



REQUEST FOR PROPOSALS

FOR

COMMUNITY HAZARD AND RISK ASSESSMENT,  
STANDARDS OF COVER STUDY, AND STATION LOCATION

RFP NO. R200755

RFP ISSUE DATE: JULY 16, 2019

**PROPOSAL DUE DATE AND TIME:  
September 3, 2019 by 3:00 P.M. PACIFIC TIME**

TO

FIRE DEPARTMENT  
ATTN: JUAN DIAZ, FIRE CHIEF  
1000 VILLA STREET  
MOUNTAIN VIEW, CA 94041

**FOR QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS,  
CONTACT THE POINT OF CONTACT (POC):**

AMANDA SLOVICK, ANALYST II  
650-903-6851  
[amanda.slovick@mountainview.gov](mailto:amanda.slovick@mountainview.gov)

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## I. BACKGROUND

A. The City of Mountain View (City), incorporated in 1902, is a full-service charter city with a City Council/City Manager form of government and over 600 employees representing 12 departments. It is a municipal corporation of the State, located in Santa Clara County, California. The City is just over 12 square miles with a population of approximately 82,000 and has a General Operating Fund budget for Fiscal Year 2019-20 of approximately \$136 million.

### B. PROJECT OVERVIEW

The City has a professional Fire Department with 70 Suppression Members and 87 total personnel. The Department has been awarded a Class 1 Public Protection Classification rating by the Insurance Services Office (ISO) and is an approved State EMT Certifying Authority. Additionally, the City is an ALS and BLS Provider.

The City is seeking proposals from qualified consulting firms to conduct a Community Hazard and Risk Assessment, Standards of Cover Study, Station Location, Fire and Environmental Protection Division Workload, Environmental Protection, Housing Inspection, and Deployment of Fire Resources based on future growth of the North Bayshore Area and the East Whisman Precise Plan.

The City is home to many high-technology companies and various small businesses. The rebound in the economy has driven great growth in the City. Many development projects are currently either in development or in the advanced stages of planning. Since 2014, 4,400 new units have been built, and 3,400 units are currently under review. North Bayshore has 9,850 new housing units being proposed, and East Whisman has 5,000 new housing units being proposed. This development has changed the risk profile of the City from two-story-dominated concrete tilt-up structures to multi-story midrise development projects. These projects include high-density residential over commercial developments. This level of development has significantly impacted traffic volume and flow throughout the City. This impact will continue to compound as development continues.

## II. SCOPE OF SERVICES

The City seeks a qualified consultant to develop and present a Community Hazard and Risk Assessment, Standards of Cover Study, Station Location, Fire and Environmental Protection Division Workload, Environmental Protection, Housing

Inspection, and Deployment of Fire Resources. As such, the selected Consultant shall:

- A. Produce a study that is fully compliant with industry Best Practices in the field of deployment analysis based on nationally recognized guidelines and criteria, including recognized National Fire Protection Association (NFPA) standards, ISO schedules, any Federal and State mandates relative to emergency services, and generally accepted practices within emergency services. All methodology used in this Standard of Cover analysis of the Department will closely follow the methodology described in the "Standards of Response Coverage, 5th Edition" (or the more current version if one has been released) published by the Commission on Fire Accreditation International (CFAI).
- B. Meet with appropriate Fire Department and Finance and Administrative Services Department staff to refine the projected scope, purpose, uses, and goals of the comprehensive study to ensure that it will be both accurate and appropriate to the Department's needs.
- C. Conduct interviews and meetings with staff as needed to gain an understanding of the Department's processes and operations as related to Fire Department service delivery.
- D. Conduct interviews and meetings with other City staff as needed to gain an understanding of the future City growth and traffic impacts as related to Fire Department service delivery.
- E. Create and regularly review the project timeline with the appropriate staff throughout the project life. Consultant shall meet the agreed-upon timeline.
- F. Prepare a report for the City that identifies the overall evaluation, conclusions, and recommendations of the study. Provide an agreed-upon number of publication-quality bound, final versions of the written report. Additionally, an electronic copy shall be provided.
- G. Provide a formal presentation of the project report by the Consultant team member(s) to staff, elected officials, and or the general public. Copies of all presentation materials, graphics, and written materials as well as electronic copies shall be provided to the City.

### III. RFP PROCESS

#### A. INVITATION TO RESPOND

The City invites qualified Proposers to provide proposals for the development and presentation of a Community Hazard and Risk Assessment, Standards of Cover Study, Station Location, Fire and Environmental Protection Division Workload, and Deployment of Fire Resources and Prevention Personnel. See Scope of Services, Section II, for detailed requirements. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this RFP.

#### B. ISSUING OFFICE

The Fire Department is the department issuing this RFP. Proposers who do not notify the Point of Contact (POC) with this information when contacting the City assume complete responsibility in the event that they do not receive communications prior to the closing date.

#### C. QUESTIONS. Please e-mail the POC if there are any questions regarding the RFP solicitation and process. Respondents and individuals associated with their firm shall not contact City employees, their Contractors, or elected City officials outside of the process identified.

1. Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Please e-mail any requests for clarification or additional information to the POC by the date listed in the RFP Schedule. Requests should contain the following: "Questions: Community Hazard and Risk Assessment, Standards of Cover Study, and Station Location RFP" in the subject line. It is incumbent upon Proposers to verify City receipt of their questions.
2. All questions will be answered in writing. Both questions and answers will be distributed, without identification, to all Proposers who are on record with the City as having received this RFP via an addendum. No oral communications can be relied upon for this RFP.
3. To the extent that a question causes a change to any part of this RFP, an addendum will be issued addressing such changes.

D. PROPOSED SCHEDULE

The following table outlines the City’s proposed schedule of major activities related to the RFP distribution, proposal submission, evaluation, and selection processes. All times referenced are in Pacific Time. The City reserves the right to amend the schedule as necessary.

	<u>Date</u>
1. RFP issued to prospective Proposers	July 16, 2019
2. Optional preproposal conference	July 30, 2019 1:30 p.m. 1000 Villa Street Conference Room
3. Last date for submission of written questions	August 6, 2019
4. City response/addenda provided	August 15, 2019
5. <b>Proposal submission deadline</b>	<b>September 3, 2019 by 3:00 p.m.</b>
6. Evaluation of proposals	September 10-12, 2019
7. Potential interviews with Proposers	September 18-19, 2019
8. Contract award date	October 4, 2019

E. PREPROPOSAL CONFERENCE

An optional preproposal conference will be held at 1:30 p.m. on Tuesday, July 30, 2019 at 1000 Villa Street, Mountain View, California, 94041, in the Conference Room. Virtual conference options via Skype are also available.

F. CLARIFICATIONS

The City reserves the right to obtain clarification of any point in a Proposer’s submittal or to obtain additional information necessary to properly evaluate a particular response. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the Proposer’s proposal.

## G. SUBMISSION OF PROPOSALS

1. Proposals shall be:
  - a. Submitted in the format set forth herein;
  - b. Made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address);
  - c. Cover Page of this RFP signed by a person duly authorized to submit a proposal to this RFP solicitation;
  - d. Submitted in envelopes clearly marked with the assigned RFP title and closing date/time referenced on the outside of the envelope (lower left corner);
  - e. Addressed to the POC, as identified on the Cover Page of this RFP; and
  - f. Proposers must submit one (1) original and three (3) copies of their proposal. Attachments shall be provided in the same manner. In addition, one (1) electronic copy of Proposer's entire proposal is required on a USB flash drive labeled with Proposer's name.
  
2. Proposal Format:
  - a. Section 1 – Completed Cover Page (Attachment A).
  - b. Section 2 – Executive Summary, including highlights, key features, and distinguishing points of the proposal.
  - c. Section 3 – Firm Profile, including organization structure, financial stability, lawsuits, and pending litigation for previous five (5) years, firm capacity, and resources.
  - d. Section 4 – Firm Qualifications, including brief description of similar projects undertaken within the past five (5) years, summary of work performed, total project cost, and time period. Include a brief statement of firm's adherence to schedule and budget for the referenced project. Identify the Project Manager and the project team. Include a summary resumé of each member with proposal.

- e. Section 5—Work Plan, including staffing and schedule. Provide a well-conceived service plan establishing understanding of City’s requirements and Proposer’s ability to satisfy the requirements, schedule, customer service component, and approach in providing the services. Proposers may also suggest technical, procedural innovations, or new concepts that have been used successfully on other engagements and which may provide the City with better service delivery. Proposals should outline the following details:
- Work Plan and Timeline with key deliverables, including business process reviews, tasks, and activities.
  - Proposed project management services, including role of the Project Manager, on-site presence, and proposed quality assurance procedures.
  - Proposed staff assigned to project with key roles, their qualifications and responsibilities, and approximate dedication of each resource and approximate time work will be completed on-site versus off-site.
  - Explain roles and responsibilities the City is expected to provide.
  - Provide a sample project plan.
  - Include a training program and describe how on-site training will be provide to staff and if any training will be done remotely.
- f. Section 6—Proposal Costs, on form provided (Attachment B). Include the proposed costs to provide the services desired as well as any other cost and price information with a not-to-exceed amount. The City does not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits.

All travel time, mileage, and per diem shall be included in the submitted proposal price. No additional reimbursements for travel, food, or other expenses shall be made by the City.



- g. Section 7—References, minimum of three (3) from projects of similar scope, preferably from public agencies on form provided (Attachment C).
- h. Section 8—Discuss any exceptions or requested changes to the RFP requirements and conditions. If no exceptions are noted, it is assumed the Proposer will accept all conditions and requirements of the RFP.
- i. Section 9—Insurance Certificate, copy of evidence of insurance as requested, per attached sample Contract (Attachment D).

H. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the Cover Page of this RFP in the format set forth herein. There will be no public opening of the proposals. The names of Proposers will not be released until after contract award.

I. LATE SUBMISSIONS

If mailing proposals, please allow sufficient mail delivery time to ensure timely receipt by the issuing office. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of Proposers. Any proposal, modifications to proposals, or request for withdrawal of proposals arriving after the closing date and time are late and will not be considered unless the City determines that accepting the late proposal would be in the best interest of the City, and:

1. If it was transmitted through an electronic commerce method authorized by the solicitation and it was received at the initial point of entry to the City's infrastructure not later than the specified time; or
2. There is acceptable evidence to establish that it was received at the City location designated for receipt of proposals and was under the City's control prior to the time set for receipt of proposals; or
3. It was the only proposal received.

J. ECONOMY OF PREPARATION

Proposers shall prepare each proposal simply and economically, providing a straightforward, concise description of Proposers' offer and capabilities to

satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

K. PROPRIETARY/CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked proprietary or confidential, it will be treated with the confidentiality to the extent permitted by law. However, it is the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information. The City shall incur no liability due to release of information from a proposer labeled "proprietary" or "confidential."

L. PROPOSAL MATERIAL OWNERSHIP

All material submitted regarding and in response to this RFP becomes the property of the City of Mountain View and will only be returned to the Proposer at the City's option. Any person may review proposals after final selection and contract award has been made. The City of Mountain View has the right to use any or all system ideas presented in reply to this request, subject to limitations outlined above in "Proprietary/Confidential Information." Disqualification of a Proposer does not eliminate this right.

M. MULTIPLE/ALTERNATIVE PROPOSALS

Proposers may submit more than one (1) proposal to reflect alternative scope of work, project process, etc. However, only one (1) proposal should be identified as the proposer's "PRIMARY PROPOSAL" and all others should be identified as "ALTERNATIVE PROPOSAL." To facilitate our evaluation process, "ALTERNATIVE PROPOSAL" must follow the same format as "PRIMARY PROPOSAL." Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

N. ACCEPTABILITY OF PROPOSALS

The City shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a proposal. The City shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The City may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature. Determination of acceptability of proposals shall be at the City's sole discretion.

The contents of the response of the successful proposal will become contractual obligations for contract negotiations. Failure of the responder to accept these obligations in a contract may result in cancellation of further negotiations.

O. PROPOSAL EVALUATION AND SELECTION

The City will evaluate proposals and may select one or multiple Proposers to provide the requested services. The contract award will be made to the responsible Proposer(s) whose proposal(s) is (are) determined to provide the overall best value to the City, considering the evaluation criteria, including price. The various qualitative and quantitative criteria that will be used by the evaluation committee to review and rate proposals includes, but is not limited to, the following:

1. Proposer's experience, especially with public agencies, including the experience of staff to be assigned to this project, in engagements of similar scope, and complexity.
2. Work plan or project approach, meeting the RFP requirements.
3. Past performance, litigation, references, customer service.
4. Adherence to the requirement of the RFP/exceptions taken.
5. Proposed timeline.
6. Support offered.
7. Total cost to the City.
8. Any other factors as solely determined by the City to be in the City's best interest.

P. CITY'S RIGHTS

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject any or all proposals submitted in response to this RFP when such action is determined to be advantageous to the City as determined solely by the City. The City also reserves the unilateral right to award a contract in whole or in part; to award a contract to one (1) or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the City may require the Proposer to submit such additional information bearing upon the Proposer's ability to perform the contract as the City deems appropriate. The City may also consider any information otherwise available, including, but not limited to, price, technical proposal, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the responder.

R. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a proposal to this RFP.

S. NEWS RELEASES/ADVERTISING

News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior written approval of the City of Mountain View.

T. CONFIDENTIALITY

Proposer shall instruct its employees and the employees of any subcontractors to keep as confidential information concerning the business of the City, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the City of Mountain View.

U. CONFLICT OF INTEREST

Pursuant to Section 706 of the City of Mountain View Charter, no City officer or employee shall have a financial interest, either directly or indirectly, in any contract, sale, purchase, or lease to which the City is a party.

**IV. AGREEMENT TERMS**

- A. It is anticipated that the resulting agreement will be for a fixed-term contract from September 2019 to October 31, 2019.
- B. The successful Proposer will be required to enter into a contract for services with the City and utilize the City's standard contract (Attachment D). **Please**

**review the attached standard City contract for additional requirements, including Section 9, Business License, and Section 10, Insurance.**

**V. ATTACHMENTS**

**ATTACHMENT A – PROPOSAL COVER PAGE**

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**PROPOSER**

Company: \_\_\_\_\_

Name: \_\_\_\_\_

[PRINT OR TYPE]

Federal Tax I.D. No. \_\_\_\_\_

Street Address: \_\_\_\_\_

Signature\* \_\_\_\_\_

City: \_\_\_\_\_

Title \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

\* *Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement. The signer further understands and agrees that the conditions set forth in the instructions to Proposers, the terms and conditions and the specifications, together with the RFP, its attachments and amendments, proposal, and any other documents submitted in response to the foregoing, shall form a part of and be construed with the contract.*

E-Mail \_\_\_\_\_

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**ADDENDA**

To ensure that all Proposers have received each addendum, please check the appropriate box(es) below. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the proposal:

Addendum number(s) received: 1  2  3

Or,  No addendum/addenda were received

Signature: \_\_\_\_\_

**ATTACHMENT B – PROPOSAL PRICE FORM**

ITEM NO.	DESCRIPTION	FEES
1.		
2.		
3.		
4.		
5.		
6.	Other _____ _____	

Escalation Factor:

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Total Not to Exceed for Contract Term: \$\_\_\_\_\_

Pricing Based on the following:

- Fixed Fee for proposed Scope of Services
- Any additional related expenses included
- Escalation rates for subsequent term of agreement, if any
- A total not-to-exceed cost

**ATTACHMENT C – REFERENCES**

Please provide a minimum of three (3) references where work of a similar size and nature was performed within the past five (5) years for a public agency.

**I. References:**

**Client Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

\_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Date of Project (when was work performed):** \_\_\_\_\_

**Describe what product or service was provided:**

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**Client Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

\_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Date of Project (when was work performed):** \_\_\_\_\_

**Describe what product or service was provided:**

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**Client Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

\_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Date of Project (when was work performed):** \_\_\_\_\_

**Describe what product or service was provided:**

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**ATTACHMENT D – CITY STANDARD CONTRACT**

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW  
AND \_\_\_\_\_ FOR  
CONDUCTING A COMMUNITY HAZARD RISK ASSESSMENT AND  
STANDARDS OF COVER STUDY SERVICES**

This AGREEMENT is dated for identification this \_\_\_\_ day of September 2019, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and \_\_\_\_\_, a \_\_\_\_\_[legal entity – Example: sole proprietorship, partnership, corporation, S corporation, limited liability company, etc., etc.]\_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "CONSULTANT"), (CITY and CONSULTANT hereinafter collectively "Parties" or individually "Party").

**RECITALS**

A. WHEREAS, CITY desires to retain the services of CONSULTANT to conduct a Community Hazard and Risk Assessment, Standards of Cover Study, Station Location, Fire and Environmental Protection Division Workload, and Deployment of Fire Resources based on future growth of the North Bayshore Area and the East Whisman Precise Plans as well as past and current new housing units; and

B. WHEREAS, CONSULTANT is a qualified professional capable of providing the certain professional services which CITY seeks.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY does hereby engage CONSULTANT, and CONSULTANT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONSULTANT shall provide the following services:

CONSULTANT shall develop and present a Community Hazard and Risk Assessment, Standards of Cover Study, Station Location, Fire and Environmental Protection Division Workload, Environmental Protection, Housing Inspection, and Deployment of Fire Resources. As such, CONSULTANT shall:

a. Produce a study that is fully compliant with industry Best Practices in the field of deployment analysis based on nationally recognized guidelines and criteria, including recognized National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, any Federal and State mandates relative to emergency services, and generally accepted practices within emergency services. All methodology used in this Standard of Cover analysis of the Department will closely follow the methodology described in the “Standards of Response Coverage, 5th Edition” (or the more current version if one has been released) published by the Commission on Fire Accreditation International (CFAI).

b. Meet with appropriate Fire Department and Finance and Administrative Services Department staff to refine the projected scope, purpose, uses, and goals of the comprehensive study to ensure that it will be both accurate and appropriate to the Department’s needs.

c. Conduct interviews and meetings with staff as needed to gain an understanding of the Department’s processes and operations as related to Fire Department service delivery.

d. Conduct interviews and meetings with other CITY staff as needed to gain an understanding of the future CITY growth and traffic impacts as related to Fire Department service delivery.

e. Create and regularly review the project timeline with the appropriate staff throughout the project life. Make all attempts to meet the agreed-upon timeline.

f. Prepare a report for CITY that identifies the overall evaluation, conclusions, and recommendations of the study. Provide an agreed-upon number of publication-quality bound, final versions of the written report. Additionally, an electronic copy is to be provided.

g. Provide a formal presentation of the project report by the CONSULTANT team member(s) to staff, elected officials, and or the general public. Copies of all presentation materials, graphics, and written materials as well as electronic copies are to be provided to CITY.

2. **Schedule and Term.** The schedule for performing said services is as follows:

CONSULTANT shall commence work under this Agreement on September \_\_, 2019 and shall complete all work under this Agreement no later than October 31, 2020.

3. **Compensation.** Total compensation to CONSULTANT for providing the services set forth herein shall not exceed (including reimbursed expenses) \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

4. **Payment Schedule.** CITY shall make periodic payments within thirty (30) days of receiving and approving a billing statement in proportion to the satisfactory completion of CONSULTANT's services.

5. **Reliance Upon Professional Skill.** It is mutually agreed by the Parties that CITY is relying upon the professional skill of CONSULTANT, and CONSULTANT represents to CITY that its work shall conform to generally recognized professional standards in the industry. Acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT's said representation.

6. **Independent Contractor.** It is agreed that CONSULTANT is an independent contractor and all persons working for or under the direction of CONSULTANT are CONSULTANT's agents and employees, and said persons shall not be deemed agents, officers, partners, or joint venturers of CITY or employees of CITY by virtue of this Agreement. CONSULTANT agrees that its workers performing services under this Agreement shall be either: (1) employees of CONSULTANT; or (2) shall meet all of the following three (3) requirements to qualify as independent contractors: (a) be free from control and direction of CONSULTANT; (b) perform work that is outside the usual course of CONSULTANT's business; and (c) be customarily engaged in an independently established trade, occupation, or business of the same nature as the work the individual performs for CONSULTANT. CONSULTANT will defend, indemnify, and hold CITY harmless from any claims, demands, liabilities, costs, and expenses arising from CONSULTANT's misclassification of workers providing services as independent contractors under this Agreement.

7. **Ownership of Data and Documents.** CONSULTANT agrees all records, specifications, data, maps, designs, graphics, writings, recordings, and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced, and/or generated in the performance of this Agreement shall be the property of CITY. CONSULTANT shall regularly provide such documents to CITY upon CITY's request. In the event this Agreement is terminated prior to completion of the scope of work, CONSULTANT shall provide all such data and documents to CITY forthwith.

8. **Business License.** For any work done within the City of Mountain View, CONSULTANT shall obtain, prior to execution of this Agreement, and maintain a valid business license from CITY. Business license applications are available online at

<http://mountainview.gov/depts/fasd/forms.asp> or at City Hall, 500 Castro Street, Second Floor, Finance and Administrative Services Department Lobby.

9. **Insurance.**

a. **Commercial General Liability Insurance.** CONSULTANT shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's insurance coverage shall be written on an occurrence basis.

b. **Automobile Liability Insurance.** CONSULTANT shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

c. **Professional Liability Insurance.** CONSULTANT shall obtain and maintain Professional Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per claim. Professional Liability insurance must be maintained and evidence of insurance shall be provided to CITY for at least three (3) years after completion of work under this Agreement.

**>>(OPTION NO. 1: If the Contracting Party is a Company WITH EMPLOYEES)**

d. **Workers' Compensation Insurance.** CONSULTANT shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.  
**(END OF OPTION NO. 1)**

**>>(OPTION NO. 2: If the Contracting Party is an Individual(s) with NO EMPLOYEES)**

d. **Workers' Compensation Insurance.** CONSULTANT is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

CONSULTANT is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and CONSULTANT maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said Agreement: (1) CONSULTANT will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should

CONSULTANT become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, CONSULTANT shall forthwith comply with those provisions and send evidence of financial compliance to CITY. **(END OF OPTION NO. 2)**

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to CITY.

f. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

g. Other Insurance Provisions:

(1) If CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

(2) The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverage.

(3) For any claims related to CONSULTANT's services pursuant to this Agreement, CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, and volunteers shall not contribute to it.

(4) CONSULTANT grants CITY a waiver of any rights to subrogation which any insurer of CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(5) CONSULTANT shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event CONSULTANT employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of CONSULTANT to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which CONSULTANT may be held responsible for payment of damages resulting from CONSULTANT's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(8) If, for any reason, CONSULTANT fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to CONSULTANT, CITY may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance.

10. **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT hereby agrees to and shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from any liability for damage or claims for damage for personal injury, including, but not limited to, death and/or property damage, caused by negligent acts, errors, or omissions in performance of professional services or operations under this Agreement by CONSULTANT or CONSULTANT's contractors, subcontractors, agents, or employees. CITY shall cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel reasonably acceptable to the City Attorney.

11. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

12. **Nondiscrimination.** CONSULTANT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

13. **Amendment.** This Agreement may be amended in writing and signed by both Parties.

14. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days' advance written notice to CONSULTANT. Should CITY terminate pursuant to said notice, CITY shall pay CONSULTANT for CONSULTANT's services rendered to the date of cancellation based on percentage of completion of scope of basic services, including actual reimbursable expenses. In no event shall said fees exceed the maximum compensation established in this Agreement.

15. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

16. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

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

18. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

19. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

20. **Public Records.** The Parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

21. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

22. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To CITY: Fire Chief  
City of Mountain View  
1000 Villa Street  
Mountain View, CA 94041

To CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_ (optional)

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

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IN WITNESS WHEREOF, this Agreement, dated \_\_\_\_\_ for identification, between the City of Mountain View and \_\_\_\_\_ for conducting a community hazard risk assessment and standards of cover study services, is executed by CITY and CONSULTANT.

“CITY”:  
CITY OF MOUNTAIN VIEW,  
a California charter city and municipal corporation

“CONSULTANT”:  
\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

APPROVED AS TO CONTENT:  
\_\_\_\_\_  
Fire Chief

Title: \_\_\_\_\_  
\_\_\_\_\_  
Taxpayer I.D. Number

FINANCIAL APPROVAL:  
\_\_\_\_\_  
Finance and Administrative  
Services Director

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney