

REQUEST FOR PROPOSAL #24-FSTO
REGIONAL TRAINING GROUP (RTG) FIRE SERVICE
TRAINING OFFICER
FOR MONTEREY PARK FIRE DEPARTMENT
LOS ANGELES COUNTY
STATE OF CALIFORNIA



By:
Martha Garcia, Management Services Director
City of Monterey Park
320 West Newmark Ave.
Monterey Park, CA 91754
(626) 307-1349
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Principal Management Analyst:
Rebecca Bojorquez
City of Monterey Park c/o Fire Dept.
320 West Newmark Ave.
Monterey Park, CA 91754
(626) 307-1272
Email: rbojorquez@montereypark.ca.gov

INSTRUCTIONS TO BIDDERS

Buyer: Rebecca Bojorquez

Email: rbojorquez@montereypark.ca.gov

Visit our Website: <https://www.montereypark.ca.gov/>

RFP: 24-FSTO

Telephone: (626) 307-1272

City of Monterey Park REQUEST FOR PROPOSAL #XX

REGIONAL TRAINING GROUP (RTG) FIRE SERVICE TRAINING OFFICER

SPECIFICATIONS

1.0 PURPOSE/INTRODUCTION

The City of Monterey Park Purchasing Division, on behalf of the Fire Department, is seeking proposals from qualified parties interested in providing the services of "Regional Training Group (RTG) Fire Service Training Officer" to the Los Angeles Area Fire Chiefs Association (LAAFCA). This is a full-time grant funded position made possible by a Federal Homeland Security Grant and is subject to specific grant reporting guidelines. The City of Monterey Park is hosting all aspects of the procurement and contract management process on behalf of LAAFCA.

2.0 SCOPE OF WORK TO BE PERFORMED

The RTG Fire Service Training Officer is a civilian contracted position and will work with and be directly subordinate to the LAAFCA/RTG Executive Director. The successful candidate will develop, direct, and execute strategies to ensure effective delivery of training to and for Los Angeles area fire service agencies and stakeholders. The consultant will serve as the RTG Fire Service Regional Training Officer and will assist, support, and further develop the training and response readiness of Los Angeles area fire agencies for incidents of national significance including, but not limited to: acts of terrorism, natural disasters, public health threats and other large-scale incidents that pose a threat to public or first-responder safety. The person in this position will perform detailed and comprehensive research, collaborate on, develop, and disseminate periodic and regular finished reports, advisories, bulletins, presentations, and briefings for executive and other fire service audiences on relevant fire service issues.

It is envisioned this position's responsibilities will be performed by one individual, if the proposal is proposed as a shared responsibility, please indicate how the scope of work's responsibilities will be accomplished and delineate responsibilities.

3.0 MANDATORY QUALIFICATIONS OF THE RTG FIRE SERVICE TRAINING OFFICER

Required Qualifications:

- High School Diploma or GED equivalent – required.

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Desired Qualifications:

- Associate degree in Fire Science, EMS, Public Administration or other related field as approved by the RTG selection committee (Note: Bachelor's Degree will supersede this requirement).
- Bachelor's degree in Fire Science, EMS, Public Administration, or another related field is highly desirable.
- Two years of progressively responsible fire service experience is highly desirable.
- An equivalent combination of education and progressive, relevant, and direct experience may be considered in lieu of educational/experience requirements indicated above.
- Possesses the ability to collaborate with positive effects to build professional relationships with stakeholders, partners, and auxiliary organizations.
- Understanding of principles of budget preparation, management, and control.
- An understanding of hazardous materials and/or Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) related programs.
- An understanding of Urban Search and Rescue (USAR) related programs.
- Familiarity with Microsoft Office Suite.

The awarded consultant will function as an independent contractor and will be responsible for providing his/her own insurance, business license, transportation, technology, and support functions. This includes tasks such as management of workflow, document preparation, report writing, creating spreadsheets, tracking work, scheduling, and other essential functions. Consultant shall include costs for any such administrative support as a part of their proposals.

The awarded consultant shall agree to submit regular and timely invoices. Invoices shall include functional time sheets indicating the total daily hours dedicated to each task and a brief description of each task performed by the Fire Service Regional Training Officer and any administrative support personnel, as applicable.

4.0 PROPOSAL FORMAT GUIDELINES

Interested entities or consultants are to provide the City of Monterey Park Fire Department with a thorough proposal using the following guidelines:

- A. Identify the submitting organization;
- B. Identify the name, title, telephone number, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- C. Identify the name, title, telephone number, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- D. Identify the names, titles, telephone number, and e-mail addresses of persons to be contacted for clarification;
- E. Be signed by the person authorized to contractually obligate the organization;
- F. Acknowledge receipt of any and all amendments to this RFP.

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Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer. Proposals, which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

Proposals must be typed uniformly on letter size (8 ½” x 11”) sheets of white paper, single sided or double sided, each section clearly titled, with index dividers labeled Tabs A – F, and each page clearly and consecutively numbered. Binder capacity should be a minimum of 2” (two inches) to allow for ease of referencing various sections. (Small binders that are overstuffed or difficult to open may count against the bidder). Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, “See Enclosed Manual” will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.

The following proposal sections are to be included in the Proposer’s response:

a) Proposer Background information

A signed letter of transmittal briefly stating the candidate’s understanding of the work to be completed and the commitment to perform the work, as well as a statement of why the candidate believes they are the best qualified person for this position. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

b) Qualifications of Individual

Provide all information as stated in Section 3 “Mandatory Qualifications of the RTG Fire Service Training Officer” of this RFP. Provide a brief summary of your company’s / consultant history, its capabilities, and its recent relevant experience (last five years). Also, describe your demonstrated experience with similar projects and qualifications including professional licenses and certifications.

c) References

The proposal shall list and describe the individual’s qualifications for facilitating the scope of work, including three (3) or more references from clients for whom individual performed similar services in the last five (5) years. Information provided shall include:

- i. Reference Name
- ii. Project Description
- iii. Project start and end dates
- iv. Cost/Amount of contract
- v. Reference name, telephone number and e-mail address

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- d) Fee Proposal and cost estimates in a separate sealed envelope. The bid should contain all pricing information relative to performing the duties as described in this RFP. The total all-inclusive maximum price to be proposed is to contain direct and indirect costs including estimated out-of-pocket expenses.
- f) Acknowledgement of Insurance Requirements - Exhibit B: Insurance Requirements, must be signed and included in bid proposal packet.

5.0 **BIDDER INFORMATION**

Complete, sign and submit the RFP Bidder Information attached hereto as Exhibit A. Failure to complete and/or submit these forms may cause rejection of your proposal. All proposals must be contained within these forms.

6.0 **SELECTION CRITERIA AND EVALUATION PROCESS**

The individual will be selected based on professional qualifications necessary for the satisfactory performance of the services required and demonstrated competence that includes a proven track record of performing intelligence gathering. The skill and ability of the individual performing the services is a key component of the selection criteria. Cost will be only one factor in determining the selection, and as such, the contract might not be awarded to the lowest responsible Bidder.

The City will undertake the following evaluation process:

- a) The City will review and evaluate all submitted documents received in response to the RFP.
- b) After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to select a proposal without conducting interviews.
- c) If a commitment is made, it will be to the most qualified respondent with whom the City is able to successfully negotiate the compensation and terms and conditions of any and all agreements.
- d) Final selection of RTG Regional Training Officer, terms and conditions of any and all agreements, and authority to proceed with this position, shall be at the sole discretion of the Los Angeles Area Fire Chiefs Association.

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- e) Exhibit C is the City's standard consulting services agreement. Consultants interested in proposing on this RFP should be prepared to enter into the agreement under the standard terms and conditions should be able to provide the required insurance. If the City is unable to negotiate a satisfactory agreement, with terms and conditions the City determines to be fair and reasonable, the City may then commence negotiations with the next most qualified individual in sequence, until an agreement is reached or determination is made to reject all submittals.

7.0 **CONTRACTED EXTENSION TO OTHER CITIES/AGENCIES**

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of Monterey Park, and by mutual agreement by the City and the vendor. The City does not warrant any additional use of the contract by such agencies. All requirements of the specifications, purchase orders, invoices and payments with other agencies will be directly handled by the successful Bidder and the piggybacking agency.

8.0 **CONFIDENTIALITY**

The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement between the CITY and Los Angeles Area Fire Chiefs Association (LAAFCA). The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; CITY information or data which is not subject to public disclosure; CITY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

Subsequent to the CITY's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the CITY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The CITY shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Consultant agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

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9.0 PROFESSIONAL SERVICES AGREEMENT

The standard form of the City's professional services agreement is attached hereto as Exhibit C. The selected Contractor will be required to enter into this Agreement. By submitting a proposal, Contractor certifies to the City that he/she has reviewed the Specifications of the RFP and the terms of the agreement, its insurance requirements have incorporated all direct and indirect costs of complying with the scope of work and the agreement into the Proposal.

Also, the selected Contractor must be Live Scanned (fingerprinted) before execution of an official agreement by the City of Monterey Park Police Department at the Contractor's expense.

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1. Notifications: All Request For Proposal (RFP) related information will be posted to the Monterey Park website: <https://www.montereypark.ca.gov/bids.aspx>.
2. Format: Proposal format will be in alignment with Section 4, "Proposal Format Guidelines" when submitting bids.
3. Proposal Submission: All proposals shall be submitted according to specifications set forth in this RFP. Failure to adhere to these specifications may be cause for rejection of proposal. The City will not reimburse Contractors for any costs involved in the preparation and submission of proposals. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.
4. Signature. An authorized representative of the bidder MUST provide wet signature on all proposals.
5. Due Date. The proposer must submit Three (3) complete copies of the proposal in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words **March 18, 2024**, and should be directed to:

City of Monterey Park
Attn: City Clerk's Office
320 W. Newmark Ave.
Monterey Park, CA 91754

6. Disposition of Proposals: The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal shall be retained for City files. Additional copies and materials can be returned only if requested and at the bidder's expense.
7. Prices/Notations: The Fee Proposal shall be submitted in a separate sealed envelope.
8. Currency: All references to dollar amounts in this solicitation and in vendor's response refer to United States currency.
9. Subcontractors: The Bidder must list any subcontractor that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.
10. Non-Discrimination Requirement:
By submitting a proposal, the Consultant represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.
11. Proposal Rejection: The City may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Monterey Park.
12. Contract/Award: The contract, if awarded, shall be awarded to the lowest responsive and responsible bidder. The lowest bid shall be the lowest total of the bid prices quoted on the Bid Schedule. A responsible bidder is a bidder determined by the awarding authority:
 - (1) To have the ability, capacity, experience and skill to perform the work, or provide the goods and/or services in accordance with the bid specifications;
 - (2) To have the ability to perform the contract within the time specified;
 - (3) To have the equipment, facilities and resources of such capacity and location to enable the bidder to perform the contract;
 - (4) To have the ability to provide, as required, future maintenance, repair, parts and service for the use of goods purchased;
 - (5) To have a record of satisfactory or better performance under prior contracts with the city or others; and

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- (6) To have complied with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the bidder.
13. Period of Firm Pricing: Unless stated otherwise, prices shall be firm for 120 days after the RFP closing date. If the City is required to negotiate beyond the 120-day period the City may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
 14. Method of Award: The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous. The City recognizes that prices are only one of several criteria used in judging an offer and the City is not legally bound to accept the lowest offer. The City also reserves the right to make no award.
 15. Other Terms and Conditions: The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein.
 16. Return of Bid/Closing Date/Return to: The bid response shall be delivered to the City of Monterey Park on behalf of the Monterey Park Fire Department, located at **City Clerk's Office, 320 W. Newmark Ave., Monterey Park, CA 91754** by **11:00 a.m. PST** on **March 18, 2024**. Bid responses not received by City Purchasing by the closing date and time indicated above will not be accepted and the Proposer will be deemed as disqualified. The closing date and time and the R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany Bidder(s) response. The City will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
 17. Records Retention/Auditing: The Contractor agrees that City of Monterey Park or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records.

PROPOSER TO READ

I have read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

Company or Individual

Address

Name

Signature

Title of Person Signing Bid

Contact number

IMPORTANT TIMELINES

TIMELINE	DATES
RELEASE OF REQUEST FOR PROPOSAL	Wednesday, 2/21/2024
MANDATORY PRE-BID/PROPOSAL MEETING	N/A
<p style="text-align: center;">DEADLINE FOR SUBMISSION OF QUESTIONS</p> <p>Bidders must submit their questions to Rebecca Bojorquez via email at: rbojorquez@montereypark.ca.gov</p>	<p style="text-align: center;">Must be received in writing by: Wednesday, 2/28/2024 by 5:00 p.m.</p> <p style="text-align: center;">Responses to questions will be posted no later than 5:00 p.m. on 03/5/24 on the City's website https://www.montereypark.ca.gov/bids.aspx</p>
<p style="text-align: center;">BID/PROPOSAL RESPONSES DUE</p> <p style="text-align: center;">ALL PROPOSALS MUST BE DELIVERED TO: City of Monterey Park City Clerk's Office 320 West Newmark Ave. Monterey Park, CA 91754 Note: RFP #24-FSTO Vendor's Name</p>	<p>On or before: Monday, 3/18/2024 Time: <u>11:00 a.m.</u></p>
<p style="text-align: center;">CANDIDATE INTERVIEWS</p> <p>Qualified candidates will be asked to participate in a virtual interview.</p>	March 21, 2024
<p style="text-align: center;">TENTATIVE DATE FOR AWARDING RFP Approximately 30 to 120 days after the RFP closes.</p>	<p>The Bidders are responsible for checking the City's website for notice of intent to award at https://www.montereypark.ca.gov/bids.aspx</p>

INQUIRIES:

All inquiries must be submitted on or before the last day for questions. Please refer to THE ABOVE Timeline/Dates for the particular date. Inquiries must reference the section number and title from the RFP. Bidders must submit their questions VIA email RBojorquez@montereypark.ca.gov. All responses to Bidders questions will be posted online at <https://www.montereypark.ca.gov/bids.aspx>. Inquiries must be in written format with the RFP bid number, to the attention of the Purchasing agent.

EXHIBIT A BIDDER INFORMATION

SECTION 3: REQUEST FOR QUOTATION/PROPOSAL AND BIDDER REQUIRED INFORMATION.

Bidder Company: _____

Date: _____

Bidder Information

Provide the information requested below or indicate "not applicable," if appropriate.

A. Name and Address of Bidder _____

A/P Remit To: if different _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

Email: _____

Email: _____

Website Address: _____

Verify W-9 is attached. Yes No

B. Bidder is a:

California Corporation

Limited Liability Partnership
List names of General partners and state which partners are managing partner(s): _____

Corporation organized under the laws of the State of: _____

With head offices located at: _____ and offices in California located at: _____

Limited Liability Company
List managing member(s): _____

Sole Proprietorship: _____ Proprietor

Partnership

Other: Attach Addendum and with explanatory details

C. Have you (or your company) previously worked for the City of Monterey Park? Yes / No
If yes, please provide information on additional sheets.

D. If required Contractor's license number & type: _____

E. The Bidder represents that it has not retained a person to solicit or secure a City contract (upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee) except for retention of bona fide employee or bona fide established commercial selling agencies for the purpose of securing business.

F. During the Quotation process there may be changes to the Quotation documents, which would require an issuance of an addendum or addenda. City disclaims any and all liability for loss, or damage to any Bidder who does not receive any addendum issued by City in connection with this RFP. Any Bidder in submitting a Quotation/Proposal is deemed to waive any and all claims and demands Bidder may have against City on account of the failure of delivery of any such addendum to Bidder. Any and all addenda issued by City shall be deemed included in this RFP and the provisions and instructions therein contained shall be incorporated to any Quotation submitted by Bidder.

G. The firm and individuals listed below, certify that: they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

Signature

Printed Name/Title of Signer

EXHIBIT B

INSURANCE REQUIREMENTS
[must be submitted with project proposal]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional liability:	\$1,000,000
Business automobile liability:	\$1,000,000
Workers compensation:	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date

Bidder

EXHIBIT C

AGREEMENT NO. [Click here to enter text.](#)
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
[Consultant name](#)
FOR [Click here to enter text.](#)

THIS AGREEMENT is entered into this [Click here to enter text.](#) day of [Click here to enter text.](#) 20[Click here to enter text.](#), by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and [Consultant name](#), a type of organization, e.g., corporation, and state of incorporation ("CONSULTANT").

1. **CONSIDERATION.**

As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

A. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed [Click here to enter text.](#) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "[Click here to enter text.](#)," which is incorporated by reference.

2. **SCOPE OF SERVICES.**

CONSULTANT will perform services listed in the attached Exhibit "[Click here to enter text.](#)," which is incorporated by reference.

CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PERFORMANCE STANDARDS.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

EXHIBIT C

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit “[Click here to enter text.](#)”) the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK.**

CITY’s city manager (“Manager”) may determine, at the Manager’s sole discretion, that CONSULTANT must perform additional work (“Additional Work”) to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.

If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.

Payments over \$[Click here to enter text.](#) for Additional Work must be approved by CITY’s city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. **FAMILIARITY WITH WORK.**

By executing this Agreement, CONSULTANT agrees that it has:

Carefully investigated and considered the scope of services to be performed;

Carefully considered how the services should be performed; and

Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT’s own risk until written instructions are received from CITY.

EXHIBIT C

8. **TERM.** The term of this Agreement will be from [Click here to enter a date.](#) to [Click here to enter a date.](#) Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

Completion of the work specified in Exhibit "[Click here to enter text.](#)";

Termination as stated in Section 1.

9. **TIME FOR PERFORMANCE.**

CONSULTANT will not perform any work under this Agreement until:

CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and

CITY gives CONSULTANT a written notice to proceed.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

List exhibits with scope of work first; budget second; and proposal last (all if applicable)

12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

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15. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **TERMINATION.**

Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.

CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.

Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.

Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

18. **PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display

EXHIBIT C

information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

Indemnification for Professional Services. CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 1, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

21. **INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it

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performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. **AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. **INSURANCE.**

Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability:	\$1,000,000
Business automobile liability:	\$1,000,000
Workers compensation:	Statutory requirement

Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such

EXHIBIT C

insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 1.

Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the Assistant City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

24. **USE OF SUBCONTRACTORS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. **INCIDENTAL TASKS.** CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

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If to CONSULTANT:

Attention: [Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
phone
email

If to CITY:

Attention: [Click here to enter text.](#)
City of Monterey Park
[Click here to enter text.](#)
[Click here to enter text.](#)
phone
email

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. **CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. **SOLICITATION.** CONSULTANT warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

30. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

31. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are [Click here to enter text.](#) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the

EXHIBIT C

extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's Manager, or designee, may execute any such amendment on behalf of CITY.

36. **ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF MONTEREY PARK

Consultant name

Inez Alvarez, City Manager

Click here to enter text.

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ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

Taxpayer ID No. enter no.

Doc enter no.