



CITY OF HUNTINGTON PARK

Department of Parks and Recreation
City Council Agenda Report

April 5, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

REVIEW AND CONSIDER CONCESSIONAIRE SERVICES AT KELLER PARK

Dear Mayor and Members of the City Council:

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review Sample RFQ for Concessionaire Services; and
2. Direct staff to issue a Request for Qualifications for Concessionaire Services at Keller Park.

BACKGROUND

At the March 15, 2016 council meeting, staff was directed to demolish the concession stand based on the condition of the existing structure based on Building and Safety review. Additionally, council directed staff to prepare a sample RFQ for concessionaire services. It is important to note that upon further research the city attorney recommended that staff prepare a Request for Qualifications with the understanding that it will provide the city more flexibility in vetting out concessionaire qualifications, additionally allow the city to negotiate the best possible vendor for the site.

FINANCIAL IMPACT/FINANCING

No additional budget appropriation is required for this action. Potential Concessionaire Services providers may propose to provide the concession services facility, a percentage of sales, and/or a flat rate to the City. The proposed concessionaire services and potential income value of the service contract with the City will be estimated after the request for qualifications is processed and evaluated. The concession stand may be provided by the Concessionaire Services as part of their proposal for Concessionaire Services. There is currently no specified funding source for concession stand structure construction at Keller Park.

REVIEW AND CONSIDER CONCESSIONAIRE SERVICES AT KELLER PARK

April 5, 2016

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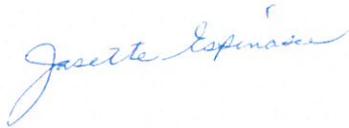
CONCLUSION

Upon Council direction, staff will issue an RFQ for Concessionaire Services.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Josette Espinosa
Parks and Recreation Director

Attachments

- A. Sample RFQ for Concessionaire Services

ATTACHMENT "A"



2016

REQUEST FOR STATEMENT OF QUALIFICATIONS

TO PROVIDE

CONCESSIONAIRE SERVICES AT ROBERT H. KELLER PARK

FOR THE

CITY OF HUNTINGTON PARK

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EXHIBIT A - FALSE CLAIMS FORM

EXHIBIT B - CIVIL LITIGATION HISTORY

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City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255

**Concessionaire Services at Robert H. Keller Park
Request for Statement of Qualifications**

I. INTRODUCTION

The City of Huntington Park (“City”) is requesting services and cost proposals from a qualified and experienced restaurateur or concessionaire (“Concessionaire”) to provide food and beverage services for the City, as specified in this Request for Statement of Qualifications (RFQ).

II. PROPOSAL SCHEDULE

RFQ Issued:	04-05-2016
Deadline to Submit Questions:	04-20-2016
Deadline to Receive Proposals	05-09-2016

III. GENERAL INFORMATION

The City seeks proposals from Concessionaires and will select one qualifying Concessionaire to provide the services as defined in the Scope of Services section of this RFQ.

A. Proposal Validity

The proposer’s pricing shall be valid for a minimum of 90 days.

B. Request for Information

Questions regarding this RFQ are for clarification purposes only and are to be directed by e-mail to: Josette Espinosa, Parks and Recreation Director, at [jespinosa@hpca.gov](mailto:jespinosahpca.gov). If a proposer requests additional information or clarification from the City, the request and the City response shall be sent to all proposers via fax or email.

C. Submission

Proposals must be received by the Office of the City Clerk in a sealed envelope with the title of the RFQ clearly labeled along with the name and address of the firm. The submittal packet shall include three (3) copies of the proposal and one (1) copy of the proposal to be provided on a flash drive.

The Statement of Proposals, including appendices, must not exceed 20 sheets on 8.5” x 11” paper (11” x 17” paper can be used to display organizational

charts). Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages.

D. Late Submittals

It is strongly recommended that proposals be delivered in person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by facsimile or electronic mail.

E. Withdrawal or Modifications

A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.

F. Addenda

In the event that any portion of this RFQ is changed, the City will provide addenda by fax or e-mail to all firms who have received an RFQ. The signed addenda must be included with the RFQ submittal. Submittals received without the applicable addenda may be rejected as incomplete.

G. Responsiveness

All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFQ. Firms are notified that failure to comply with any part of the RFQ may result in the rejection of the submittal as non-responsive. The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.

H. Costs

The City will not be liable for any costs incurred by the proposer in preparing and responding to this RFQ. The proposer shall not include any pre-contractual expenses as part of the proposed cost.

I. Legal Authorization

All forms and documentation included in this RFQ must be signed and dated by a person authorized to legally bind the proposer to a contractual relationship with the City.

J. Conflict of Interest

Proposer is required to issue a brief statement disclosing potentially conflicting interests including:

1. Any litigation involving the proposer or the proposer's personnel which is adverse to the City.

K. Rejection of Submittals

The City reserves the right at its sole discretion to reject any and all submittals received without penalty as a result of this RFQ.

A proposal may be immediately rejected if:

- It contains misrepresentative or misleading information;
- It is received at any time after the exact date and time set for receipt of proposals;
- It does not meet the required specifications or terms and conditions as prescribed;
- It is not prepared in the format outlined in this RFQ; or
- It is signed by an individual not authorized to represent the proposer;
- Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal; and
- Any other reason in the City's sole and absolute discretion.

L. No Guarantee of Contract

No guarantee is made that any contract will be awarded in response to this RFQ.

M. Sub-consultants

Proposer shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for proposers shall be required of sub-consultants.

N. Acceptance of Conditions

Proposer shall include a statement offering the acceptance of all conditions listed in the RFQ document, which shall be submitted with the proposal.

O. Public Record

All proposals submitted in response to this RFQ will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and the City shall be under no obligation to the proposer to withhold such records.

Insofar as a proposal contains information that the proposer regards as proprietary and confidential, it shall be the responsibility of the proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (S) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

P. Right to Request Additional Information

During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Q. Additional Services

The Scope of Services describes the minimum baseline level of services required for the services contemplated under this RFQ; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Services may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFQ.

R. Conflict of Interest

By signing the Agreement, the successful proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

S. Confidential Information

City reserves the right to make copies of a proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or

federal law. In the event City proposes to disclose records containing information the proposer has specifically identified as being proprietary and confidential, City shall notify the proposer in writing of its intent to release such information and the proposer shall have five (5) working days after City's issuance of its notice to give City written notice of proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the proposer's objection notice fails to include a fully executed indemnification agreement wherein the proposer agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the proposer wishes to withhold. Again, the proposer must specifically identify the information it deems proprietary.

IV. TERMS AND CONDITIONS

A. Certification

By submitting a proposal, proposer certifies that it has fully read and understands this RFQ and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFQ. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other submitting a proposal for this RFQ, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all proposers.

B. Reserving Rights

The City reserves the right to reject any and all proposals received as a result of this RFQ. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

C. Assignment and Guarantee

No assignment by the proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any proposer selected for contract negotiations.

D. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the proposer in responding to this RFQ. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the proposer.

E. Clarification

Should discrepancies or omissions be found in this RFQ or should there be a need to clarify this RFQ, questions or comments should be emailed to Josette Espinosa, Parks and Recreation Director at jespinosa@hpca.gov. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City. If a proposer requests additional information or clarification from the City, the request and the City response shall be sent to all proposers via fax or email.

F. Discrimination

The proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

G. Equal Opportunity

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all federal, State of California, County of Los Angeles and City of Huntington Park laws and ordinances related to employment practices.

2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

H. Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend and

pay all damages, costs, expenses, including attorneys' fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind with regard to the preparation or presentation of a proposal in response to this RFQ.

I. Gratuity Prohibition

Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

V. SCOPE OF SERVICES

A. Introduction

The City of Huntington Park (City) is requesting services and cost proposals from qualified and experienced restaurateurs or concessionaires (Concessionaire) to provide food and beverage (non-alcoholic) services and operate and maintain a concession stand at Robert H. Keller Park. The City will specifically consider Concessionaires capable of providing healthy menu options in an effort to reinforce the HEAL (Healthy Eating Active Living) Initiative Campaign. The concession services will be supervised by the City of Huntington Park's Department of Parks and Recreation (Department).

The proposing Concessionaire shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations.

The selected Concessionaire shall demonstrate the ability to implement a concession program that will meet or exceed the objectives of the City of Huntington Park, as well as incorporate innovative ideas that are appropriate for this concession.

The City and the Concessionaire will negotiate a minimum rental fee, a percentage of gross receipts or a combination of both.

The City's goals are to (1) provide the public with the best and most satisfactory service from the concessions, and (2) ensure that the City receives adequate and appropriate compensation from private businesses allowed to operate on park property.

B. Request For Proposal Objective

The objective of this RRQ is to award a contract and to negotiate the terms of a Concession Agreement (hereinafter "Agreement"), exercisable at the Director of Parks and Recreation ("Director") sole discretion, to an operator who will accomplish the following:

- Provide food and beverage services to meet or exceed the needs and expectations of the Park's patrons and neighboring community;

- Furnish a Concession structure such as but not limited to, a stand-alone building, prefabricated building, food cart, food truck, etc. The City is interested in receiving a wide scope of concession delivery methodologies, and applicants are encouraged to be creative in their choice(s) of concession delivery systems;
- Maximize attendance through featured menu items, service, ambiance, and marketing Special Events;
- Provide professional service at reasonable prices, thus resulting in the highest possible revenues to the concessionaire and the City of Huntington Park;
- Assess, provide, and install all necessary furnishings and equipment in order to create an attractive and inviting concession;
- Display awareness of the demographics and special needs of the community this concession serves;
- Reach out to the community to increase the current usage of the concession structure through the use of marketing and advertising; and
- Work in unison with the Department of Parks and Recreation during the normal course of business and as unforeseeable problems arise.

C. Description of Concession

The proposed concession stand (hereinafter "Concession") structure is to be located at 6550 Miles Avenue in Robert H. Keller Park. The Concession structure should be designed to be cohesive with the Spanish architecture of the City Hall building. The Concession structure should not exceed an area of 30 ft. by 30 ft. The Nearby recreational amenities include a picnic shelter, playground and outdoor picnic benches. The Concession is also located in between Gage Middle School, Gage Elementary and a residential area. Public restrooms are located nearby.

The Concession operated under the former concessionaire since 2007. The Concession stand has since been demolished to welcome a proposed new look for the Concession structure.



The City provides trash pickup from the main dumpster. The concession operator is responsible for electric, water and gas utility charges.

D. Proposal Content

Your written submittal in this RFQ process will be the primary basis on which the City will consider its award for the Agreement; therefore, proposers should be as thorough and as detailed as possible when responding to each proposal item and assembling a proposal. In the written proposal, proposers must include responses to ALL proposal items requested herein. Proposers will not be able to add or modify their proposals after the proposal due date.

The City may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies.

Proposals accepted by the City in writing constitutes a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material.

E. Proposal Items

Proposers are to submit complete, detailed responses to all the items below:

- 1. Ability to Finance

Each proposer must demonstrate the financial means and resources to finance, operate, and sustain the concession operation as proposed, including all proposed improvements, start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital, if needed. All items submitted are subject to verification by the City. Each proposer's response must include information responsive to the following:

- i. Amount of Investment Required
- ii. Source(s) of Funding Concession Operation
- iii. Financial Documentation

2. Background and Experience

Describe your business entity's background and experience in providing concession services similar to this Concession. If this is a new company, partnership, or joint-venture formed for the operation of this Concession, describe the background and qualifications of each of the partners or principals. Please note this section pertains to your business entity's PAST experience and CURRENT operations, not your PROPOSED operation for this Concession. Each proposer's response must include information responsive to the following:

- i. Ownership Description
- ii. Description of proposing entity's experience in and knowledge of operating a concession stand similar to this Concession
- iii. Current operations including employee hiring, training, motivation, promotion policies and accounting methods employed
- iv. Contracts History (include contact information for all contracts listed)
- v. Business and Financial References

3. Proposed Business Plan For This Concession

This and the following sections pertain to your PROPOSED operation for this Concession, not your PAST experience. The proposer's Business Plan must include, but is not limited to, the following:

- i. Operational Plan For Entire Concession
- ii. Food and Beverage Service
- iii. Proposed Equipment
- iv. Additional Services and/or Amenities
- v. Financial Projections and Planning

4. Proposed Revenue-Sharing Fee and Payment to City

Each proposer must propose a fee to be paid by proposer to the City on a monthly basis. The payment may be a monthly flat fee, a percentage of gross

receipts or a combination of both.

5. On-Going Refurbishment, Improvements, and Maintenance

Throughout the life of the Agreement, the Concession will require on-going maintenance and refurbishment to prevent it from falling into disrepair and to ensure uninterrupted quality services. Accordingly, the proposer shall include plans for on-going refurbishment, improvement, and maintenance of, at a minimum, equipment and furnishings used in this Concession. Proposers shall provide a specific plan to provide and fund any necessary repairs and maintenance, preventative maintenance, improvements, replacement of useful life, or upgrades to the Concession throughout the life of the Agreement, at the concessionaires' sole expense.

6. Concession Improvements

Proposer may propose physical improvements within the defined Premises, which shall potentially improve the quality of the Concession. Proposed concession improvements are considered conceptual at the time of evaluation and award, and are subject to negotiation and City approval prior to execution of the Agreement. Award of the contract shall not be deemed approval of the proposed improvements, and all laws, including, but not limited to, those requiring environmental review of projects, must be complied with before the successful proposer will be permitted to make any improvements to the Concession.

The selected Concessionaire will be responsible for securing all permits, insurance, licenses, and other approvals required for the contractually obligated improvements at Concessionaire's sole expense.

F. Required Operating Responsibilities

The following are selected areas of operating responsibilities which will be required of the winning proposal. If selected as the winning proposal, the proposer must be willing and able to commit to the Required Operating Responsibilities. No response is required in the submitted proposal.

1. Cleanliness

Concessionaire shall, at its own expense, keep the premises and the surrounding area [at least twenty-five (25) feet] clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and Concessionaire shall prevent any such matter or material from being or accumulating upon said premises.

Concessionaire, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. Concessionaire shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by the Director. If no trash storage area is made available, Concessionaire shall provide at its own expense, and with the Director's prior written approval, an enclosed area concealing the trash storage from public view. The City will incur the cost of all garbage pick-up from the main dumpster for the premises during the term of this agreement.

2. Utilities

The Concessionaire shall be responsible for utility charges. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for electricity, water, gas, heat, air conditioning, and other utility services to the premises, and shall be paid by Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers.

Concessionaire expressly agrees to comply with all City water conservation programs.

3. Maintenance of Equipment

Concessionaire shall, at all times and at its own expense, keep and maintain all equipment, whether owned and/or installed by Concessionaire or City, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by City, together with all of the fixtures, plate and minor glass, equipment and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance.

No equipment provided by City shall be removed or replaced by Concessionaire without the prior written consent of the Director, and if consent is secured, such removal and/or replacement shall be at the expense of Concessionaire.

4. Receipts

Concessionaire shall offer receipts to the customers for every transaction. Concessionaire shall at all times place a sign within twelve (12) inches of cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Parks and Recreation - Concessions Unit at (323) 584-6218."

G. Contractual Provisions

The following are selected contractual provisions which will be required of the winning proposal. If selected as the winning proposal, the proposer must be

willing and able to commit to Contractual Provisions, which will be negotiated between the selected proposer and the City.

1. Term

The term of the concession agreement shall be a five (5) year Concession Agreement (hereinafter "Agreement"), with three (3) three year (3) year renewal options for up to 12 years, exercisable at the Director's sole discretion.

2. Hours of Operation

The Concession shall be open not less than 60 hours a week hours should include but not be limited to 9:00 am -6:00 pm.. Monday through Sunday.

3. Performance Deposit

The selected Concessionaire shall provide a Performance Deposit for the duration of the Agreement in the amount of \$500 (five hundreds dollars). If the scope of a proposed Concession operation differs substantially from the present Concession operation, the actual Performance Deposit amount is subject to increase or decrease at the City's sole discretion.

4. Insurance

The proposer shall obtain, at its own cost, a policy of Commercial General Liability Insurance in the amount described below and satisfactory to the City. Such policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and must be filed with the City prior to exercising any right or performing any work pursuant to the Agreement. The proposer shall be responsible to provide the following:

i. Prior to the commencement of any services hereunder, the proposer shall provide a certificate of insurance with original endorsements, as per City requirements, of the following insurance: Commercial General Liability Insurance covering third party liability risks, including contractual liability, in a minimum amount of \$1,000,000 combined single limit per occurrence and annual aggregate for bodily injury, personal injury, and property damage. The City shall be named as an additional insured on the policy.

ii. Said policy shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty days prior notice has been given in writing to City. The proposer shall give to City prompt and timely notice of claim made or suit instituted arising out of proposer's operations hereunder.

iii. The proposer shall include all subcontractors as insured under its policies, or the proposer shall furnish separate certificates and endorsements for each subcontractor. All coverage for such subcontractors shall be subject to the requirements stated herein.

iv. Additional insurance such as professional errors & omissions insurance as may be required based on the selected proposer's proposal components.

v. Auto insurance in the amount of \$1,000,000 covering all personnel and vehicles.

vi. Workers Compensation insurance as required by law.

5. Taxes

The Concessionaire shall pay all taxes of whatever character which may be levied or charged upon the Concessionaire to use the premises, or upon the improvements, fixtures, equipment or other property, or upon the operations under the Agreement, including, but not limited to, the City of Huntington Park "Occupancy Tax" and the County of Los Angeles "Possessory Interest" tax.

6. Business Tax Registration Certificate

The selected Concessionaire will be required to demonstrate compliance with the City's business tax laws by acquiring/maintaining a Business Tax Registration Certificate or Certificate of Exemption. This certificate must be in force during the entire period of the Agreement.

VI. EVALUATION AND AWARD

A. Evaluation Process and Criteria

The City reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. Each proposer must pass Level I in order to advance to Level II.

Tentative Interview Dates:

Interviews of the proposers by the evaluation panel will be scheduled at a later date for the purpose of clarifying matters in the proposals or responding to questions by the evaluation panel.

Level I - Compliance with RFQ Submission Requirements

The City will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements and mandatory document submissions.

- Cover Letter
- Proposal Deposit
- Compliance Documents
- Proposal Items

Level II -Evaluation and Scoring Criteria of Proposal Items

For the purposes of Level II evaluation, the responsive proposals will be evaluated, ranked and scored based on the criteria below:

Ability to Finance (10 points possible)

(Section V.A. 1): Proposer has demonstrated the means and resources to finance, operate, and sustain the concession operation as proposed, including all start-up costs, pre-opening costs, inventory, sufficient working capital, and improvements:

- Evidence of financial capability to fund the operation;
- Demonstrates evidence to sustain the financing of the operation.

Rank	Score	Rank	Score
1. Best Proposal	10 points	5. Fifth Best	3 points
2. Second Best	8 - 9 points	6. Sixth Best	2 points
3. Third Best	6 - 7 points	7. Seventh Best	1 point
4. Fourth Best	4 - 5 points	8. Eighth Best	0 points

Background and Experience (25 points possible)

(Section V.A.2): Proposer has provided responses to all items in the Qualifications Section of this RFP; proposers will be ranked according to:

- Years and quality of experience in similar and relevant businesses;
- Proven performance of the proposing entity as a whole;
- Proven performance and qualifications/experience of each member of its proposed management team;
- Demonstrated ability to successfully operate all aspects of a similar business;
- Track record of creative, innovative, resourceful management.
- Evidence to sustain the financing of the operation.

Rank	Score	Rank	Score
1. Best Proposal	25 points	5. Fifth Best	17 - 18 points
2. Second Best	23 - 24 points	6. Sixth Best	15 - 16 points
3. Third Best	21 - 22 points	7. Seventh Best	13 - 14 points
4. Fourth Best	19 - 20 points	8. Eighth Best	11 - 12 points

Proposed Business Plan For This Concession (20 points possible)

(Section V.A.3): The proposer's plan for the Concession, as presented in the proposal, demonstrates an understanding of the City's objectives and requirements as identified in this RFQ, meets or exceeds the objectives and requirements, and demonstrates the ability and clear commitment to implement the components of the plan in a comprehensive and effective manner. The plan will be ranked according to:

- Soundness of planning;
- Thorough, well-articulated, specific responses to proposal items;
- Alignment to City's mission and goals;
- Quality of services, products, and merchandise to be offered;
- Price schedules and pricing policies;
- Professional and employee staffing, qualifications, and training plans;
- Customer service plans;
- Marketing, promotion, and advertising;
- Other restaurant-related services and/or amenities;
- Realistic and achievable financial projections and planning;
- demonstrates financial capability to have positive cash flow and sustain the operation as proposed;
- financial planning is supported by all elements of the proposal.

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	20 points	5. Fifth Best	12 - 13
2. Second Best	18 - 19 points	6. Sixth Best	10 - 11
3. Third Best	16 - 17 points	7. Seventh Best	8 - 9 points
4. Fourth Best	14 - 15 points	8. Eighth Best	6 - 7 points

On-Going Refurbishment, Improvements, and Maintenance (10 points)

(Section V.A.5): The proposal describes the plans for on-going refurbishment, improvements, and maintenance of equipment and furnishings used in this Concession. Proposals will be ranked according to:

- Appropriateness and soundness of plan;
- Verification of proposal to include a minimum amount accompanied by a monthly schedule of expenditures.

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	10 points	5. Fifth Best	3 points
2. Second Best	8-9 points	6. Sixth Best	2 points
3. Third Best	6-7 points	7. Seventh Best	1 point
4. Fourth Best	4-5 points	8. Eighth Best	0 points

Concession Improvements (10 points)

(Section V.A.6): The proposal describes in detail proposer's plan for any improvements proposed for this Concession, contains all information requested herein, and meets or exceeds all requirements. Proposals will be ranked according to:

- Sound, practical, and sustainable improvements for the facility;
- Feasibility; potential to be completed within the proposed time and budget;
- Monetary value; amount of investment;
- Potential to increase revenue and service;
- Sound planning;
- Demonstrated awareness of applicable laws and requirements (such as Americans With Disabilities Act requirements, building permits, etc.);
- Demonstrated awareness of environmental impact;
- Thorough, well-articulated plans.

<u>Rank</u>	<u>Score</u>	<u>Rank</u>	<u>Score</u>
1. Best Proposal	10 points	5. Fifth Best	3 points
2. Second Best	8 -9 points	6. Sixth Best	2 points
3. Third Best	6 - 7 points	7. Seventh Best	1 point
4. Fourth Best	4 - 5 points	8. Eighth Best	0 points

B. Evaluation and Recommendation

1. Review of Proposals

Responsive proposals will be scored in each of the criteria above and ranked according to scores. A comprehensive evaluation of the proposals by a panel of City and/or non-City employees will be conducted.

Furthermore, the City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each proposer and any information contained in its proposal.

2. Project Proposal Evaluation Criteria

All proposals will be evaluated solely on the basis of the criteria listed above and the ranking of any outside expert review panel will serve as a basis to formulate the Director's recommendation, setting forth the reasons for recommendation in the City Council

VII. COMPLIANCE DOCUMENTS

This is a new RFQ for a new Concession Agreement. Previous compliance document

submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFQ process, all proposers are to review, complete, and submit the following compliance documents.

Additional information regarding some compliance documents may be available on the City website. If a proposer requests additional information or clarification from the City, the request and the City response shall be sent to all proposers via fax or email. Exemptions from certain ordinances may also apply. The City reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your proposal:

EXHIBIT A - FALSE CLAIMS FORM

EXHIBIT B - CIVIL LITIGATION HISTORY

Only the Concessionaire selected for award of the contract shall submit the following additional required items prior to execution of an Agreement with the City (Within 30 working days of notification by Department):

- a. Americans with Disabilities Act Certification
- b. Business Tax Registration Certificate
- c. Certification of Compliance with Child Support Obligations
- d. Contractor Responsibility Ordinance, Pledge of Compliance
- e. City-approved Proof of insurance
- f. City approve Performance Deposit
- g. Residence Information (location of selected concessionaire's headquarters and percentage of workforce residing in Huntington Park).
- h. Slavery Disclosure Affidavit

References

All qualified Proposers must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information supply the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.

Parts and Materials

All parts and materials required in the performance of this specification shall be charged on the basis of the manufacturer's or jobber's list price, less a fixed discount percentage rate that the firm must identify in the Proposal submission. The City of Huntington Park reserves the right, should it deem necessary, to inspect the bidder's discount procedure, either prior to or after the contract has been awarded. The Proposer will be required to show the discount rate allowed on each and every invoice.

VIII. PROPOSAL SUBMITTAL

Three (3) hard copies and one (1) electronic copy of the proposal shall be presented in an envelope or package. Hard copies should be bound and an electronic copy shall be provided on flash drive that will include the name of the proposer and the title of the RFQ. The electronic file shall be in Portable Document Format (PDF). The envelope shall bear the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Proposals can be hand delivered or mailed to the address listed above.
Proposals will not be accepted by fax or e-mail.
The proposal shall be delivered to the above address.

IX. STAFF CONTACT

For inquiries, please contact Josette Espinosa, Parks and Recreation Director by email at jespinosa@hpcg.gov.

Issued by:

CITY OF HUNTINGTON PARK
CITY MANAGER'S OFFICE

Edgar Cisneros
City Manager

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EXHIBIT A
FALSE CLAIMS FORM
CITY OF HUNTINGTON PARK

City Hall
6550 Miles Avenue
Huntington Park, California 90255

False Claims / False Claims Act Certification
Concessionaire Services

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and state)

By _____
(Signature of Person Responsible for Submitting Proposal
on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: _____

- (2) Identity of tribunal or court and case name or number, if any: _____

- (3) Government Contract or project involved: _____

- (4) Government agency involved: _____

- (5) Amount of fine imposed: _____
- (6) Exculpatory Information: _____

DECLARATION

I, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and state)

By _____
(Signature of Person Responsible for Submitting Proposal
on behalf of Proposer)

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EXHIBIT B

**CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, California 90255
Civil Litigation History/Civil Litigation Certification
Concessionaire Services**

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Huntington Park, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and state)

By _____ (Signature of Person Responsible for Submitting Proposal on the behalf of Proposer).

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

(2) Court case identification number: _____

(3) Jurisdiction in which case was filed: _____

(4) Outcome of the case: _____

(5) Name of Case: _____

(6) Court case identification number: _____

(7) Jurisdiction in which case was filed: _____

(8) Outcome of the case: _____

DECLARATION

I, am the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and state)

By: _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

REVISED

April 5, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

SELECT AND APPROVE AWARD OF CONTRACT FOR GRAFFITI REMOVAL AND BUS STOP MAINTENANCE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Select the service provider for Graffiti Removal and Bus Stop Maintenance Services;
2. Approve award of contract services agreement for a base contract amount annually with a maximum of two 1-year extensions of term;
3. Authorize City Manager to execute the agreement; and
4. Encumber the remaining portion of the annual contract amount for 2015-2016 for the payment of Graffiti removal and Bus Stop Maintenance Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) currently contracts graffiti removal from various surfaces on private, residential, commercial, industrial and public property in the City. Graffiti Protection Company (GPC) is the City's current graffiti removal service contractor. The contract expired on May 1, 2009, but was continued on a monthly basis under the same terms.

The City currently contracts bus stop and shelter maintenance services. GPC is the current bus stop maintenance services contractor for a portion of the scope of work that is included in this contract, the rest is addressed by city staff. The contract expired on December 31, 2014, but was continued on a monthly basis under the same terms.

SELECT AND APPROVE AWARD OF CONTRACT FOR GRAFFITI REMOVAL AND BUS STOP MAINTENANCE SERVICES

April 5, 2016

Page 2 of 3

As part of the solicitation of the Graffiti Removal and Bus Stop Maintenance service contractor, staff conducted two requests for proposals on August 20, 2015 and on November 6, 2015. During the 1st publication, 15 companies requested the Request for Proposal (RFP) packages and 2 proposals were received. On the 2nd publication, 8 companies requested the RFP and 1 proposal was received.

The qualified bidder's proposals were are as follows:

NAME	GRAFFITI REMOVAL	BUS STOP MAINTENANCE
Graffiti Protective Coating, Inc (GPC)	\$388,200	\$73,680
Jaaz	\$255,000	\$140,000
Nationwide Environmental Services	*\$472,399.20	\$111,462

*Additional Cost – Paint to be provided by the City

FISCAL IMPACT/FINANCING

Funds for the graffiti removal and bus stop maintenance services are currently budgeted for FY 15/16 in amounts sufficient to cover the costs for the remainder of the fiscal year in the following accounts:

CBDG	239-8095-431.56-75
General Fund	111-8095-431.56-75
Prop C	220-8070-431.56-41

The current annual fees for these services total \$450,175.44.

The current monthly contract fees for services total \$37,514.62.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract effective date will be May 1, 2016 with two, optional, 1-year extensions of term.

**SELECT AND APPROVE AWARD OF CONTRACT FOR GRAFFITI REMOVAL AND
BUS STOP MAINTENANCE SERVICES**

April 5, 2016

Page 3 of 3

CONCLUSION

Upon Council approval and selection of service provider Council deems most qualified, award the contract services agreement for Graffiti Removal and Bus Stop Maintenance, Encumber remaining portion of contract amount for FY 15-16 and authorize City Manager to execute the Contract.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Michael Ackerman
City Engineer

ATTACHMENTS

- A. Sample Contract Services Agreement (Graffiti Removal Agreement and Bus Stop Maintenance Agreement)
- B. Exhibit A - Scope of Services
- C. Scope of Services Supplemental Questionnaires

ATTACHMENT "A"



GRAFFITI REMOVAL AND BUS STOP MAINTENANCE SERVICES

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and [___REPLACE WITH NAME OF CONTRACTOR___], a [___REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.____] (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

I.

ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of 1 year. Commencing from May 1, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum two 1 year extensions of term, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section

shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A, in accordance with the compensation schedule which is [_____] THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT [_____] (hereinafter, the "Approved Rate Schedule").

- A. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [_____] REPLACE WITH NOT-TO-EXCEED SUM [_____] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a

period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, Director of Public Work, Engineer and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR

shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY

has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR

expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement

on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably

cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to

prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

[REPLACE WITH Business Name of CONTRACTOR_]

[REPLACE WITH Business Address_]

Attn: [REPLACE WITH Name/Title of CONTRACTOR'S chief contact _]

Phone: [REPLACE WITH Phone Number_]

Fax: [REPLACE WITH Fax Number_]

Email: [If available, REPLACE WITH e-mail or simply delete_]

CITY:

City of Huntington Park

Engineering and Public Works Dept.

6550 Miles Avenue

Huntington Park, CA 90255

Attn: Michael Ackerman

Phone: (323) 584-6253

Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR:** CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.

6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

[REPLACE WITH BUSINESS NAME OF CONTRACTOR, E.G., ACME CORP.]:

By: _____
 Edgar Cisneros,
 City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

ATTACHMENT "B"

EXHIBIT A SCOPE OF SERVICES

The Bus Stop scope of services is divided into three Services Area Categories A, B, and C. Each category level varies depending upon the frequency of service (see Attachment "A"). The contractor is to furnish all labor, materials (excluding water), tools equipment and supervision. The Contractor shall provide permits required by any government agency regarding bus stop cleaning for the City. Subcontractors shall be approved by the City's Public Works Department prior to commencing work. The winning Contractor shall be required to conduct a pre-award work sample to show competence. The City reserves the right to increase or decrease the number of bus stops, frequency or scope of services at no additional cost to the City. The scope of services includes all (approximately: 91) bus stops located within the City. All stops are categorized into three categories: A, B, and C type stops, which are based on the type of structure, signage, and other amenities such as benches, trash receptacles, pavement style, and the frequency of service.

Service Level Category A

Category A bus stops are typically located in the most heavily trafficked areas of the City. This category most frequently consist of a bus sign, benches, trash receptacles and/or a shelter. There are approximately 51 Category A bus stops within the City (see Attachment A). The following is the Scope of Services and the frequency in which the work shall be performed:

Steam clean (not rinse) the bus stop hardscapes once a week; this includes the shelter, bus bench, pole signage posts, signs and trash receptacles; the steam clean operation shall include the removal of all graffiti, litter, gum, grease, and stains with the bus stop zone area. The bus stop zone area is approximately 20 feet in length and a width equal to the City right of way (ROW), which approximately extends from the gutter to the Sidewalks far edge. Empty all refuse receptacles within the bus zone area. This includes replacing of the trash cans liners with black liners. All trash collected can be disposed of at the City of Huntington Park's City Yard. All pressure washing equipment used shall be a minimum of five (5), gallons per minute (3,000 psi) of water only, no detergent and /or any chemicals, and produce a temperature of not less than 180 degrees. After steam cleaning, rinse entire shelter with de-ionizing water to eliminate water spots. Dry excess dripping water from the shelter horizontal understructure. Deodorize shelter and remove unauthorized postings affixed to any part of the shelter or signage. Missing bus stop poles and/or signs shall be reported to the Public Works Department with 24 hours. Remove and report any graffiti to Public Works within 24 hours.

Service Level Category B

Category B bus stops are typically characterized by bus bench(s), trash receptacle(s) and sign(s); there are approximately 18 Category B locations within the City (see Attachment A). The scope of service for Category B is the same as Category A with the exception that the frequency of cleaning shall be every other week.

Service Level Category C

Category C bus stops are typically characterized by a sign and trash receptacle. There are approximately 25 Category C locations within the City (see Attachment A). The scope of service for Category C is the same as Category A with the exception that the frequency of cleaning shall occur monthly.

ATTACHMENT A

No.	Address	Location	Category A	Category B	Category C	Categories
1	3471	N/S of Florence W/O Salt Lake	X			A
2	3470	S/S of Florence W/O California			X	C
3	3401	N/S of Florence W/O Bissell	X			A
4	3420	S/S of Florence W/O Bissell	X			A
5	3205	N/S of Florence W/O State	X			A
6	3234	S/S of Florence E/O State	X			A
7	3203	N/S of Florence E/O Plaska		X		B
8	3416	S/S of Florence W/O State	X			A
9	3101	N/S of Florence E/O Mission Place	X			A
10	3100	S/S of Florence W/O Mission Place	X			A
11	3036	S/S of Florence between Cedar & Arbutus	X			A
12	2911	N/S of Florence E/O Mountain View	X			A
13	2721	N/S of Florence W/O Stafford	X			A
14	2667	N/S of Florence E/O Rita	X			A
15	2545	N/S of Florence W/O Pacific	X			A
16	2543	N/S of Florence E/O Rugby	X			A
17	2507	N/S of Florence E/O Malabar	X			A
18	2323	N/S of Florence W/O Santa Fe	X			A
19	2111	N/S of Florence E/O Alameda	X			A
20	1957	N/S of Florence E/O Wilson		X		B
21	1903	N/S of Gage E/O Wilmington	X			A
22	2010	S/S of Gage E/O Alameda		X		B
23	2200	S/S of Gage E/O Albany			X	C
24	2125	N/S of Gage W/O Albany			X	C
25	2316	N/S of Gage W/O Santa Fe	X			A
26	2416	S/S of Gage E/O Santa Fe	X			A
27	2480	S/S of Gage W/O Malabar	X			A
28	2501	N/S of Gage E/O Malabar	X			A
29	2606	S/S of Gage E/O Pacific	X			A
30	2607	N/S of Gage E/O Pacific	X			A
31	2670	S/S of Gage W/O Seville	X			A
32	2701	N/S of Gage E/O Seville	X			A
33	2822	S/S of Gage W/O Miles	X			A

34	2851	N/S of Gage E/O Miles	X			A
35	2970	S/S of Gage W/O Marconi	X			A
36	2967	N/S of Gage W/O Marconi	X			A
37	3084	S/S of Gage W/O State	X			A
38	3101	N/S of Gage E/O Salt Lake	X			A
39	3224	S/S of Gage W/O Hood	X			A
40	3231	N/S of Gage E/O Hood	X			A
41	3290	S/S of Gage W/O Hollenbeck			X	C
42	3303	N/S of Gage E/O Hollenbeck	X			A
43	3382	S/S of Gage W/O Salt Lake	X			A
44	2461	N/S of Gage E/O State	X			A
45	3090	S/S of Slauson W/O State	X			A
46	3000	N/S of Slauson - E/O of Bickett St			X	C
47	3001	S/S of Slauson - E/O of Bickett St			X	C
48	2801	N/S Slauson – W/O Soto Ave		X		B
49	2780	S/S of Slauson – W/O Templeton St	X			A
50	2675	N/S of Slauson - W/O Seville Ave		X		B
51	2674	S/S of Slauson - W/O Seville Ave	X			A
52	2600	S/S of Slauson - E/O Pacific	X			A
53	2580	S/S of Slauson - W/O Pacific Ave	X			A
54	2581	N/S Slauson - W/O Pacific Ave	X			A
55	2401	N/S of Slauson - E/O Santa Fe Ave	X			A
56	2360	S/S of Slauson - W/O Santa Fe Ave	X			A
57	2020	S/S of Slauson - W/O Regent			X	C
58	1900	S/S of Slauson - W/O Alameda		X		B
59	6407	W/S of Santa Fe - S/O Gage Ave		X		B
60	6601	W/S of Santa Fe - S/O Zoe		X		B
61	6602	E/S Santa Fe - S/O Zoe Ave		X		B
62	6905	W/S Santa Fe - S/O Saturn		X		B
63	6822	E/S of Santa Fe - N/O Saturn Ave		X		B
64	6000	E/S of Pacific – S/O Belgrave	X			A
65	5965	W/S of Pacific - N/O Belgrave	X			A
66	5901	W/S of Pacific – S/O Slauson	X			A

67	5900	E/S of Pacific – S/O Slauson Ave	X			A
68	5861	W/S of Pacific - N/O Slauson Ave	X			A
69	5702	E/S of Pacific - S/O 57th St	X			A
70	5621	W/S of Pacific - N/O 57th St	X			A
71	5420	E/S of Pacific - N/O 55th St	X			A
72	5225	W/S of Pacific - N/O 55th St	X			A
73	6901	W/S of State - S/O Slauson	X			A
74	7221	W/S of State - N/O Walnut			X	C
75	7420	W/S of State - N/O Live Oak			X	C
76	7653	W/S of State - S/O Hope		X		B
77	7620	E/S of State - N/O Hope			X	C
78	7722	W/S of State - N/O Olive			X	C
79	7719	E/S of State - N/O Olive		X		B
80	7865	W/S of State - N/O Broadway	X			A
81	7900	E/S of State - S/O Broadway		X		B
82	8021	W/S of State - N/O Santa Ana	X			A
83	8020	E/S of State - N/O Santa Ana		X		B
84	3259	N/S of Santa Ana - E/O State		X		B
85	3475	N/S of Santa Ana - W/O California Ave.		X		B
86		W/S of State St S/O 61st.			X.	C
87		N/S of Slauson E/O Templeton		X		B
88		N/S of Santa Ana between State and California Ave.			X	C
89		N/S of Santa Ana E/O Otis			X	C
90		N/S of Gage W/O Alameda			X	C
91		E/S of State N/O Live Oak			X	C

GRAFITTI REMOVAL SERVICES

MINIMUM REQUIREMENTS GRAFFITI REMOVAL

- C-33 Contractor's License.
- Insurance as required by the City of Huntington Park. This includes Worker Compensation Insurance encompassing all employees.
- All vehicles, equipment, tools and materials necessary for safe and effective graffiti removal.
- The Contractor will remove graffiti within 8 working hours after assignment by the City. All graffiti identified by the Contractor must be removed within 24 working hours. Any graffiti containing obscenities shall be removed immediately on identification or assignment.
- The Contractor will have and use reclamation equipment to prevent water used in the graffiti removal process from entering storm drains. Such water shall be disposed of properly.
- Contractor must have appropriate equipment to remove graffiti from hard to reach areas including elevated structures.
- Contractor's vehicle must be labeled with Contractor's business name.

WORK PERFORMED BY COMPANY OR INDIVIDUAL

A crew is defined as one individual operating a marked service truck for the purpose of the removal of graffiti in the City of Huntington Park.

- Contractor is to provide 2 crews; best defined as 2 full time marked trucks with 1 operator per truck, 8 hours a day, 7 days a week with a minimum of 8 staggered working hours per day (consisting of two separate shifts per crew with the first shift commencing at 5:00 a.m. in the City of Huntington Park) with an option to increase the number of crews on an hourly rate when needed by the City of Huntington Park.
- Crews are to clean all commercial and residential streets, private residents, parking lots, alleys, two story buildings (first and second floors) and water well sites within the City limits.
- Contractor is to patrol streets as part of daily routine to seek and remove all visible vandalism. During patrols, Contractor is to remove all graffiti no matter how small including but not limited to walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, water facilities, roofs, sewer lids, vents, streets, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, such stickers, mail boxes, banners, buildings, and all graffiti as directed.

- City is seeking to maintain the highest standard possible. Paint must be professional matched to existing color. Sidewalks, natural brick and stone must be pressure washed or removed in a manner not to harm surfaces. Damage to surfaces and any damage caused by contractor shall be repaired immediately at the contractor sole expense, without reimbursement from the City. Contractor is to secure a 24-hour response time in removing the graffiti from when the initial request is made.
- Contractor *MUST* provide a total of 10 hours of supervision per week as determined by City staff in consultation with the Contractor. Contractor is to provide verified worksheets from all trucks which must include graffiti removal sites, type of graffiti removed, approximate square footage, time-in, and time-out.
- Contractor must also perform a weekly cleaning of approximately eight (8) City-owned trash dumpster enclosures. A high-pressure steam cleaner must be used to clean dirt, grease, grime, graffiti, and the like from the interior and exterior walls of the enclosures and the grounds of the enclosures, up to a 5' radius from the walls of the trash enclosures. City is seeking to maintain these designated trash dumpster enclosures to the highest standard possible. Frequency of cleaning is subject to change upon the need of the City.
- Contractor to provide all equipment, tools, and other materials to complete trash dumpster enclosure cleaning as specified.

The Contractor will:

- Identify each graffiti incident using a City provided graffiti removal request form.
- Provide a daily list of each graffiti incidents removed by each crew.
- Provide a daily total of graffiti incidents removed by each crew.
- Carry a cellular phone and respond to calls.
- Immediately remove graffiti incidents containing obscenities of any type.

The Contractor agrees to provide a performance bond for the full amount of the contract, upon award of the contract.

WEB BASED WORK ORDER MANAGEMENT SYSTEM

- a. Contractor shall provide a real-time web based work order system for receiving, tracking, and closing work orders which City personnel may access. System must allow multiple photos per work order number.
- b. Work order shall include:
 - (1) Location or address;
 - (2) Before and after photos;

- (3) Date of work order creation;
 - (4) Date abatement performed;
 - (5) Response time in hours;
 - (6) City department;
 - (7) City contact name;
 - (8) Date of request;
 - (9) Date of work performed;
 - (10) Square footage;
 - (11) Surface type;
 - (12) Public or private property;
 - (13) Brief description of graffiti;
 - (14) Description of remedy; and
 - (15) Gang tag ID.
- c. Work order system shall include personalized and secure client logins, and City personnel may monitor City work orders and projects.
- d. Location shall include a Global Positioning System (GPS) link attached to Google or other commonly used online mapping application.
- e. Web based system must be able to show:
- (1) All work order status;
 - (2) Maps of zones as provided by City;
 - (3) Response time to work orders;
 - (4) Cost by zones;
 - (5) Square footage cleaned by zones;
 - (6) Custom graphs;
 - (7) Custom reports; and
 - (8) Maps in Google Earth.
- f. The City shall have access to this data following completion of work order for a period of three (3) years.
- g. The graffiti data system shall import up to 15,000 locations as street addresses

and perform geocoding for all locations to gain GPS coordinates. The locations shall be stored in a data base and indexed for geospatial searching. The graffiti technician's mobile application shall allow work order creation only for valid City of Huntington Park locations.

Mobile Application Tool

- a. Contractor shall provide a mobile application free for City personnel and the general public.
- b. This application shall allow for the submission of photos of graffiti electronically into Contractor's Work Order System.
- c. Reporting party will automatically receive an electronic response with before and after photos once the work has been completed.
- d. This application will be available on different platforms, including, but not limited to Apple iPhone and Google Android mobile devices.
 - (1) Mobile requests are to be electronically submitted to work order system and assigned a work order number in real time.
 - (2) Upon job completion a "Thank You" note with before and after photos are to be transmitted electronically to the resident's email address.
 - (3) Responding email must have a feedback link to an electronic survey that allows residents to rate services and response time.
 - (4) Application shall have the flexibility to allow reporting of other Public Service Requests.
 - (5) Application must be available on the Apple Store and Android marketplace at the sole cost of the Contractor.

Contractor must be able to demonstrate all aspects of the web based work order system and mobile application through a working version of software prior to award of contract, and must include Smartphone Application names and contact information for municipal customers.

Emergency Responses

The City will have direct cell phone contact to the project manager, the assistant project manager, Contractor's President, as well as the 24-hour answering service that will be linked to the local office. Contractor shall guarantee a 1-hour or less response to all emergency requests.

ATTACHMENT "C"

**Graffiti Removal and Bus Stop Maintenance Services
Finanlist Questions**

GPC

Bus Shelter Maintenance

- 1) How many vehicles will be dedicated to clean bus shelters? One

- 2) Please provide a description of the vehicles, make/model/year. Late model Chevy 3500 stakebed with custom set-up for bus shelter maintenance. See proposal for greater details.

- 3) How many employees will be assigned? One full time with back up staff as needed.

- 4) How many supervisors will be assigned? One

- 5) What are the hours of operation? 5:00 am to 1:00 pm

- 6) What are the days of operation? Monday, Wednesday, Friday

- 7) Please describe your pressure washing procedures. Steam clean to remove all gum and debris. See proposal for more details.

- 8) What are your wastewater recovery plans and procedures? Closed loop wastewater recovery equipment is mounted on the truck.

- 9) What is your procedure or how do you plan for holidays and special events? We have multiple staff trained in bus shelter maintenance, so someone will always be assigned to the project on the contracted days.

Graffiti

- 1) How many vehicles dedicated to graffiti abatement? Two

- 2) Please provide a description of the vehicles, make/model/year. Late model Chevy 2500 long bed trucks with custom equipment for graffiti removal. See proposal for greater details.

- 3) How many employees will be assigned? Two full time and two part time with additional back up staff as needed.
- 4) How many supervisors will be assigned? One
- 5) What are the hours of operation? 6am to 2pm
- 6) What are the days of operation? 7 Days per week
- 7) Will you have a dedicated toll-free phone number to report graffiti? Yes
- 8) What is your procedure or how do you plan for holidays and special events?
We have multiple staff trained in graffiti removal, so someone will always be assigned to the project on the contracted days.

Company Background

- 1) What is your process for employee time-keeping? Please provide a sample timecard and check stub which identifies hours worked, regular pay, overtime, sick pay, etc. Weekly time sheets filled out and signed by employee. Sample attached.
- 2) Where is your yard located?
Bell, California
- 3) Are your vehicles inspected and maintained at your yard?
They are maintained by qualified mechanics at reputable shops. Employees perform a safety check of vehicle each day before starting work.
- 4) Where will your vehicles assigned to the City of Huntington Park be parked/stored?
Bell, California
- 5) Where is your local office?
Bell, California

Cost

- 1) Please separate your bid amount totals for bus shelter maintenance and graffiti abatement services.

Bus Shelters- \$73,680/YR Graffiti Removal- \$388,200/YR

Graffiti Protective Coatings, Inc.
 419 N. Larchmont Blvd. #264
 Los Angeles, CA 90004

Direct Deposit

Employee Pay Stub

Check number: DD3840

Pay Period: 02/20/2016 - 02/26/2016

Pay Date: 03/04/2016

Employee

SSN

Earnings and Hours	Qty	Rate	Current	YTD Amount
Santa Ana Paint Reg	40:00	40.94	1,637.60	13,018.92
Santa Ana Paint Sat/OT	2:30	54.59	136.48	1,746.91
Holiday Pay				120.00
Sick Pay				240.00
Santa Ana Paint Sun/Hol				900.74
	42:30		1,774.08	16,026.57
Deductions From Gross			Current	YTD Amount
125 Health Insurance Plan			-17.28	-138.24
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-308.00	-2,805.00
Social Security Employee			-108.93	-985.08
Medicare Employee			-25.47	-230.38
CA - Withholding			-113.77	-1,031.83
CA - Disability Employee			-15.81	-142.99
			-571.98	-5,195.28
Net Pay			1,184.82	10,693.05

Direct Deposit	Amount
Direct Deposit	1,184.82

Paid Time Off	Earned	YTD Used	Available
Vacation	0:46		6:54

Non-taxable Company Items	Current	YTD Amount
Company Paid Health Insurance	53.09	424.72

Memo

Direct Deposit

Graffiti Protective Coatings

419 N. Larchmont Blvd.
 Suite #264
 Los Angeles, CA 90004

CITY OF SANTA ANA

Weekly Employee Time Sheet

Employee Name: _____
 Week Starting: 2-20-16
 Week Ending: 2-26-16
 Pay Date: 3-4-16

Day of Week	Time In	Time Out	Meal In	Meal Out	Total Hrs	Regular Hrs	Overtime Hrs	Sick Hrs	Vacation Hrs
Sat									
Sun									
Mon	6:00	10:00	10:30	3:00	8	8	.5		
Tue	6:00	10:00	10:30	3:00	8	8	.5		
Wed	6:00	10:00	10:30	3:00	8	8	.5		
Thur	6:00	10:00	10:30	3:00	8	8	.5		
Fri	6:00	10:00	10:30	3:00	8	8	.5		
Total:					40		2.5		

Rate: _____
 Total (\$): _____

Employee Signature: _____

Date: 2-26-16

By signing above I confirm that I have accurately recorded my hours for the pay period. Also, by signing above I confirm that I have taken my required breaks and meal times for each day in the pay period and I confirm that I am in good health and I have not been injured on the job in the above pay period.

Al mejor de mi conocimiento yo confirmo que he registrado mis horas de trabajo para este periodo de pago. Tambien con firmar arriba confirmo que he tomado mis tiempos de descanso y horas de comida para cada periodo de pago y puedo confirmar que estoy en buena salud y que no he sido lesionado en el trabajo para el periodo de pago indicado.

**Graffiti Removal and Bus Stop Maintenance Services
Finanlist Questions**

JAAZ

Bus Shelter Maintenance

- 1) How many vehicles will be dedicated to clean bus shelters?
2 vehicles at all times

- 2) Please provide a description of the vehicles, make/model/year.
We will purchase brand new vehicles.

- 3) How many employees will be assigned?
4

- 4) How many supervisors will be assigned?
2, one per shift

- 5) What are the hours of operation?
Industrial and downtown areas would be from 9pm to 5am. All others will be from 8:00am to 4:00pm

- 6) What are the days of operation?
Monday thru Saturday

- 7) Please describe your pressure washing procedures.
Areas with chewing gum we will pressure wash with hot water. All other areas with cold water.

- 8) What are your wastewater recovery plans and procedures?
All equipment it's equip with either recyclable or recovery tank.

- 9) What is your procedure or how do you plan for holidays and special events?
According to the City needs.

Graffiti

- 1) How many vehicles dedicated to graffiti abatement?
2 vehicles

- 2) Please provide a description of the vehicles, make/model/year.
We will purchase brand new vehicles.

- 3) How many employees will be assigned?
3

- 4) How many supervisors will be assigned?
1

- 5) What are the hours of operation?
7:00am to 3:00pm and as need it
- 6) What are the days of operation?
Monday thru Saturday
- 7) Will you have a dedicated toll-free phone number to report graffiti?
Yes
- 8) What is your procedure or how do you plan for holidays and special events?
As need it by the City

Company Background

- 1) What is your process for employee time-keeping? Please provide a sample timecard and check stub which identifies hours worked regular pay, overtime, sick pay, etc.
- 2) Where is your yard located?
We are a small business; we keep our trucks at 7125 Garfield Ave Bell Gardens Ca 90201
- 3) Are your vehicles inspected and maintained at your yard?
Yes
- 4) Where will your vehicles assigned to the City of Huntington Park be parked/stored?
Once we obtain the contract we will lease a new location within the City of Huntington Park.
- 5) Where is your local office?
7125 Garfield Ave Bell Gardens Ca 90201

Cost

- 1) Please separate your bid amount totals for bus shelter maintenance and graffiti abatement services.
Bus Shelter Maintenance \$140,000.00 a year
Graffiti Abatement \$255,000.00 a year

Graffiti Removal and Bus Stop Maintenance Services
Finalist Questions
NATIONWIDE ENVIRONMENTAL SERVICES

Bus Shelter Maintenance

- 1) How many vehicles will be dedicated to clean bus shelters?
1 Primary & 1 Back-up

- 2) Please provide a description of the vehicles, make/model/year.
Brand New 2016 Isuzu NPR (customized)

- 3) How many employees will be assigned?
2 Primary & 2 Back-up

- 4) How many supervisors will be assigned?
1 Supervisor

- 5) What are the hours of operation?
10:00 PM to 10:00 AM

- 6) What are the days of operation?
Monday through Saturday

- 7) Please describe your pressure washing procedures.
The hardscape area will be cleaned with a surface scrubber powered by a pressure washer to prevent staining of the hardscape (concrete). We will remove all surface graffiti, stains, gum, & debris.
The bus shelters and benches will be cleaned with a 1500 PSI pressure washer with water temperature at 200 degrees to minimize damage to the surface. Employees will also wipe down and deodorize the area.

- 8) What are your wastewater recovery plans and procedures?
NES adheres to all NPDES guidelines. In addition, vehicles are equipped with wastewater recovery systems. All employees are trained by a **certified** wastewater discharge inspector.

- 9) What is your procedure or how do you plan for holidays and special events?
Upon the approval of the City, NES will make-up missed days either the day before or day after a holiday. Service cycles will not be missed.
NES is available 24/7 to handle special service requests.

Graffiti

- 1) How many vehicles dedicated to graffiti abatement?
2 Primary and 1 Back-up

- 2) Please provide a description of the vehicles, make/model/year.
2 Brand New 2016 Isuzu NPR (customized)

Graffiti Removal and Bus Stop Maintenance Services
Finalist Questions
NATIONWIDE ENVIRONMENTAL SERVICES

- 3) How many employees will be assigned?
4 Primary and 2 Back-up
- 4) How many supervisors will be assigned?
1 Supervisor
- 5) What are the hours of operation?
6:00 AM to 4:30 PM
- 6) What are the days of operation?
Monday through Saturday
- 7) Will you have a dedicated toll-free phone number to report graffiti?
Yes, 24/7 live graffiti hotline will be available.
- 8) What is your procedure or how do you plan for holidays and special events?
NES will provide an extra crew the day after a holiday
NES is available 24/7 to handle special service requests

Company Background

- 1) What is your process for employee time-keeping? Please provide a sample timecard and check stub which identifies hours worked, regular pay, overtime, sick pay, etc.
All employees are provided with an access code to log-in their hours via an electronic timekeeping system. Please see attachment.
- 2) Where is your yard located?
11914 Front Street, Norwalk, CA 90650
- 3) Are your vehicles inspected and maintained at your yard?
Yes, all vehicles are inspected and maintained on a daily basis
- 4) Where will your vehicles assigned to the City of Huntington Park be parked/stored?
11914 Front Street, Norwalk, CA 90650
- 5) Where is your local office?
11914 Front Street, Norwalk, CA 90650

Cost

- 1) Please separate your bid amount totals for bus shelter maintenance and graffiti abatement services.
Bus Stop Maintenance = \$111,462.00
Graffiti Abatement = \$472,399.20 – 6 Days a Week (Based on 2 Primary Vehicles and 4 Primary Employees)
Graffiti Abatement = \$393,666.00 – 5 Days a Week (Based on 2 Primary Vehicles and 4 Primary Employees)

Employee Timecard -

Primary Sort By: Department(G3)

02/08/2016 - 02/21/2016 [14 days]

Employee ID [REDACTED]	Full Name [REDACTED]	Department (G3) 005
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Time Card

Date	IN	OUT	Reg Hrs	OT-1	Daily Total	In Ex	Paycode	OT-2
02/08/2016 Mon	06:26AM	10:32AM	4.1000000					
	11:03AM	03:15PM	3.9000000	0.30	8.30	M 31		
02/09/2016 Tue	06:28AM	10:29AM	4.0167000					
	11:03AM	03:34PM	3.9833000	0.53	8.53	M 34		
02/10/2016 Wed	06:28AM	10:01AM	3.5500000					
	10:33AM	03:21PM	4.4500000	0.35	8.35	M 32		
02/11/2016 Thu	06:28AM	10:36AM	4.1333000					
	11:07AM	03:18PM	3.8667000	0.32	8.32	M 31		
02/12/2016 Fri	06:29AM	10:30AM	4.0167000					
	11:10AM	04:33PM	3.9833000	1.40	9.40	M 40		
02/13/2016 Sat	06:54AM	11:00AM		4.10				
	11:32AM	02:10PM		2.63	6.73	M 32		
02/15/2016 Mon	07:00AM	11:07AM	4.1167000					
	11:38AM	03:29PM	3.8500000		7.97	M 31		
02/16/2016 Tue			8.0000000		8.00		5 [SPAY]	
02/17/2016 Wed	03:56AM	07:59AM	4.0500000					
	08:30AM	03:07PM	3.9500000	2.67	10.67	M 31		
02/18/2016 Thu	06:29AM	10:29AM	4.0000000					
	11:01AM	03:01PM	4.0000000		8.00	M 32		
02/19/2016 Fri	06:27AM	10:48AM	4.3500000					
	11:20AM	03:15PM	3.6500000	0.27	8.27	M 32		
02/20/2016 Sat	06:55AM	11:05AM	4.1667000					
	11:36AM	02:01PM	2.4167000		6.58	M 31		

Summary - [REDACTED]

Paycode	Department	Reg Hrs	OT1 - OT-2	Total Hrs	Accrual				
					Prior Bal	Adjust	Used	Earned	Available
0 [WKHR]	005[Graffiti Pers]	78.55	12.57	91.12					
5 [SPAY]	005[Graffiti Pers]	8.00		8.00	24.00		8.00		16.00
TOTALS		86.55	12.57	99.12	24.00		8.00		16.00

I CERTIFY THE ABOVE INFORMATION TO BE CORRECT

X 
Employee Signature

X 
Supervisor Signature

**NATIONWIDE ENVIRONMENTAL SERVICES
A DIV. OF JOE'S SWEEPING, INC.**

10057

Employee ID: [REDACTED]
Social Sec #: [REDACTED]

	This Check	Year to Date		Hours	Rate	Total
Gross	1,317.57	4,890.07	Regular	78.55	12.50	981.88
Fed_Income	-52.14	-170.54	Overtime	12.57	18.75	235.69
Soc_Sec	-81.69	-303.19	SickPay	8.00	12.50	100.00
Medicare	-19.10	-70.91				
State	-1.67	-3.95				
SDI	-11.86	-44.02				
SICK Taken	8.00	8.00				
SICK Remain	-8.00	16.00				
SICK Accrue		24.00				

Net Check: \$1,151.11 Total 99.12 1,317.57
 Pay Period Beginning: Feb 8, 2016 Check Date: 2/23/16
 Pay Period Ending: Feb 21, 2016 Check Number: 100571

