a resultant contract award with City of Gardena Police Department Staff.

#### **2.2 Location of Work**

The vehicle design and build will be done at the Proposer's site. Training on the vehicle can be done at the Gardena Police Department. Training will be conducted on the operation of the delivered vehicle following build completion. Cost of training provided by the proposer should be included in the original cost breakdown.

#### **2.3 Delivery Process**

Proposer must be capable of delivering the vehicle to the Gardena Police Department, located at 1718 West 162<sup>nd</sup> Street, Gardena, California 90247. Cost for delivery should be included in the cost breakdown.

#### **2.4 Service and Warranty Technicians**

It is the expectation of the City that proposer will have available certified technicians capable of performing warranty work or service on the vehicle, as needed. Proposer must identify the process warranty work is to be scheduled and performed.

#### **2.5 Acceptance of Completed Work**

The City will determine if the completed build is satisfactory before taking delivery of the vehicle. If the completed build does not meet the requirements detailed in this RFP, proposer must take whatever remedial action is necessary to meet the requirements. All remedial work shall be done at proposer's expense.

#### **2.6 Warranty Requirements**

Proposer must provide a three (3) year bumper-to-bumper warranty on chassis, three (3) year manufacturer's parts warranty, and a minimum three (3) year warranty on the body. Such warranties shall be effective upon delivery and acceptance of the vehicle by City. Specifically,

- All parts, equipment, and other materials and workmanship furnished by the proposer shall include the manufacturer's warranty for replacement.
- Proposer agrees to guarantee all work performed.



- Proposer further agrees to replace all components which fail or do not perform according to the manufacturer's specifications during the warranty period.
- Proposer agrees to redo all work which fails or causes a failure or does not perform according to the City's specifications during the warranty period, at no cost to the City.
- Warranty repairs on the vehicle (and body) requiring the vehicle be returned to the Proposer or Parts Manufacturer may require transportation costs. Those costs shall be covered by the Proposer or Parts Manufacturer.

## 2.7 Costs

Proposer(s) shall specify cost of each vehicle option.

## 2.8 Vehicle Specifications and Requirements

### Chassis Specifications:

- Model: Ford F650
- Model Year: New
- Engine Type: 7.3L Gas
- Transmission: Automatic
- Color: White

### Body Specifications:

- Dry Freight Van Body 22 Ft
- Color: White
- Sliding glass window pass through to cab from rear slide door with window
- Skirt to dress bottom of vehicle
- Granny attic with two (2) 110V gang outlets for charging, plugging in equipment
- Minimum 8 feet headroom inside body
- Storage for 20 vests
- Weapon storage for twenty (20) AR platform rifles
- Storage for four (4) larger shields (4' x 4')
- Additional storage outside for additional tools and equipment, such as rams
- 7 kW generator to be mounted in a manufactured toolbox in or under the storage area of the vehicle
- Non-Slip Flooring
- HVAC systems, 13,500 BTU, with heat strips for the equipment area
- LED red/white lights in the equipment room
- Should be built to withstand a substantial amount of weight in the body

### Vehicle Exterior

- White Exterior
- Emergency Lights
  - Red/Blue LEDs front, rear, and two (2) on each side (one (1) towards front center and one (1) towards rear)
  - Bright White Lights of the same size installed by the side lights, siren, and PA system

### Optional Upfits

- Electrical wiring and outlets (Curbside) on the outside of the body. The purpose is to have power capability for CNT and Drone equipment.
- Mounts on outside of vehicle body (Curbside) for mounting monitors.

## **Attachment B: Sample Contract**

### AGREEMENT BETWEEN THE CITY OF GARDENA AND

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This contract, hereinafter referred to as Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between THE CITY OF GARDENA (“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.

- A. Whereas, City requires the services of a professional to provide design, manufacture, and outfit a Major Incidence Response Vehicle (MIRV); 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.

2. Services.

A. 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”).

B. The Services shall be performed in accordance with the Project Schedule set forth in **Exhibit B**. Consultant shall not be liable for any failure or delay in furnishing proposed Services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant’s reasonable control.

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 amount agreed upon in writing by the Parties. 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. 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 as set forth in **Exhibit A**. City, in its sole discretion, may extend the time for performance of any Service.

6. Compensation. Compensation for the Services shall be billed as set forth in **Exhibit 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, unless otherwise noted.

7. Term of Agreement/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.

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 ten 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.

8. Agreement Administrator. For purposes of this Agreement, City designates Chief Mike

Saffell or designee as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by Agreement Administrator. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Agreement Administrator. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Agreement Administrator 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- Term of Agreement/Termination. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order 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.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. 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.

10. 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.

11. Successors and 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, 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.

13. Key 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 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.

14. 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.

15. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant 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 Consultant accepts such responsibility in writing.

16. Nonuse of Intellectual Property of Third Parties. Consultant 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 Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

17. 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 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 of this Agreement.

18. Confidentiality Clause. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or

otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

19. Legal Requirements.

A. Consultant 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.

B. 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.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

20. Conflict of Interest and Reporting.

A. 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.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

21. 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.

22. Insurance.

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 coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of 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. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy with coverage at least as broad as Insurance Services Office form CA 0001, 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. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.



4. Worker's Compensation and Employer's 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.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and Consultant shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or 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 retention 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 therefore, 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.

23. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. 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.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

24. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

25. 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.

26. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:  
1700 West 162nd Street  
Gardena, California 90247-3732  
Attn:  
Title  
Email: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_

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

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

27. 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.

28. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

29. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

30. Electronic Signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate

this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. Joint Drafting. 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.

32. 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 7920.000 *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 7924.510, 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.

33. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

34. 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.

35. Section Headings. The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

36. 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. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper

and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

**“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