



REQUEST FOR BID (RFB)

NOTICE TO PROSPECTIVE BIDDERS OF

RFB CCRP- 2024-FORD TRANSIT **VAN BUILD OUT**

BIDS WILL BE RECEIVED UNTIL:

Wednesday, January 29, 2025

AT 5:00 P.M.

The City of Richmond has determined the following specifications for bid purposes. The specifications referenced are not intended to be restrictive but descriptive of the type and quality of goods the City of Richmond desires to purchase. Bids for similar items of like quality will be considered if the bid is fully noted with the specifications listed. Detailed listings of the specifications with the associated manufacturing brand and models are encouraged. The City of Richmond reserves the right to determine products of equal value. Vendors will not be allowed to make unauthorized substitutions after award is made.

1.0 INTRODUCTION TO REQUEST FOR BID

1.1 Introduction & Specifications

The City of Richmond – Community Crisis Response Department is soliciting bids from qualified vendors for the internal van build-out of (2) 2024 Ford Transit vans with a 148” wheelbase and a medium roof for the purpose of our mobile crisis unit vehicles.

A successful bidder shall deliver the service closest to the design specifications listed below, at the lowest price, and with the quickest availability. This RFB is not a contract. The City of Richmond reserves the right to accept or reject bids for the service stated in this RFB.

All prices shall be F.O.B., Jobsite, Richmond, California. Do not add taxes to the vehicle cost for this Bid, it will be placed on a separate line. The sales tax rate for the City of Richmond is currently 9.75%.

<u>EVENT</u>	<u>DATE</u>
RFB Opens	January 6, 2025
Deadline for Inquiries	January 15, 2025
Answers to Inquiries Posted	January 22, 2025
Deadline for Submissions	January 29, 2025

1.2 Bid Submittal Time and Date

The closing date and time for RFB# CCRP-2024-FORD TRANSIT VAN BUILD OUT is: **January 29, 2025, 5:00 PM**

Electronic Bids shall be submitted via the City’s secure online bidding system: www.ci.richmond.ca.us/bids. All required sections must be submitted via the website. Contractor is solely responsible for “on time” submission of their electronic proposal. The Bid Management System will not accept late Bids and no exceptions shall be made. Contractors will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those proposals that were transmitted successfully. Late, telephone, and/or faxed bids will not be accepted.

1.3 Contact Person

All questions must be submitted via the electronic BidsOnline system on the Q&A tab by **5:00pm PST, on January 15, 2025**. If the City finds it necessary to issue an addendum, prospective Offerors will receive e-mail notification of addendum. Otherwise, answers to questions received will be provided on the Q&A tab and notification will be sent by **January 22, 2025**. It is the proposer’s responsibility to periodically check the BidsOnline website www.ci.richmond.ca.us/bids for any possible

Addenda to the RFP that may have been posted.

Any party submitting a Bid shall not contact or lobby any City Council member, City official, employee (except those specified for contact) or agent regarding the Bid. Any party attempting to influence or circumvent the bid submittal and review process may have their Bid rejected for violating this provision of the Bid.

2.0 INSTRUCTIONS TO BIDDERS

2.1 Bid Worksheet

Bids shall be submitted only on the furnished Bid Worksheet on an exact copy thereof and shall be based upon the specifications, scope of work, and other pertinent information in this document (ATTACHMENT I).

2.2 Signatures

All Bids must be signed and dated in the Bidder's handwriting or that of a duly authorized officer or agent. All information, prices, notations and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Bid.

2.3 Terms of Bid

Bids shall be valid and binding upon the Bidder and irrevocable for ninety (90) days. However, the City of Richmond, may award the work to another bidder or may call new Bids if:

- Bidder fails or refuses to execute the services acceptable to the City of Richmond in its sole discretions.

3.0 TERMS AND CONDITIONS

It is the sole responsibility of the Bidder to ensure compliance with the terms and conditions (if applicable) as stipulated below.

3.1 Disputes

Disagreements between the City of Richmond and Vendor concerning the meaning, requirements, or performance of this bid shall be subject to final determination, in writing, in accordance with the applicable procedures (if any) required by the State or Federal Government.

3.2 Bidder Agreement to Terms and Conditions

Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

3.3 Cancellation

The City of Richmond may cancel any contract awarded following review of the bids WITHOUT CAUSE at any time by giving sixty (60)-day written notice to the supplier/contractor. The City, upon written notice to Contractor may immediately terminate the contract should the Contractor fail to perform properly any of its obligations hereunder. Cancellation for cause shall be at the discretion of the City and shall be for any reason including, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel the contract without prior written consent of the City.

3.4 Compliance or Deviation to Specifications

Bidder hereby agrees that the material, equipment, or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications," which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving detail to the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

3.5 Compliance with City Ordinances

The contractor and all subcontractors shall comply with the City of Richmond Nondiscrimination Clauses in City Contracts Ordinance ([Richmond Municipal Code \(RMC\) Chapter 2.28](#)), Business Opportunity Ordinance ([RMC Chapter 2.50](#)), Local Employment Program Ordinance ([RMC Chapter 2.56](#)), Living Wage Ordinance ([RMC Chapter 2.60](#)) and Ordinance Banning the Requirement to Provide Information of Prior Criminal Convictions on all Employment Applications ("Ban the Box") ([RMC Chapter 2.65](#)), which are incorporated into the Contract Documents by this reference.

3.6 Force Majeure

If execution of the contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Richmond, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in the sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

3.7 Rejection of Bids

The City of Richmond reserves the right to reject any bids, all bids, or any part of a bid. The City reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City of Richmond or any other governmental agency. The City expressly reserves the right to reject the proposal of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of Richmond.

3.8 Safety

All articles delivered under the contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

3.9 Sell or Assign

The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under the contract without the specific written consent of the City of Richmond.

3.10 Severability

If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

3.11 Taxes, Federal Excise

The City of Richmond is exempt from Federal Excise Tax.

3.12 Taxes, Sales

California Sales Tax should be shown separately on the Bid Form (ATTACHMENT I), when and where indicated.

4.0 AWARD OF CONTRACT

4.1 General

The award of the Contract, if awarded, will be to the Bidder complying with these instructions and other prescribed requirements. Notification will be provided to the successful and unsuccessful Bidders.

The City of Richmond reserves the right to make award on the basis of the entire bid or partial awards to multiple bidders.

4.2 Bid Comparison

Qualified bids will be evaluated and compared on cost and immediate availability.

When comparing qualified bid submissions, Municipal Code 2.50.070 will be followed when a City of Richmond local business is present. This will only be applied during the comparison process only.

4.3 Vendor Forms

The winning bidder will submit a W-9 Request for Taxpayer Identification Number and Certification form and a Vendor Supplemental Questionnaire Form. These forms should be completed as soon as possible after the award announcement.

4.4 Insurance Requirements

Bidders are directed to review the City's insurance requirements as detailed in the attached exhibits (ATTACHMENT IV). Additionally, required insurance endorsements must be scheduled endorsements specifically naming the City. Without prior written approval, blanket endorsements will not be accepted.

Failure to meet the City's insurance requirements may be sufficient reason for disqualification from the selection process.

4.5 Standard Contract & Purchase Order

A written purchase order mailed or otherwise furnished to the responsible bidder who submits a responsive bid which conforms to the requirements stated herein and within the time for acceptance specified, results in a binding contract without further notice by either party. The contract shall be interpreted, construed, and given effect in all respects according to the law of the State of California.

4.6 Invoices

Invoices submitted by the vendor for payments must reflect the established purchase order number. Taxes must appear on a separate line item on the invoice. Invoices contrary to this policy will be returned to the vendor for adjustment. Payment will be made thirty (30) days after receipt of an accurate and true invoice.

ATTACHMENTS:

- | | |
|-----------------------|--|
| ATTACHMENT I | Bid Worksheet and Scope of Work for Ford Transit Van Buildout |
| ATTACHMENT II | Van and Shelf Pictures - EXAMPLES |
| ATTACHMENT III | City of Richmond Standard Contract |
| ATTACHMENT IV | Insurance Requirements |
| ATTACHMENT V | Richmond Sanctuary City Contracting Ordinance No. 12-18 N.S. and Sanctuary City Compliance Statement |
| ATTACHMENT VI | Limited Liability Corporations (LLC), Resolution No. 86-21 and Disclosure State of Limited Liability Companies Form |

ATTACHMENT I

Bid Worksheet and Scope of Work for Ford Transit Van Buildout

Scope of Work

The City of Richmond - Community Crisis Response Program (CCRP) Department is looking for a vendor to build out the inside of (2) 2024 Ford Transit Vans with a 148-inch wheelbase in preparation for the launch of CCRP's mobile crisis unit within the City of Richmond.

The van buildout will be essential to the operations for ROCK responders while out in communities and should be built with efficiency and comfortability in mind for the ROCK responders and the person receiving crisis response services. We are looking for a one-of-a-kind custom built crisis intervention transport van. We look to have custom wood cabinets built in the middle cab area with upper wood and lower wood shelves that will support a microwave, sink, small refrigerator, and 4 tier storage and shelving. Specific materials for finishings can include: maple, bamboo, or similar.

Specifications

The specifications set forth in this RFB are the specific requirements for an internal buildout of two (2) 2024 FORD TRANSIT VANS with a 148" wheelbase and a medium roof for the City of Richmond. The successful bidder shall be responsible for meeting all specifications in this bid. All items listed and installation of said items must be Department of Transportation approved.

The failure of the bidder to complete the Bid Worksheet as provided will result in the rejection of the Bid. The vendor's bid will be for the total amount with taxes and/or fees listed separately that the City of Richmond will be charged as listed below.

Name of Bidding Company: _____

Address: _____

Authorized signature: _____

Printed name: _____

Title: _____

Telephone number: _____

Fax number: _____

Email: _____

ATTACHMENT I

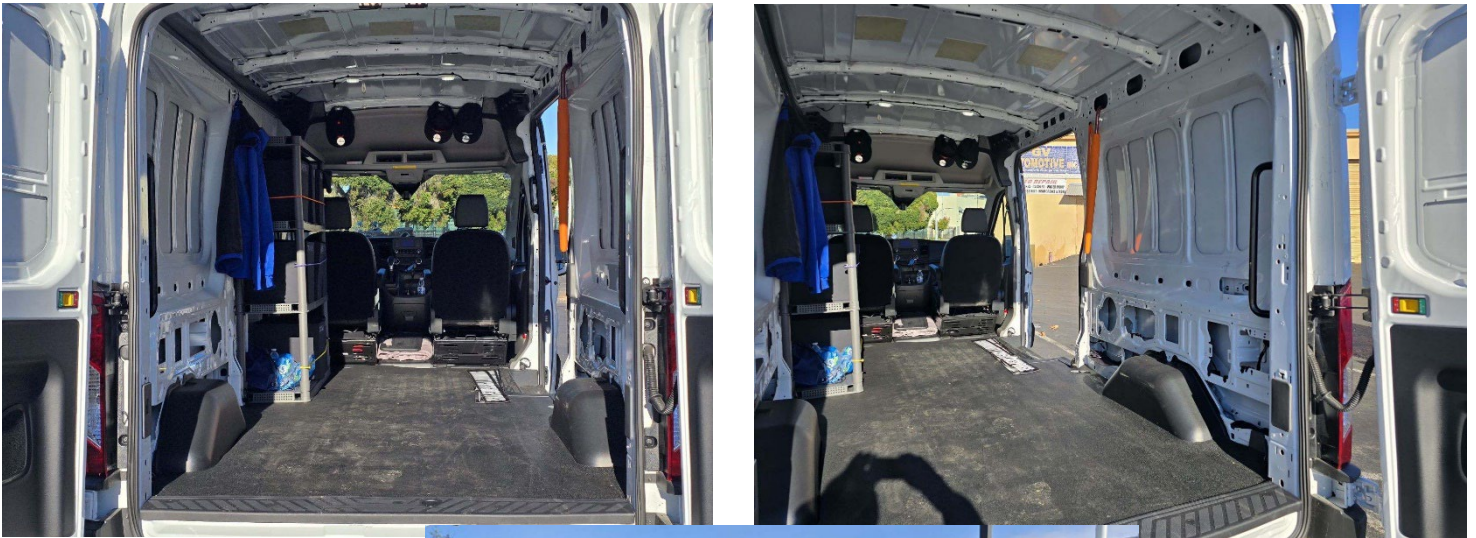
Bid Worksheet and Scope of Work for Ford Transit Van Buildout

(2) 2024 FORD TRANSIT VAN BUILD OUT SPECIFICATIONS				
Item No.	DESCRIPTION	QTY	Unit Price	TOTAL PRICE
1	Track Rail Floor System (must be DOT approved)	2		\$
2	Removable Seats with swivel adapters (5 per van)	10		\$
3	Passenger Swiveling Seats for front cabin	2		\$
4	Upper cabinets with optional locking doors (2 per van)	4		\$
5	Wall Paneling and L-Track system. Finished interior walls and ceiling. Durable and cleanable.	2		\$
6	Ceiling Lights	2		\$
7	Solar paneling (400 watt)	2		\$
8	MaxxAir Ceiling Fans on Roof of Vans (2 per van)	4		\$
9	Crown Molding Material between walls and ceiling	2		\$
10	EcoFlow 5kWh Power Independence Kit	2		\$
11	Webasto 2000 STC Gasoline space heater, heat wrap, thermostat, and accompanying equipment	2		\$
12	Fiamma F80s Manual Awning 8' extension with poles, brackets, and mounting.	2		\$
13	Exterior Porch lights w/ custom brackets, wiring and waterproof roof cable passthrough (4 per van)	8		\$
14	Acrylic or Polycarbonate Glass Partition with sliding door and lock	2		\$
15	Galley Cabinets for electrical system containment, Countertop, and storage compartment (for lower storage)	2		\$
16	Insulation, sound deadening	2		\$
17	Installation/Labor (can be hourly or project total)			\$
SALES TAX @ 9.75%				\$
FEES OR OTHER COSTS				\$
TOTAL COSTS				\$

ATTACHMENT II
Van and Shelf Pictures – EXAMPLES

Model: 2024 Ford Transit, Wheelbase 148in with a medium roof

Figure 1: CCRP Vans - Exterior and Interior



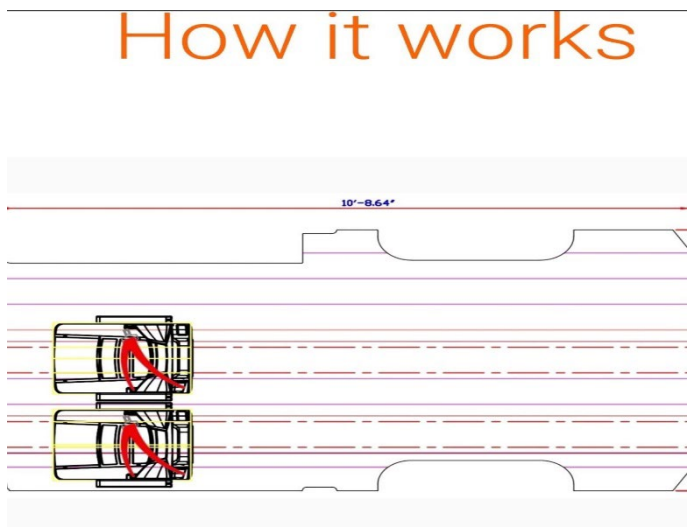
**ATTACHMENT II
Van and Shelf Pictures – EXAMPLES**

Model: 2024 Ford Transit, Wheelbase 148in with a medium roof

Figure 2: Van Seating Arrangements



Figure 3: Track Rail Floor System



Figures 4: Interior Van - Cabinets (Example)



Linn County Mental Health Crisis Supervisor Nova Sweet shows off the interior of the county's new Mobile Crisis Intervention Team's van. Photo courtesy of Linn County.

**ATTACHMENT II
Van and Shelf Pictures – EXAMPLES**

Model: 2024 Ford Transit, Wheelbase 148in with a medium roof

Figure 5: Interior Van - Cabinets (Example 2)



Inside of a Care Link van, where an individual would be taken for intervention, parked outside Stockton Ballpark in Stockton, Calif., on Nov. 3, 2022. (Harika Maddala/ Bay City News / Catchlight Local)

Figure 5: Interior Van - Cabinets (Example 2)



Fresno County probation department unveils mobile units to enhance outreach (Photo: KMPH Olen Hogenson)

5. City Obligations. City shall make payments to the Contractor in accordance with the Payment Provisions set forth in Exhibit B, attached hereto and incorporated herein.
6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C), attached hereto and incorporated herein.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and incorporated herein.
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and incorporated herein.
10. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND,
a municipal corporation

[BUSINESS NAME]
(* The Corporation Chairperson of the Board,
President or Vice President should sign below)

By: _____

Title

By: _____

I hereby certify that this Contract
has been approved by City Council
or the City Manager.

Title: _____

Date Signed: _____

By: _____
City Clerk

(* The Corporation Chief Financial Officer, Secretary or
Assistant Secretary should sign below)

Approved as to form:

By: _____

By: _____
City Attorney

Title: _____

Date Signed: _____

LIST OF ATTACHMENTS:

Service Plan	Exhibit A
Payment Provisions	Exhibit B
Authorized Representatives and Notices	Exhibit C
General Conditions	Exhibit D
Special Conditions	Exhibit E
Insurance Provisions	Exhibit F
Sanctuary City Compliance Statement	Exhibit G

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EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the Project Manager (set forth in Exhibit B), perform the following services and be compensated as outlined below [or attach service plan if necessary]:

EXHIBIT B
PAYMENT PROVISIONS

1. COMPENSATION TO CONTRACTOR:

a. Provided Contractor is not in default under this Contract, Contractor shall be compensated in the manner set forth herein.

b. All payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.

c. All City vendors receiving new contracts shall sign up to receive electronic payments through the City's Automated Clearinghouse (ACH) payments service/provider.

2. SUBMISSION OF INVOICES:

Contractor shall submit timely invoices by email to Accounts Payable@ci.richmond.ca.us and/or to the following address: Attention: City of Richmond Finance/Account Payable
Project Manager:

P.O. Box 4046
Richmond, CA 94804

3. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, before payments shall be authorized.
4. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
5. All appropriate permits, certificates, and licenses, including a City business license shall be obtained and maintained for the duration of this Contract before any payment is authorized.
6. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract is executed by the City. The insurance coverage required by this Contract shall be maintained by Contractor for the duration of this Contract and must be in place before any payment is authorized.

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EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. All required written notices shall be delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

2. Each notice shall be deemed to have been received on the earlier to occur of: actual delivery or the date on which delivery is refused; or three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

3. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

4. All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at:

City of Richmond –

Richmond, CA 94804

Email: _____

5. All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

Business Name

Street Address

City, State Zip

Email: _____

EXHIBIT D
GENERAL CONDITIONS

1. INDEPENDENT PARTIES:

Contractor hereby declares that Contractor is engaged as an independent business and Contractor agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Contractor except to the extent they are limited by statute, rule or regulation and the express terms of this Contract. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Contractor. Payments of the above items, if required, are the responsibility of Contractor.

2. TIME IS OF THE ESSENCE:

Contractor and the City agree that time is of the essence regarding the performance of this Contract.

3. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service Contractors, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

4. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

5. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Contractor and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political

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affiliation, military and veteran status or legitimate union activities. Contractor agrees that any violation of this provision shall constitute a material breach of this Contract.

6. CITY PROPERTY:

a. Each and every report, draft, work product, map, record, applicable plans, drawings, calculation, data, specification, video, graphic or any other material or document produced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Contract shall be the exclusive property of the City.

b. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 11 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

c. No report, information or other data given to or prepared or assembled by Contractor pursuant to this Contract shall be made available to any individual or organization by Contractor without prior approval of the City Manager or their designee.

d. Contractor shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Contract.

7. RECORDS:

a. Contractor shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Contractor's performance under the Contract, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Contract (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Contract. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Contractor for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

8. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses, including a City business license, required in connection with the performance of the services and tasks hereunder. The failure to obtain such permits and licenses shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.

9. TERMINATION:

a. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder immediately upon transmission of written notice to Contractor as provided in Exhibit C “Authorized Representatives and Notices”.

b. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Exhibit B; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

10. CONFLICT OF INTEREST:

Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

11. HOLD HARMLESS:

a. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses

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whatsoever, including attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Contractor's performance of its obligations under this Contract or failure to comply with any of its obligations under this Contract or out of the operations conducted by Contractor even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Contractor. Contractor shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

b. This indemnification obligation shall survive this Contract and shall not be limited by any term of any insurance policy required under this Contract; provided however, that if this Contract is for design professional services, this indemnity provision is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional (as defined in California Civil Code section 2782.8).

12. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT:

a. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

b. Contractor shall not assign, sublease, hypothecate, or transfer this Contract, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Contractor shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Contract may be assigned by Contractor to a bank, trust company or other financial institution without prior written consent.

c. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

d. Only those persons and/or businesses whose names and resumés are attached to this Contract shall be used in the performance of this Contract. However, if after the start of this Contract, Contractor wishes to use sub-contractors, at no additional costs to the City, then

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Contractor shall submit a written request for consent to add sub-contractors including the names of the sub-contractors and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

e. Each sub-contractor shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Contractor.

f. In addition, any tasks or services performed by sub-contractors shall be subject to each provision of this Contract. Contractor shall include the following language in their Contract with any sub-contractor: "Sub-Contractors hired by Contractor agree to be bound to Contractor and the City in the same manner and to the same extent as Contractor is bound to the City."

g. The requirements in this Section 12 shall not apply to persons who are merely providing materials, supplies, data or information that Contractor then analyzes and incorporates into its work product.

13 SAFETY:

a. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Contract. Contractor shall assume sole and complete responsibility for the safety of Contractor's employees and any of subcontractor's employees. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Contract. Where any of these are in conflict, the more stringent requirements will be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Contractor will immediately notify the City (in no event less than 24 hours) of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Contract. Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Contract. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

c. Contractor acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Contractor agrees to comply with all such requirements,

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including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the City, at the City's request, records to demonstrate Contractor's compliance with this Section.

14. INSURANCE:

Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.

15. COMPLIANCE WITH ALL APPLICABLE LAWS:

a. During the term of this Contract, Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Richmond which affect the manner in which the services or tasks are to be performed by Contractor, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

b. Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor is required to provide the City with documents and information verifying its compliance with the Living Wage Ordinance. Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance as prescribed in § 2.60.070 of the Municipal Code.

c. Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or sub-Contractor under an agreement or sub-agreement with the City for public works, goods or services to refrain from discriminatory employment or practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential sub-contractor

d. Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

16. INTEGRATED CONTRACT:

The Recitals and exhibits are a material part of this Contract and are expressly incorporated herein. This Contract represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall

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be held to vary the provisions hereof. Any modification of this Contract will be effective only by written execution signed by both the City and Contractor.

17. CONFLICTING PROVISIONS:

In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Condition as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.

18. FORCE MAJEURE:

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

19. CONFLICT OF LAW:

This Contract shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Contract and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Contract (or the successors of those authorities). Any suits brought pursuant to this Contract shall be filed with the courts of the County of Contra Costa, State of California.

20. CLAIMS:

Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.

21. INTERPRETATION:

This Contract shall be interpreted as if drafted by both parties.

22. WARRANTY:

If any product is be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to

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City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

23. SEVERABILITY:

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

24. AUTHORITY:

City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that they are duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if they are not duly authorized to enter into and execute this Contract on behalf of Contractor.

25. WAIVER:

The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payment therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

26. COUNTERPARTS:

This Contract may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SANCTUARY CITY CONTRACTING ORDINANCE (SCCO):

The Richmond Sanctuary City Contracting Ordinance No. 12-18 prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the

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United States Department of Homeland Security (“ICE”). Contractor must submit the Sanctuary City Compliance Statement, attached hereto as Exhibit G.

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EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable, otherwise please state "NONE"):

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EXHIBIT F INSURANCE PROVISIONS

 Check here if Risk Management has approved waiving insurance requirements for this contract.

a. Before the commencement of the terms of this Contract, and during the entire term of this Contract and any extension or modification thereof, Contractor shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5) Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Richmond. Attention: Risk Manager.”

Contractor shall maintain in force at all times during the performance of this Contract all appropriate coverage of insurance required by this Contract with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Contractor shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Contract. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

b. COVERAGE REQUIREMENTS:

Contractor shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional

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Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
------------------------	-----------------------------

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Contractor's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include: property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor. If not covered under Contractor's liability policy, such "property" coverage of the City may be endorsed onto Contractor's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Contractor.

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

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As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Contractor hereby agrees to waive rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Contractor's name or as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. Any additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor. The coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of the coverage carried by or available to Contractor; whichever is greater.

EXHIBIT G
SANCTUARY CITY COMPLIANCE STATEMENT

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____, California.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2>

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

ORDINANCE NO. 12-18 N.S

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
ADOPTING A SANCTUARY CITY CONTRACTING AND INVESTMENT POLICY**

The City of Richmond does ordain as follows:

SECTION 1. Title

This ordinance shall be known as the Sanctuary City Contracting and Investment Ordinance.

SECTION 2. Definitions

- 1) "City" means the City of Richmond, California.
- 2) "Data Broker" (also commonly called information broker, information reseller, data aggregator, and information solution provider) means either of the following:
 - a) The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector businesses and government agencies;
 - b) The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- 3) "Extreme Vetting" means data-mining, threat modeling, predictive risk analysis, or other similar service.
- 4) "ICE" means the United States Immigration and Customs Enforcement, and any subdivision thereof.
- 5) "Person or Entity" means any private natural person, corporation, institution, subsidiary, affiliate, or division under operating control of such person; the parent entities that have operating control over such person, and the subsidiaries, affiliates and divisions under operating control of such parent entity. Government entities, officers and employees are expressly excluded from this definition.

SECTION 3. Prohibition on Use of City Resources

- 1) No officer, employee, department, board, commission, City Council, City Manager, or other entity of the City shall enter into a new, amended, or extended contract or agreement with, any Person or Entity that provides ICE with any "Data Broker" or "Extreme Vetting" services, as defined herein, unless the City Council makes a specific determination that no reasonable alternative exists, taking into consideration the following:
 - a) The intent and purpose of this ordinance;
 - b) The availability of alternative services, goods and equipment; and
 - c) Quantifiable additional costs resulting from use of available alternatives.
- 2) All public works, construction bids, requests for information, requests for proposals, or any other solicitation issued by the City shall include notice of the prohibition listed above.
- 3) For the purpose of determining which Person or Entity provides ICE with Data Broker or Extreme Vetting services, the City Manager shall rely on:
 - a) Information published by reliable sources;
 - b) Information released by public agencies;

c) A declaration under the penalty of perjury executed by the Person or Entity, affirming that they do not provide Data Broker or Extreme Vetting services to ICE; and

d) Information submitted to the City Manager by any member of the public, and thereafter duly verified.

4) Any Person or Entity identified as a supplier of Data Broker or Extreme Vetting services to ICE and potentially affected by this section shall be notified by the City Manager of the determination. Any such Person or Entity shall be entitled to a review of the determination by appeal to the City Manager.

Request for such review shall be made within thirty (30) days of notification, or seven (7) days of the date of a City solicitation or notice of a pending contract or purchase, of interest to the Person or Entity seeking review. Any Person or Entity vendor so identified may appeal the City Manager's determination to the City Council, within fifteen (15) days of the determination.

SECTION 4. Prohibition on Investment

1) The City of Richmond shall not make any investment in stocks, bonds, securities, or other obligations issued by any provider of Data Broker or Extreme Vetting services to ICE.

2) The City Council shall adopt a plan with respect to pension fund investments and shall implement such a plan consistent with the intent of this act.

SECTION 5. Investigation And Reporting

1) The City Manager, or his or her designee, shall review compliance with Sections 3-4. The City Manager may initiate and shall receive and investigate all complaints regarding violations of Sections 3- 4. After investigating such complaints, the City Manager shall issue findings regarding any alleged violation. If the City Manager finds that a violation occurred, the City Manager shall, within 30 days of such finding, send a report of such finding to the City Council, the Mayor, and the head of any department involved in the violation or in which the violation occurred. All officers, employees, departments, boards, commissions, and other entities of the City shall cooperate with the City Manager in any investigation of a violation of Sections 3-4.

2) The City Manager shall coordinate with the City Attorney's office to remedy any such violations, and the City Attorney is authorized to use all legal measures available to rescind, terminate, or void contracts awarded in violation of this ordinance.

3) By April 1 of each year, each City department shall certify its compliance with this ordinance by written notice to the City Manager.

4) By May 1 of each year, the City Manager shall schedule and submit to the City Council a written, public report regarding the department's compliance with Sections 3-4 over the previous calendar year. At minimum, this report must (1) detail with specificity the steps the department has taken to ensure compliance with Sections 3-4, (2) disclose any issues with compliance, including any violations or potential violations of this Ordinance, and (3) detail actions taken to cure any deficiencies with compliance.

SECTION 6. Enforcement

1) Cause of Action. Any violation of this Ordinance constitutes an injury, and any person may institute proceedings for injunctive relief, declaratory relief, or writ of mandate in any court of competent jurisdiction to enforce this Ordinance.

2) Attorney's Fees and Costs. A court may award a plaintiff who prevails on a cause of action under subsection (a) reasonable attorney's fees and costs.

3) Any Person or Entity knowingly or willingly supplying false information in violation of Section 3 (3)(c), may be guilty of a misdemeanor and be subject to a fine of up to \$1,000.

SECTION 7. Severability

The provisions in this Ordinance are severable. If any part of provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid, the remainder of this Ordinance, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue to have force and effect.

SECTION 8. Construction

The provisions of this Ordinance are to be construed broadly to effectuate the purposes of this Ordinance.

SECTION 9. Effective Date

This Ordinance becomes effective thirty (30) days after its final passage and adoption.

First introduced at a regular meeting of the City Council on May 15, 2018, and finally passed and adopted at a regular meeting held on June 5, by the following vote:

AYES:	Councilmembers Choi, Martinez, Myrick, Recinos, and Vice Mayor Willis.
NOES:	Mayor Butt.
ABSTENTIONS:	None.
ABSENT:	Councilmember Beckles.

PAMELA CHRISTIAN
 CLERK OF THE CITY OF RICHMOND
 (SEAL)

Approved:
TOM BUTT
 Mayor

Approved as to form:
BRUCE GOODMILLER
 City Attorney

State of California }
 County of Contra Costa } : ss.
 City of Richmond }

I certify that the foregoing is a true copy of **Ordinance No. 12-18 N.S.**, passed and adopted by the City Council of the City of Richmond at a regular meeting held on June 5, 2018.



 Pamela Christian, City Clerk of the City of Richmond

CITY OF RICHMOND
Sanctuary City Compliance Statement

The undersigned, (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor 's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____

RESOLUTION NO. 86-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND DIRECTING THE CITY MANAGER TO UPDATE ALL CITY APPLICATIONS AND FORMS TO REQUIRE DISCLOSURE OF THE IDENTITIES OF BENEFICIAL & RESPONSIBLE OWNERS OF LIMITED LIABILITY CORPORATIONS (LLCS)

WHEREAS, the use of the Limited Liability Corporation (LLC) business formation by landowners in acquiring real property has become increasingly common; and

WHEREAS, the LLC business formation, at times, conceals the identity of the true owners by the practice of appointment of a professional agent and/or manager, such as an attorney or accountant; thereby, never having to reveal the owner's (member's) name(s) or the source of capital contributions (i.e., funding); and

WHEREAS, such anonymity provided by the LLC formation poses obstacles for code enforcement, thereby decreasing the incentive for owners to keep their properties in good repair, a practice often referred to as "deferred maintenance"; and

WHEREAS, the obstacles imposed on code enforcement results in increased neighborhood blight.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richmond as follows:

1. The City Manager is hereby directed to work with City Departments to update all City forms and applications to require the disclosure of beneficial and responsible owners of LLCs as part of the submittal requirements;
2. The City Manager is hereby directed to maintain a list, which should be updated annually, of all real property owned by LLC within the City jurisdiction with address and assessor's parcel number. The list shall also include the names and addresses of beneficial and responsible owners of the LLCs, as disclosed to the City through its application process; and
3. The City Manager is hereby directed to provide the City Council a progress report every six months, which describes the implementation of this resolution and the successes and barriers of the implementation for the first three years after adoption.

BE IT FURTHER RESOLVED that the disclosure of beneficial and responsible owners of LLCs will be used for transparency purposes only and not as a condition of approval.

I certify that the foregoing resolution was passed and adopted by the City Council of the City of Richmond at a regular meeting thereof held July 6, 2021, by the following vote:

AYES: Councilmembers Jimenez, Martinez, McLaughlin, Willis,
and Vice Mayor Johnson III.

NOES: Councilmember Bates and Mayor Butt.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

THOMAS K. BUTT
Mayor

Approved as to form:

TERESA STRICKER
City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 86-21**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on July 6, 2021.



Pamela Christian, Clerk of the City of Richmond

Disclosure Statement for Limited Liability Companies

Whenever the owner of a property or the applicant for a City permit or license is a limited liability company (“LLC”), the LLC shall provide the City with the names and business addresses of any and all shareholders, directors, officers, members, managers, other authorized persons, partners, and “Beneficial Owners” of the applying LLC. A Beneficial Owner is any person or entity who: (1) exercises substantial control over the applying LLC; (2) owns 25% or more of the interest in the applying LLC; or (3) receives substantial economic benefits from the assets of the applying LLC. If any LLC shareholder, director, officer, member, manager, other authorized person, partner, or Beneficial Owner is itself an LLC or other business entity, the names and business addresses must also be provided for any and all shareholders, directors, officers, members, managers, other authorized persons, partners, and Beneficial Owners of that LLC or other business entity all the way up through each entity in the organizational chart until ultimate ownership by individual people is disclosed.

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Check this box if additional ownership information is attached to this Disclosure Statement.

In signing this Disclosure Statement, I represent that the information submitted in this Disclosure Statement, and any attachments, is true and correct.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CCRP ADDENDUM I
Updated Van Pictures and Details

Model: 2024 Ford Transit, Wheelbase 148in with a medium roof

FIGURES 1-4: Updated Van pictures showing the recent installation of windows



CCRP ADDENDUM I
Updated Van Pictures and Details

Model: 2024 Ford Transit, Wheelbase 148in with a medium roof

Figure 5: Sample of awning feature to potentially be added on as part of van buildout.



Culver City's Mobile Crisis Team poses in front of Mobile Crisis Vans. Photo courtesy of Culver City's Mobile Crisis Team.