



NOTICE INVITING REQUEST FOR PROPOSALS

FOR

SECURITY SERVICES TO THE CITY'S PARKS AND PUBLIC FACILITIES

The City of Lynwood ("City"), California is seeking proposals from experienced and qualified security firms to provide **Armed and Unarmed** security guard services to the City's parks and public facilities.

All proposals must be received in the City Clerk's Office before the time of 3:00 p.m. **Wednesday, December 11, 2013**. One (1) original and (5) copies in a sealed envelope titled "**RFP FOR SECURITY SERVICES TO THE CITY'S PARKS AND PUBLIC FACILITIES**" will be delivered to the following address:

MARIA QUINONEZ, CITY CLERK
CITY CLERK'S OFFICE
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

Proposals in the form of telegrams, telephone calls, facsimiles, or e-mails will not be accepted. Late proposals will not be accepted. The City does not recognize the U.S. Postal Service, UPS, Fedex, or other carriers in determining the date and time the proposal was received.

There will be a **Mandatory Pre-Proposal Meeting** held on **Wednesday, November 20, 2013 at 10:00 a.m.** in Bateman Hall, 11331 Ernestine Avenue, Lynwood, CA, 90262. Bidders must have a representative at the meeting.

A copy of the RFP may be obtained from the City of Lynwood Recreation and Community Services Office by calling (310) 603-0220, Ext. 319, or by visiting the City of Lynwood website at www.lynwood.ca.us and downloading the document.

The City of Lynwood reserves the right to reject any and all proposals.

Inquiries regarding this RFP should be directed to: Perry Brents, Director of Recreation and Community Services Department by e-mail pbrents@lynwood.ca.us, by phone at (310) 603-0220, Extension 433, or by US mail to: 11301 Bullis Road, Lynwood, CA 90262.

The Vendor shall seek clarification of any ambiguity, conflict, omission or error in this RFP in writing. The City will not be bound by any oral responses to inquiries.

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REQUEST FOR PROPOSAL

FOR SECURITY SERVICES TO THE CITY'S PARKS AND PUBLIC FACILITIES

I. INTRODUCTION

The City of Lynwood ("City"), California is seeking proposals from experienced and qualified security companies to provide armed and unarmed security services to patrol City facilities including parks, special events, and other miscellaneous locations. The City currently has ten (10) public buildings totaling 191,300 square feet and ten (10) parks totaling 40.7 acres of parkland.

A private security company through contractual services is currently patrolling the City's parks and public facilities. The contract expires December 2013. The City views the contract security services as an extension of the City's public safety services. The City anticipates the contract security company to provide professional and high quality service at a reasonable cost. The contracted services require high visibility, significant public relations skills, effective communication, alertness and strong problem solving abilities.

II. BACKGROUND OF THE CITY

Located in the industrial heartland of Los Angeles County, the City is nestled less than 20 miles between two of the busiest ports in the world, Port of Long Beach and Port of Los Angeles. Major transportation corridors bound the City of Lynwood: I-710 Long Beach Freeway to the east, I-105 running east and west, and the Alameda Corridor to the west.

The City consists of 4.9 square miles. The City is a general law city operating under a Council-Manager form of government. The City's policymakers are comprised of five (5) members elected at large in overlapping terms. It has an annual operating budget of \$104.3 million dollars and 188.5 employees. The City currently contracts with the Los Angeles County to provide law enforcement and fire services.

The City's Building and Maintenance Division, under the Public Works Department, maintains all City buildings: City Hall, City Hall North, Annex, Bateman Hall, Youth Center, Senior Center, Community/Transit Center, Natatorium and Public Works Yard. The Grounds Maintenance Division maintains the City's parkland. The Recreation and Community Services Department is responsible for the operation of the City's parks and recreation facilities. The Recreation and Community Services Department also manages the rental of public facilities and coordinates the security services for special events and functions.

III. BACKGROUND OF THE PROJECT

The City Hall Complex and the Lynwood Community/Transit Center business hours are from 7:00 a.m. to 6:00 p.m., Monday through Thursday. The Senior Center business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The public spaces of the parks are open from 5:30 a.m. to 10:00 p.m. daily (including weekends and holidays); the Lynwood Youth Center business hours are from 9:30 a.m. to 10:00 p.m., Monday through Friday. (Note: schedules are subject to change.)

The City of Lynwood welcomes approximately 1,000,000 patrons annually to its park systems. The City's mission is to provide attractive and safe facilities for the community. Patrons of city facilities should expect to consistently experience an enjoyable, welcoming, entertaining, and safe visit each and every time.

The City's goal is to contract for security guard services that encompasses patrol of multiple locations. All locations will be managed by a City Recreation Manager who will make contact with the security company regarding their specific location needs and concerns.

IV. GENERAL SCOPE OF WORK

1. Provide an hourly rate schedule on the attached quote sheet for Security Officer(s), including an overtime/holiday/emergency rate. Contract security company shall provide all labor, equipment, vehicle(s), and supplies for the assigned Security Officers for their performance of security services to the City. The costs for said labor; equipment, vehicles and supplies are included in the hourly fee charged by the Company for the various services.
2. All personnel assigned by the contractor to perform work for the City of Lynwood shall be a minimum of 21 years of age, must not have an arrest record (other than minor traffic violations), must be physically capable of performing all duties as assigned, and must present a professional appearance acceptable to the City. All assigned personnel must have a current, State-issued guard card and California State Driver's License.
3. Security officer(s) shall perform their duties in an efficient, conscientious manner, and shall be courteous and helpful to all persons on City of Lynwood property. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee.
4. Primary responsibilities of Security Officer(s) are observing and reporting. In addition, Security Officers are intended to serve as a visual and physical deterrent to crime. Security Officer(s) are to respond to calls for assistance, and are to call for Police or other emergency response as circumstances warrant. Security Officers will be required to adhere to the applicable sections of the Los Angeles County Sherriff Department's Rules and Regulations.
5. Security Officer(s) are intended to be the eyes and ears of the City of Lynwood and ambassadors of goodwill to all customers.
6. All incidents, suspicious or unusual, shall be reported to the appropriate authorities and documented by written Incident Reports. Reports that are criminal in nature (i.e. burglary, robbery) shall be referred to the Los Angeles County Sheriff Department for documentation purposes. Each shift is responsible for documentation of calls for support and suspicious or unusual activities and incidents, and any other statistical data as required by the City of Lynwood. The contract security company shall provide a daily activity log and have Security Officer(s) complete incident reports, in a form approved by the City. A daily activity log shall be provided to the City on a daily basis. For incidents, a verbal report plus a written follow-up shall be given to the City.
7. Security Officer(s) shall have a standard uniform provided by the security company and approved by the City of Lynwood. Uniforms must be cleaned and pressed daily. No rips or tears shall be allowed. Uniforms must fit properly. The City specifically reserves the right to remove any individual due to unsatisfactory appearance.
8. Security company shall provide Officer(s) with cell phones, cellular phones with "direct connect" type capabilities.

9. Contracted security company shall have vehicle(s) that are approved by the City of Lynwood. Vehicle(s) are to be in good working order and appearance. Vehicle (s) must have current registration. Proof of insurance shall be provided for each vehicle used. Each Security Officer must have a valid California Drivers License. At a minimum, patrol vehicle will have an amber light installed on its roof. Vehicles must be clearly marked as a security patrol vehicle with Company's name and/or logo.
10. City of Lynwood staff shall have direct access to a manager or shift supervisor, on duty, 24-hours a day, seven-days per week. Contract security company shall provide phone numbers to City staff.
11. Contract security company supervisor shall train, counsel, inspect and evaluate Security Officer(s). The Contract security company supervisor shall make frequent unscheduled inspections of personnel, and report the results to the City of Lynwood on a monthly basis.
12. Security Officer(s) shall receive training from contract security company's trainers until they are proficient in the performance of their duties. Contract security company's staff including shift supervisor shall receive an orientation from Recreation and Community Services Department staff.
13. City of Lynwood staff shall communicate with and work through contract security company's managers and shift supervisors for any service needed.
14. Each Security Officer shall be required to carry a baton, pepper spray, handcuffs, and must be certified. Contract security company shall be responsible for training their officers in arrest and control tactics and self-defense. Security officer(s) must have successfully completed PC 832 Training, CPR and First Aid Training.

SECURITY SERVICE SCHEDULE

The City is requesting services of both armed and unarmed security officers to provide coverage for 4 shifts, 6am- 2:30pm, 2:00pm –10:30pm, 3:00pm -10:30pm and 9:30am to 2:30pm scheduled as indicated below:

Officer	Hours Per Week	Shift
(1) Officer - Armed	40	M-F 6:00am – 2:30pm
(1) Officer - Unarmed	40	M-F 6:00am – 2:30pm
(1) Officer - Armed	40	M-F 2:00pm – 10:30pm
(1) Officer - Unarmed	40	M-F 2:00pm – 10:30pm
(1) Officer - Unarmed	10	Sat. and Sun. 9:30am – 2:30pm
(1) Officer - Armed	16	Sat. and Sun. 2:00pm – 10:30pm
(1) Officer - Unarmed	16	Sat. and Sun. 2:00 pm – 10:30pm
(1) Officer - Armed	40	M-F 2:00pm – 10:30pm
(1) Officer - Unarmed	35	M-F 3:00pm – 10:30pm
(1) Officer - Unarmed	16	Sat. and Sun. 2:00pm – 10:30pm
Total Hours Per Week	293/hrs	
❖ Schedule includes ½ hour unpaid lunch break for full-time staff		

SECURITY SERVICE LOCATIONS

List of the parks and facilities and a description of the property requiring security guard services:

City Hall Complex:

No.	Buildings	Amenities
1	City Hall 11330 Bullis Road	Building 1 (offices and parking lot)
2	North City Hall (next to City Hall)	Building 2 (offices and enclosed parking lot)
3	Senior Citizen Center 11329 Ernestine Avenue	Building 3 (offices and parking lot)
4	Bateman Hall 11331 Ernestine Avenue	Building 4 (auditorium, rooms and offices)
5	Annex Building (front lawn of Bateman Hall)	Building 5 (offices and parking lots)
6	Armory Parking Lot	City vehicle fleet lot

The Lynwood City Park Sports Complex:

No.	Facilities	Amenities
7	Lynwood City Park 11301 Bullis Road	3 baseball fields, 3 soccer Fields, skate park, tennis courts, 2 playground areas, 5 picnic shelters
8	Lynwood Community/Transit Center 11301 Bullis Road	Building 6 (gym) and parking lot
9	Natatorium Facility 3770 Martin Luther King Boulevard	Building 7 (pool) and parking lot
10	Lynwood Youth Center 11409 Birch Street	Building 8 and parking lot

Satellite Parks and Public Yard Building:

No.	Parks	Amenities
11	Yvonne- Burke Ham Park 11832 Atlantic Avenue	Building 10 (park office) and parking lot, baseball field, playground area, outdoor exercise stations, picnic tables and BBQ grills.
12	Adolfo Medina Community Park 11915 State Street	Playground equipment, basketball court, restrooms and picnic shelters

13	Los Amigos Community Park (West) Approx. Address: 3171 El Segundo Boulevard	Playground equipment and picnic tables
14	Los Amigos Community Park (East) Approx. Address: 3217 El Segundo Boulevard	Playground Equipment and Picnic Tables
15	Mark Twain Park 4142 Carlin Avenue	Small Pocket Park, concrete walkway, picnic table, benches, and bike rack
16	Camphor Tree Park 4015 Louise Street	Small Pocket Park, concrete walkway, picnic table, benches, and bike rack
17	Wilson School Park 3655 Lynwood Road	Small Pocket Park, concrete walkway, picnic table, benches, and bike rack
18	Carnation Community Park Los Flores Boulevard and State Street	Open space, circular walkway
19	Rose Park Community Park Flower Street and State Street	Open space, circular walkway, lighting, picnic tables and benches
20	Public Works Water Yard 11750 South Alameda Street	Building 5 (offices and gated yard)

V. REQUIRED DUTIES FOR ALL FACILITIES AND PARKS

1. City Facility Rentals – (Bateman Hall and multiple locations):

The Bateman Hall facility and all City of Lynwood Community Centers are rented to the public for private events held primarily evenings and weekends.

Specific duties: Continue patrol of special event or rental, both inside and outside of facilities, including parking lots; monitor restrooms and other rooms of facilities to discourage graffiti or damage to facilities; establish regular communications with City staff members on duty; encourage orderly behavior among patrons; report any incidents immediately to City staff; be prepared to notify Sheriff Deputies should need arise.

The City's Facility Manager determines the number of security guards needed, depending on the type and size of the event. Security service of unarmed guards is required to provide coverage for these events to help ensure public safety. Typically, these services are requested in 5 to 7 – hour shifts and the number of guards can vary by specific assignment from one (1) or two (2) security guards. Security guard hours are on an as needed basis separate from the regular patrol.

Approximately required hours/month: Approximately 110 or more depending on rentals.

2. Community Neighborhood/Pocket Parks (Adolfo Medina Park, Los Amigos Park, Mark Twain School Park, Camphor Park, Wilson School Park, Rose Park and Carnation Park):

Specific duties: Security Officer(s) shall be required to conduct “pass through” patrols through the exterior of these parks. Security Officer (s) may need to open/lock park restrooms at locations required as needed. Security will be required to report items requiring repair to City staff in a timely manner (burned out lights, graffiti, any damages or broken

equipment), and are to call for Sheriff or other emergency response as circumstances warrant.

Security guards may need to advise park patrons regarding rules and/or restrictions for the use of the parks or park facilities.

Security guard hours for the community park patrols will be at random: 7 days a week, including holidays

3. Lynwood Community /Transit Center:

The Transit Center is the hub of the city's local fixed route transportation system (Trolley). Security presence at the Transit site is required to deter criminal activity and disorder when students from the nearby Middle School utilize public transportation to and from school.

Specific duties: Security officer(s) shall be responsible for continually patrolling and walking through the exterior and interior of the Center. Security Officer(s) may need to pick up city mail and make special deliveries. Security guards will assist patrons at the Community Center and may need to advise patrons regarding rules and/or restrictions for the use of the facility.

Security Officer(s) for the Transit Site patrols will be:

Two Security Officers from 7:30 a.m. to 9:00 a.m. and 2:00 p.m. to 3:30 p.m., during the school-year calendar September to June. Security presence has reduced the number of rider and vandalism incidents previously experienced.

4. City Hall Complex and Base Facilities:

Security Officer(s) are responsible for continually patrolling and walking through the exterior and/or interior of the complex. Security Officer(s) may need to pick up City Council Agendas, City mail, and make deliveries. Additionally, security officers may need to assist Sheriff Deputies assigned to the Council Chamber during City Council and City Board meetings when needed. This is done as backup to the deputies on any issues that may arise during these meetings.

Specific Duties: Security officers will be assigned to City Hall in the morning and evening hours, to monitor Water Billing Division operations, escort staff to parking areas and assist with lock down of City Hall.

5. Lynwood City Park- Sports Complex and Facilities:

Security Officer(s) are responsible for continuous patrol of the park, securing gates, regular inspection of restrooms, concession building, and park perimeters; report items requiring repair to City staff in a timely manner (burned lights, graffiti, and damages or broken equipment); be prepared to communicate with Sheriff Department or other emergency response should need arise. Miscellaneous duties may include opening and closing restrooms, athletic fields, turning field lights off and on, and providing security at sporting events.

6. City Facility Parking Lots

A roving patrol officer, utilizing a vehicle owned and operated by the contractor, conducts

continuous rounds and inspections of parking lots for building customers and employees, any vehicle or person found to be suspicious should be investigated, and if determined to be a threat, the Los Angeles County Sheriff Department should be notified.

7. Lynwood Youth Center, Senior Center, Natatorium and the Community Center

Security Officer(s) will patrol these Centers to deter criminal activity. Security Officers may need to advise Center patrons regarding rules and/or restrictions for the use of the city facilities. Graffiti at patrolled locations will be documented and referred to City staff for cleanup.

Respond immediately to the theft alarm sounding at city facilities.

8. Special Events

The City may occasionally require security guard service for special events. These events may require up to 20 uniformed, licensed, armed and unarmed security guards. The City will provide a minimum of 30 days advance notice for such events.

Approximate required hours/month: 30 - 50 hrs.

VI. CONTRACTOR PERSONNEL REQUIREMENTS

The Contract Security Officers provided pursuant to the aforementioned Scope of Work and contract is for both unarmed and armed classifications, the officer(s) will be assigned to respective City site/facility locations.

a. Contractor Security Service

The Contractor, at the Contractor's own expense, shall provide and furnish all labor, equipment, vehicle, and supplies for the assigned Security Officers for their performance of security services as specified. The Contractor shall supply the City with security service personnel who are properly trained, qualified and certified, and who meet the minimum requirements and qualifications called for in the contract. The costs for said labor; equipment, vehicles and supplies are included in the hourly fees charged by the Contractor for the various services.

b. Package of Minimum Qualifications

The Contractor shall maintain personnel files. Files shall consist of a package of documents for each assigned Security Officer consisting of minimum qualifications and includes medical record, social security number, military services, arrest records, and previous employment. "Contractor shall provide the City Manager or his designee with written certification that each officer assigned to the City conforms to all City's requirements and standards specified in this request for proposal."

c. Minimum (Entry) Requirements

All security personnel must have a high school diploma and/or GED equivalent.

d. Physical Examination

Any Security Officer assigned to work under the terms of this Contract shall be in good general health without physical defects or abnormalities, which could interfere with the performance of assigned duties. Security Officers must be fully capable of performing all duties requiring moderate to arduous physical exertion under either normal conditions and/or in emergency situations.

e. Criminal Background Check

The Contractor shall complete a criminal background check of all Security Officers, and Operations Manager prior to assignment under the contract, and prior to assigning Security Officer to a City facility, site, and/or post. Thereafter, Contractor shall conduct an annual check, or as deemed necessary for security reasons. The criminal background check shall be for felony, misdemeanor and traffic violations in all United States or countries that the individual has resided in the last five (5) years. Any Security Officer found failing to divulge a felony or misdemeanor conviction should not be assigned to the City's security services contract. All costs of these checks shall be at the Contractor's expense.

- 1) Security Officers/Guards and Operations Managers who have been involved in any of the following will not be accepted nor assigned to City security service:
 - Felony Conviction
 - Violent Misdemeanor Conviction
 - Sex Crime Conviction
 - Military discharge other than honorable
 - Pattern of irresponsible behavior including, but not limited to, unreasonable driving or employment record (absenteeism, equipment abuse, disciplinary problems, insubordination)
- 2) Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI

f. Licenses

The contractor shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business, including a Lynwood Business License.

g. Literacy

All Security Officers shall have the ability to read, write, speak and understand English in and as set forth in regulations, written orders, instructions, and training instructions. Be able to prepare and compose reports, which convey complete information and are presentable for management and/or potential litigation review.

h. Bilingual Skills

At some City facilities/site locations bilingual skills may be required. Bilingual skills for the specification are English and Spanish. Literacy requirements for Spanish are the same as stated for English in the above section.

i. Regulations Regarding Weapon Safety

- 1) **Firearms** - One (1) handgun only shall be carried by assigned security officers and shall be carried only in a typical police-type uniform outward display or manner and in a typical police-type leather, outward waist-worn holster and in a holster which secures the weapon.
- 2) No additional handgun shall be carried on person or in vehicle.
- 3) No shotgun or other long-gun shall be carried on person or in vehicle.
- 4) **Use of Firearms**

The Contractor's minimum standards by which its security officers will be trained pertaining to the use of firearms will be set forth in cooperation with the Los Angeles County Sheriff Department. Such minimum standards as designed for Contractor read as follows:

 - a) Firearms may be discharged by Contractor's Security Personnel in the performance of their duties under the following circumstances:
 - In the necessary defense of themselves or other persons from the imminent threat of death.
 - b) Firing at or from a moving vehicle is prohibited except in the condition set forth in Section 5.A.
 - c) An officer shall not surrender his or her weapon except as a last resort and only after every verbal or physical tactical tool or maneuver has been used.
 - d) Warning shots shall not be fired except for the purpose of summoning aid when more conventional communication is not effective and the safety of other persons is considered.
 - e) When an officer discharges a firearm, the officer shall immediately notify the Los Angeles County Sheriff Department shift supervisor on duty, the Recreation Director and Contractor.
- 5) **Training in use of the Firearm**
 - a) Contractor shall ensure its security officer personnel are trained on how to use and shoot the firearm by a State of California certified instructor.
 - b) Contractor shall insure its security officer personnel receive training pursuant to this Section a minimum of one (1) time per annual quarter during the initial and renewal terms of this Agreement.
 - c) Written records of this training shall be kept updated and maintained by Contractor at all times throughout the term of this Agreement.
- 6) **When to Unholster and When to Use the Firearm**
 - a) Contractor shall ensure its security officer personnel are trained on when to unholster the firearm and when to use it by a State of California certified qualified instructor.
 - b) Contractor shall ensure its security officer personnel receive the training pursuant to this Section a minimum of one (1) time per annual quarter during the initial and renewal terms of this Agreement.
 - c) Written records of this training shall be kept updated and maintained by Contractor at all times throughout the term of this Agreement.
- 7) **Side-Handle Baton**
 - a) Contractor shall observe safeguards regarding the use of the batons at any and all work sites.
 - b) The security officer will have satisfactorily completed a course of instruction certified by the Department of Consumer Affairs Bureau of Security and Investigative Services Permit, in the carrying and use of the baton by a bureau-certified baton instructor.

j. Conduct

Contractor's Security Officers will be working in City facility/site locations, and as such, they must be polite, courteous, helpful, and interested in serving the public well. Professional standards are expected at all times while on a City post. The City Manager's designated representative will routinely conduct surprise inspections to ensure the quality of contract officers assigned to City facilities. If it is determined that assigned officers do not meet standards of courtesy, ethics, appearance, alertness, and preparedness, they will be removed from post immediately at the expense of the Contractor.

k. Public and News Media Contacts

City of Lynwood facilities will occasionally become involved in newsworthy projects or events. Situations in which general interest leads to direct news media contacts must be dealt with carefully. All media inquiries must be referred to the Public Relations Department to ensure that all statements or information offered by the Security Officer reflect the policy of the City of Lynwood.

- All requests for statement of City policy regarding any matter under the control of or of direct interest to the City must be referred to the Public Relations Department at (310) 603-0220, Ext. 200.
- All requests for information other than previously prepared written and approved information shall be referred to the Public Relations Department.

l. Telephone Calls

The City's policy regarding use of City telephones for personal use, making and/or receiving personal telephone calls shall not exceed three (3) minutes in duration. Personal calls are considered a privilege. The Contractor's Security Officers are to use the telephone to call in to the Contractor's dispatcher or report an incident to corresponding Emergency Departments. If any calls are found to be non-business related, the Security Officer(s) will be requested to be removed and not be allowed to work at any City facilities or locations, and the City will request the Contractor to reimburse the City, regardless of the cost of the call. In addition the City will not pay for the services or productivity lost during such call(s). The Contractor is advised that repeat behavior could result in removal of an account and/or replacement by another Contractor.

m. Soliciting

Soliciting by the Contractor and its Security Officers is prohibited on City premises. The Contractor shall inform Security Officers of this policy prior to commencing work under this Contract.

n. Personal Appearance

- 1) Hair Standards: Security officers shall keep their hair neat, clean, and well groomed.

Males shall keep their hair properly trimmed. The hair shall be at least

moderately tapered, shall not extend below the top of the shirt collar nor cover any portion of the ear, and shall not interfere with the proper wearing of the uniform hat.

Females shall arrange their hair so that it does not extend below the bottom edge of the collar, nor interfere with vision in any way.

- 2) Sideburns: Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. The flare (terminal portion of the sideburn) shall not exceed the width of the main portion of the sideburn by more than one fourth of the un-flared width. The sideburn shall be trimmed and neat in appearance.
- 3) Mustaches: A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not extend below the vermilion border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the corners of the mouth.
- 4) Beards: Security Officers shall be clean-shaven when reporting for duty. A growth of whiskers shall be permitted only for medical reasons. Security Officers with a medical condition, which precludes the security officer shaving, shall be assigned duties requiring the least possible public exposure.
- 5) Fingernails: Security Officers' nails shall not extend more than ¼ inch from the tip of the finger or interfere in any way in the performance of the primary duties/task or with safe drawing of the firearm. Security Officers wearing fingernail polish shall use a conservative shade, without decals or ornamentation, and shall not detract from uniform appearance.
- 6) Identification: the Contractor shall furnish Identification insignia badges, shoulder patches, and nameplate.

VII. CONTRACTOR SUPERVISION REQUIREMENTS

a. Operations Manager

The Contractor will assign Operations Manager to provide the required field supervision and training to the Security Officers and Guards under his/her supervision during the performance of their duties as required by the contract and post orders. The Operations Manager need not be present at all times but should ensure that Security Officers and Guards assigned to the City are well trained and effective in carrying out their assigned duties. This person will be the liaison to the City. The Operations Manager shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract. City staff will have direct access to a manager or shift supervisor, on duty, 24-hours a day, seven days per week. Contract security company will provide phone numbers to City staff.

b. Duties:

The Contractor's Operations Manager will conduct field supervision of security services and patrol coverage of all area sites and posts as specified and as needed. As a licensed and

qualified Security Officer, the Operations Manager is responsible for the work assignments; training and performance of Security Officers assigned under his/her supervision to City facility/site locations.

c. City and Contractor Staff Meetings

Meetings between the City Manager or his designee and Contractor's Operations Manager shall be scheduled on a bi-monthly basis, or as often as necessary, to discuss problems, discrepancy reports, and status of contract services. The Operations Manager shall meet regularly with the City Manager or his designee at least once a month or as often as necessary and as determined by the circumstances in the administration of the Contract.

The meetings will cover all matters regarding the Contract and related to operations, quality of services, contract compliance, changes in the scope of work, solutions to problems and discrepancies in the billing, invoices, charges, and other matters regarding the scope of work.

The Operations Manager shall address all contract matters on behalf of the Contractor. But not limited to, the following: payroll, invoicing, assignments of personnel, disciplinary actions, contract performance, and non-performance, corrective actions, assessments and appeals for contract non-compliance, special assignments, quality assurances and controls, changes of scope of work and other matters of mutual interest or concern to the City and the Contractor.

VIII. CONTRACTOR TRAINING REQUIREMENTS

a. Training Requirements

- 1) Security Officers: The Security officers shall be trained in security services. The Security Officer should have in their possession the required permits, as listed in the *License* section of this Contract, during working hours and be properly licensed.
- 2) Operations Manager: shall be trained in security services, guard personnel supervision and patrolling procedures of all assigned City facilities/sites and locations, and be properly licensed.

b. On-the-Job Training

Each Contractor's Security Officer assigned to a City facility/site location shall receive:

A minimum of eight (8) hours of on-the-job (OJT) training/orientation. Additional training beyond the 8 hours of OJT shall be provided at the assigned post by the Contractor as needed and at the Contractor's expense. The Contractor's Security Supervisor(s) shall attend the training, at the Contractor's expense, to become aware and familiarized with the various City facilities, sites, and post orders.

The Contractor, when assigning new Security Officer(s) for assignment to City facilities/sites locations, shall also provide and assign an Operations Manager for training purposes. The Contractor's Operations Manager shall remain for the time necessary for each job site assignment in order to train and test the new Contract Security Officer(s). Training and testing will cover the knowledge of and compliance with the job site/facility's work orders and the job requirements set forth as the minimum work and security service in accordance with

the scope of work in the Contract.

c. Training Record

The contractor shall maintain a training record for each Security officer assigned to a City facility. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be made available to the City Manager or his designee upon his request. The City Manager or his designee may, from time-to-time, monitor the conduct of such training.

1X. CONTRACTOR COMPLAINT PROCEDURE

a. Customer Complaints and Notifications

All complaints against contract security officers shall be directed in writing to the City Manager or his designee and notifications made to the Contractor. Generally, all complaints shall be resolved within sixteen (16) hours upon receipt of the complaint. However, the City Manager or his designee reserves the right to extend the length of time needed to investigate the complaint. Complaints include any report of dissatisfaction or poor service against a Contractor's employee (received via telephone, letter, e-mail, fax, or in person), violation of policy/procedure, violation of law, or reported misconduct. The party initially receiving the complaint shall forward a memorandum, detailing the basis for the complaint to the City Manager or his designee, including all related official documents. When a complaint is received on the day preceding a holiday or weekend, it shall be processed on the next working day.

b. Documenting Complaints

The Contractor shall complete a written memorandum, providing the names, addresses, and telephone numbers of all involved persons, including the complainant, witnesses, and the subject employee(s). The narrative portion of the memo shall include a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

c. Complaints Reported to the City

The City Manager or his designee shall notify the Contractor by telephone and/or written notification of new complaints received and work in cooperation with the Contractor to resolve the complaint. The Contractor will notify the City Manager or his designee of the complaint disposition within sixteen (16) hours of receiving the complaint, unless an extension has been granted by the City Manager or his designee. **Failure to respond to a complaint or comply with the provisions of this agreement shall be considered a violation of contract requirements.**

d. Complaint Log

The City Manager shall designate the department who will serve as the primary contact for the security services personnel. The City assigned department shall maintain a log of all reported complaints and disposition.

e. Contract Personnel Complaint Investigation and Interview

The City Manager or his designee reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Contractor, upon receiving any reported complaint or allegation of misconduct. Any employee who declines or refuses to participate in an interview or cooperate with an investigation conducted by the City Manager or his designee shall be ordered by the Contractor to cooperate with the City Manager or his designee. Failure of the Contractor to cooperate with the investigation and interview conducted by the City Manager or his designee is considered as non-complying with this contract requirement.

X. EQUIPMENT

a. Cell Phones

The Contractor shall furnish its Security Officers with cell phones, "direct connect" type capable system is preferable.

b. Related Equipment and Supplies

Contractor shall provide each security officer with flashlights, pens, pencils, contractor forms, and other related supplies and equipment necessary to perform their duties.

c. Vehicles and Drivers

Contract shall have vehicles that are approved by the City of Lynwood and comply with the following:

- 1) Be clearly marked as a security patrol vehicle on the front, back, and both sides with the Contractor's company name and/or logo.
- 2) Be equipped with emergency lighting systems, in accordance with California Highway Patrol, emergency road flares, and first aid kit.
- 3) Be cleaned and well-maintained in safe operating condition.
- 4) Contractor will maintain vehicle maintenance and inspection records for all vehicles used to provide security services to the City of Lynwood, vehicles must also be properly licensed with current registration, and insured in accordance with State law.

d. Bicycles and Golf Carts

Bicycles and Carts used by the Contractor must comply with the following:

- 1) Be clearly marked as a security patrol bicycle or cart with Contractor's company name and/or logo.
- 2) Be equipped with a lighting system and first aid kit.
- 3) Be clean and well maintained in safe operating conditions.

XI. SPECIAL PROVISION

a. Emergency Services

The Contractor shall provide emergency radio dispatched units at the request of the City Manager or his designee.

1) Emergency Personnel

Emergency of both Unarmed/Armed services shall be considered and defined as the non-scheduled augmentation of security personnel from the basic complement of Security officers assigned to a post of City facility/site location.

Emergency Security Services officers assigned to City facilities, sites, and/or posts shall meet all the training qualifications and requirements specified in this Contract.

2) Emergency Coverage

In case of a need for emergency services, coverage shall be provided and scheduled in accordance with the terms and conditions as requested for non-scheduled needs and augmentation of Security Services Officers to meet emergency City security needs. It will be the Contractor's duty and responsibility to provide security services for emergency coverage as required by the circumstances, at the rates in Exhibit C, for work approved and authorized by the City Manager or his designee only.

b. Contractor Transition and Cooperation

During Contract implementation, and during the Contract term, all contractors involved in any location coverage transition, shall fully cooperate and assist each other to facilitate a smooth changeover. Disputes, disagreements, and/or differences of opinions between the Contractors will be reviewed and resolved by the City Manager or his designee. Such decision is final and shall not be subject to further review.

XII. GENERAL CONTRACT REQUIREMENTS

It is expressly understood that the contractor named in any contract entered into by the City is acting as an independent contractor and not as an agent or employee of the City of Lynwood.

a. Non-Exclusive Contract

The City does not warrant to contract exclusively with a single contractor to perform the services described herein.

b. Default of Contract

The City of Lynwood shall hold the contractor responsible for any damage which may be sustained because of the failure or neglect of the contractor to comply with any term or condition listed herein. The City may, upon written notice to the contractor, cancel or rescind any or all items affected by such default and may procure the required services elsewhere without notice to the contractor. The prices paid by the City at the time such services are procured shall be considered the prevailing market prices. Any extra costs incurred by such default may be collected by the City from the contractor.

c. Performance Bond

The City reserves the right to require a Performance Bond from the successful bidder in

the amount of 10% of the value of any order issued under this specification. The Performance Bond shall be forfeited in the event that the contractor fails to provide the service contracted for within the time period agreed upon.

d. Hourly Rates

Hourly rates are firm and fixed for the Contract term.

e. Insurance

During the term of the Contract, the Contractor shall, at its own cost and expense, procure and maintain current insurance and indemnity coverage, as detailed in the Insurance Requirements.

1. Workers' Compensation

The Contractor shall provide and maintain in full force Workers' Compensation Insurance in accordance with the Labor Code throughout the life of any contract entered herein. The Contractor agrees to hold the City and its agents free and harmless from any and all claims/actions that may arise by reason of injury to any employee of the Contractor.

- Workers' Compensation and Employees' Liability
 - a. Workers' Compensation Statutory Limits
 - b. EI Each Accident 1,000,000
 - c. EI Disease - Policy Limit 1,000,000
 - d. EI Disease - Each Employee 1,000,000

2. Public Liability and Property Damage

The Contractor shall maintain during the life of any contract entered into, public liability and property damage insurance, in which the City shall be named as an additional insured, and which shall protect the Contractor or any subcontractor performing work covered by the contract from claims for personal injury, including accidental death as well as for claims for personal damages which may arise from the operations under any contract entered into whether such operations shall be performed by the Contractor or any subcontractor, or by anyone directly or indirectly employed by any one of them. The limit of liability for such insurance shall be as follows:

1. General Liability

- a. General Aggregate \$5,000,000
- b. Products Comp/ OP AGG 2,000,000
- c. Personal & Adv. Injury 1,000,000
- d. Each Occurrence 2,000,000
- e. Fire Damage (any one fire) 50,000
- f. Medical Expense (any one person) 5,000

2. Automotive Liability

- a. Any vehicle, combined single vehicle \$1,000,000

The issuing insurance company must have A.M. Best rating no less than A+. All said insurance policies, as described in this section, shall provide that the same is non-

cancelable except upon thirty (30) days written notice to the City. Said policies shall also name the City, all of its officers, employees, etc., as additional insured and it shall be stated in the Additional Insured Endorsement that said policies shall be primary as respects to any claims related to or as the result of the Contractor's work. In addition to all other insurance requirements listed herein, the vendor shall maintain throughout the duration of the term of the Agreement a comprehensive crime policy with a \$100,000 per occurrence limit.

f. Contract Payment

For acceptable performance, the Contractor shall invoice the Department or City on a monthly basis and shall be paid for the total number of hours worked in the previous month. Contractor shall present the invoice to the designated department assigned by the City Manager:

(Recreation and Community Services Department)
City of Lynwood
11301 Bullis Road
Lynwood, CA 90262

1) Statements and Invoices

The Contractor shall prepare and submit to the City Manager or his designee, a monthly statement with invoices for work performed. The statement shall provide current charges and total year-to-date charges. Invoices shall be submitted with appropriate billing information including Purchase Order Number. Those invoices not acceptable to the City Manager or his designee shall be returned to the Contractor for correction and subsequent re-submittal for payment. Said invoice shall include work order number for each site, and the total hours assigned by the Contractor. The payment for the work performed during the preceding month will be based upon the hours worked.

a) Security Officer

The Contractor is required to provide as part of the invoice a breakdown list by location or City facility with the following information: A list of hours performed by the Security Officers (Armed and Unarmed) by date, day, and hours of coverage (starting time and ending time), total hours for the day, total hours for the month, and the name of the Security Officers providing the services.

b) Supporting Document

The Contractor is required to submit the Field Supervisor's Daily Field Activity Reports (DFARs) along with invoices which identifies what locations were provided field supervision coverage.

g. General Conditions

The following are applicable Contract terms and conditions:

1) Contract Period

The Contract period shall be for one (1) year commencing upon acceptance by the City of Lynwood. In addition, the agreement may be renewed or extended on an annual

basis as best meets the needs of the City, not to exceed three (3) additional years. The Contract renewals are three (3) one-year options, for the total contract term not to exceed (4) four years.

2) Written Approvals with Post Orders

The Contractor shall only schedule, provide, or render any security services to any City Department, after necessary authorization in writing with post orders by the City Manager or his designee.

3) Contact with Contractor for Services

If the Contractor is contacted and receives a request for security services from any City Department, the Contractor shall not render any security services without receiving written approval with post orders from the City Manager or his designee and shall refer said City Department back to the City Manager or his designee.

**Contractor will not be paid for security services to any City site without prior written authorization, including post orders, by the City Manager or his designee.*

4) Compensation

The bidder shall propose a flat hourly rate for all services performed under the terms of this specification. Bid hourly rates must remain firm throughout the contract term.

The hourly rate shall be in effect for a one (1) year period at which time it may be adjusted by the change in the Consumer Price Index for the Los Angeles/Long Beach (all urban consumers) Metropolitan Statistical Area issued by the U.S. Department of Labor. A request for an annual CPI adjustment must be submitted to the Recreation and Community Services Department Director no later than (60) days prior to the end of contract period for increase to be applied to any following annual contract period.

5) Termination for Convenience

The City may terminate its agreement with the contractor at any time by giving at least thirty (30) days notice in writing. If the agreement is terminated by the City, the contractor will be paid for the time provided and expenses incurred up to the termination date. No additional liability shall be assumed by the City.

6) Liability, Rights and Remedies

The City and/or User Department shall have no liability and vendor shall have no claim for any other loss, expense, or damages for such Contract discontinuance or termination. The provisions of the Contract shall be in addition to all other rights and remedies available to the City and/or User Department under law. The rights and remedies of the City set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law and under the Contract.

7) Conflict of Interests

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of its services pursuant to this Agreement.

Contractor covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement. Contractor covenant under this section shall survive the termination of this Agreement.

8) Accounting and Financial Records

Accounting and financial records shall be maintained in accordance with generally accepted accounting principles and practices. All records shall be maintained, access shall be provided to the City during the entire term of the Contract, and for three (3) years after final payment by the City under the Contract. Unless the City gives written permission to the Contractor to dispose of said record prior to the three years.

9) Audits and Inspection of Records

After receipt of reasonable notice and during the Contractor's regular business hours, the City representatives or its agents can perform, as necessary, audits and inspection of records relative to the work performed under the Contract. The Contractor shall provide the City, its authorized representative(s) or agent(s), such access to the Contractor's records and facilities housing the records. As the City deems necessary to examine, audit, inspect, excerpt, photocopy or transcribe the Contractor's records relative to work performed, payroll, employee wages, benefits, contract expenses, and other documents relative to the contract requirements, terms and conditions performed under the Contract.

10) Changes

The City reserves the right to monitor and review the Citywide security services needs. When necessary, the City Manager or his designee will contact the Contractor's Operations Manager to make any changes as required to amend, modify or delete specific Contract and post orders when such amendment, modifications or deletion is determined by the City Manager or his designee to be in the best interest of the City.

11) Holidays

The City shall have the right to request security services coverage on and during all holidays observed by the City. City holidays are as follows:

New Year's Day	January 1
Dr. Martin L. King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Thanksgiving (2 days)	Fourth Thursday & Friday in November

12) Binding Communication

Communication and information given by the City Manager or his designee or by his/her designated representative to the Contractor's Operations Manager shall be as binding as though given to the Contractor in person.

13) Contractor's Address and Legal Service

The address given in the proposal shall be considered the Contractor's mailing and legal address for certified mail delivery. This address shall be changed only by written notice to the City.

The delivery of mail or communication documents addressed to the Contractor, or authorized representative, mailed to such address, depositing it in the United States Mail by regular, registered or certified mail with postage prepaid, shall constitute legal service thereof.

14) Occupational Safety and Health Act

The Contractor agrees that, for the purpose of being in compliance with the requirements of the Occupational Safety and Health Act of 1970, services performed for the City shall be deemed entirely within the Contractor's responsibility. The contractor shall take all necessary precautions for the safety of employees on the job and of the City's employees.

The Contractor will notify the City Manager or his designee promptly, in writing, if a charge of non-compliance with above Act has been filed against the Contractor in connection with contract security services.

15) Permits, Laws, Taxes and Regulations

The Contractor shall procure all permits and licenses including a Lynwood Business License: paying all charges, taxes and fees; and give all notices necessary and incidental, be they due and lawful. All costs thereof shall be deemed to be included in the prices proposed for the work under this Contract.

16) City's Responsibilities

The following are the City's responsibilities under the Contract:

a) Authority and Duties of City Manager or his designee

The City Manager or his designee shall represent the City in the operation and management of any contract resulting from this RFP. The City Manager or his designee may make temporary changes in assignments, tasks, task frequencies, or methods.

b) Authority and Duties of the Contract Coordinator

The City Manager or his designee may appoint an individual or individuals as City

Contract Coordinator (Coordinator) to monitor and inspect the performance contracted of the security services work.

The Coordinator is not authorized to revoke any requirements of the Contract. The Coordinator is authorized to call to the attention of the Contractor any non-performance of security services personnel for the work called under the Contract.

The Coordinator shall in no case act as a Foreman or perform any or other duties for the Contractor, nor interfere with the management of the work under Contract by the letter. Any advice given to the Contractor shall in no way be construed as Contract changes and binding to the City, or releasing the Contractor from fulfilling all requirements of the Contract.

c) Contractor's Business Office

The City will provide, at no expense to the Contractor, assigned work areas/station, storage space and utilities, as reasonably necessary for the duties performed by the Contractor's security services personnel.

d) Change in Hours Assigned:

The City Manager or his designee will have the right to change the number of weekly routine security hours required at any site(s) by notifying the Contractor.

e) Changes, Additions, And Deletions to Work Schedule

As City security needs change or develop, the City, by written change order, may make changes, additions, and deletions in the Scope and Schedule of Work. Should any changes be made, the Contractor shall perform the work as changed and shall be paid for the actual quantity of work performed by such changes, whether increased or decreased.

f) Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor by its employees or similar labor activity conditions are directed against the City by City employees, which result in the curtailment or discontinuation of services performed hereunder, the City shall have the right, during said period to employ any means legally permissible under law to have the work performed.

g) City Sample Services Agreement

A copy of the City Sample Services Agreement is attached as "Attachment A." Provisions listed above will be incorporated or added to the final Services Agreement.

XIII. PROPOSAL INQUIRIES

The City understands that the proposers may have questions. All questions must be in written

form and received, by e-mail at pbrents@lynwood.ca.us or by US mail to 11301 Bullis Road, Lynwood, CA 90262 by 12:00 noon on **Wednesday, November 27, 2013** addressed to Mr. Perry Brents, Director of Recreation and Community Services.

XIV. ADDENDA

The City will make a concentrated effort to ensure that any addenda issued relating to this RFP are distributed to all interested parties. It shall be the proposer's responsibility to inquire as to whether any addenda to the RFP have been issued. Any and all addenda will be numbered in sequence, dated as of the date issued, and posted on the City's website.

XV. PROPOSAL SUBMISSION REQUIREMENTS

Firms desiring to respond to the RFP shall submit one (1) original and five (5) copies of the proposal, marked on the outside "**RFP FOR SECURITY SERVICES TO THE CITY PARKS AND PUBLIC FACILITIES**". The proposals shall include the name of the proposer and the date and time when the response is due. In order to be considered, a proposal must be submitted prior to the **closing of the response period at 3 p.m. (PDT), Wednesday, December 11, 2013** to the attention of:

*Maria Quinonez, City Clerk
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262*

Responses sent by telephone, telegram, email or facsimile will not be accepted.

It is the sole responsibility of each proposer to ensure that its response reaches the City Clerk's Office by the time and date specified. Responses received after the specified time and date shall be returned unopened. The time/date stamp clock located in the City Clerk's Office shall serve as the official authority to determine the timeliness of any responses.

Proposers are cautioned that they are responsible for delivery to the specific location cited above; therefore, if the response is delivered by an express mail carrier or by any other means, it is the proposer's responsibility to ensure delivery to the above address. The City will not be responsible for deliveries made to any place other than the specified address.

Once received, all responses become public records and will be available to the public for review.

The proposer's attention is directed to the fact that all applicable state laws, the City of Lynwood Municipal Codes, and the rules and regulations of all authorities have jurisdiction over the services to be performed and shall apply to a resulting contract throughout, and they will be deemed to be included in any contract ultimately executed.

XVI. EVALUATION AND SELECTION

The City Manager's designee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of this RFP. The evaluation process will provide credit only for those capabilities and advantages, which are

clearly stated in the proposal. In other words, advantages, which are not stated, will not be considered in the evaluation process.

Firms whose submittals include a significant failure to comply with these qualification requirements will be dropped from the evaluation process.

Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

- Adherence to the requirements called for under Attachment B “RFP Submittal Instructions” in the submittal of proposals; and completion and submittal of the following forms:
 - ATTACHMENT A, Checklist
 - ATTACHMENT C, Security Firm’s Certification
 - ATTACHMENT D, Sample Certification if the Proposer is a Corporation
 - ATTACHMENT E, Vendor Hourly Rate Sheet
- Financial and manpower capability
- Experience in operating a similar type of security services
- Management/Operations/Training/References
- Hourly Rate Quote Sheet
- Suggested Timeline and Logistics

Evaluation of the proposals will be made by a panel of appropriate management staff. In addition to evaluation of written proposals offered, oral interviews and site visits may be requested. The City Manager may designate a Selection Committee to interview. Proposers should note that the execution of any contract pursuant to this RFP is dependent upon approval of the Lynwood City Council at its sole discretion.

The City shall not be liable in any way for any cost incurred by an offer or in the preparation of its proposal in response to this RFP, nor for obtaining any Insurance Certificate and /or surety Bond.

The City reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all parts of this proposal, to be the sole judge of the suitability of the proposals offered, to negotiate directly with one or more companies, award a contract to more than one company, to vary the terms of the approved proposal, and to award a contract to a qualified vendor, irrespective of whether such company provides the lowest bid.

XVII. RFP TIMELINE

The following timeline applies to this Request for Proposals, however, the City may change the estimated dates and process as deemed necessary:

Activity	Date
Mandatory Pre Proposal Meeting	Wednesday, November 20, 2013 @ 10 a.m.
Last Date for Questions & Clarifications	Wednesday, November 27, 2013 By 12:00 p.m.
<u>Proposal Due Date</u>	<u>Wednesday, December 11, 2013 @ 3 p.m.</u>
City Council Award of Contractor	Tuesday, January 7, 2014
Anticipated Start Date	Monday, January 20, 2014

ATTACHMENT A

CHECKLIST

REQUEST FOR PROPOSALS FOR SECURITY SERVICES TO THE CITY PARKS AND PUBLIC FACILITIES

SUBMIT THIS PROPOSER'S CHECKLIST WITH YOUR PROPOSAL DOCUMENTS.

Proposer shall complete and submit all documents marked with an "Y" in the "REQUIRED" column for bids to be responsive. Documents required on the checklist but not included may render your proposal nonresponsive.

REQUIRED DOCUMENTS

Y 1. PROPOSAL (SEE ATTACHMENT B, RFP SUBMITTAL INSTRUCTIONS)

- 1) **Cover Letter**
- 2) **Table of Contents**
- 3) **Company Experience**
- 4) **Management and Operations**
- 5) **Company References**
- 6) **Training**
- 7) **Capability & Competency**
- 8) **Vendor Hourly Rate Quote Sheet**
- 9) **Suggested Timeline and Logistics**

Y 2. "ATTACHMENT C" SECURITY FIRM'S CERTIFICATION

Y 3. "ATTACHMENT D" SAMPLE CERTIFICATION IF THE PROPOSER IS A CORPORATION

Y 4. "ATTACHMENT E" VENDOR HOURLY RATE QUOTE SHEET

SUBMITTED BY:

Name of Company _____ Contact Name _____

Address _____

Phone No. _____ E-Mail _____

ATTACHMENT B

RFP SUBMITTAL INSTRUCTIONS

In order to facilitate review of the proposals, each proposer must follow the general format, outlined below, with respect to the proposal. Proposers are to respond in the format that follows. Any major deviation from this format may be cause for rejection of a proposal. The content of proposals follows:

- A. **Cover Letter:** Include the specific person(s) or entity(ies), with contact names including addresses, telephone numbers and social security number or federal tax identification responding to the Request for Proposal. The letter is to be signed by an individual having proper authority to make the proposal.
- B. **Table of Contents:** List all sections and corresponding page numbers.
- C. **Company Experience:** Provide a narrative on the general overview of the proposer's relevant experience in providing the scope of services being requested and of project(s) similar to this project in scope or size.
- D. **Management and Operations:** Provide a narrative for management and operation of security services, including but not limited to supervising, scheduling, quality control, resolving conflicts, public relations, etc.
- E. **Company References:** Provide a list of five clients and client contact persons and telephone numbers where past work performed by you on projects of a similar nature to this RFP. Provide a brief description of the work performed on each of the projects.
- F. **Training:** Provide a narrative on the proposer's new hire training requirements, the methods for instructing new officers, the subject areas or topics covered in the training and the contractor's training philosophy. Also, include a narrative on training efforts in the areas of report writing, public speaking, customer focus, parking and traffic control, powers of arrest, legal powers and limitations, first aid, driver safety training, accident, fire protection and prevention, appearance and grooming standards.
- G. **Capability and Competency:** Provide a narrative of the proposer's financial and manpower capabilities to manage and operate security services pursuant to the Scope of Work. Prior to entering into an agreement with the City the selected security service firm will be required to submit documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement.
- H. **Vendor Hourly Rates Sheet:** Provide the hourly rate for armed and unarmed security officer and list the actual "line item" charges that comprise the bill rate. Completion of "Attachment E - Vendor Hourly Rates" complies with this requirement.
- I. **Suggested Timeline and Logistics:** This section shall include a brief narrative of the proposer's timeline in assuming the security services responsibility upon award of the agreement and a brief narrative of the logistics involved in the transition.

ATTACHMENT C

SECURITY FIRM'S CERTIFICATION

By my signature on this proposal I certify, under penalty of perjury, that the foregoing statements, pages _____ and _____ and those contained herein are true and correct.

REQUEST FOR PROPOSAL SUBMITTED BY:
Please follow instructions for each line, as explained

Line (1) _____ () _____ () _____
Bidding Firm Phone Fax

Line (2)

Line (3)
_____ *Address* _____

Line (4)
_____ *Name of Person Authorized to Sign Proposal/Signature*

INSTRUCTIONS FOR SIGNATURE PAGE

CORPORATIONS: INCLUDE ACKNOWLEDGEMENT OF SIGNATURE BY NOTARY IN CORPORATE FORM (See Line 4(a), of next page)

INDIVIDUALS, PARTNERSHIPS OR JOINT VENTURES: INCLUDE ACKNOWLEDGEMENT OF SIGNATURE BY NOTARY.

LINE1: The name of the Proposal must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; If Proposer is an individual, enter name; If Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact name of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1) i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the proposal and any contract awarded hereunder are to be addressed.

LINE 4: See selections below:

- a) If the Proposer is a **corporation**, the proposal must be signed by an officer or employee authorized to sign contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation (same certification attached): a copy of the secretary of the corporation (same certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign contracts. A notary must acknowledge the signature of the officer or employee who signs the proposal in the corporate form.
- b) If the Proposer is an **individual**, he/she must sign the proposal, or if the Proposal is signed by an employee or agent on behalf of the Proposer, a copy of power of attorney must be on file with the City of Lynwood prior to the time sent for the opening of the bids or must be submitted with the proposal. Any signature must be acknowledged by a notary.
- c) If the Proposer is a **partnership**, the proposal must be signed by all general partners; or by a general partner(s) authorized to sign contracts on behalf of the partnership; or by a general partner(s) authorized to sign contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership. All signature(s) must be acknowledged by a notary.
- d) If the Proposer is a **joint venture**, the proposal must be signed by all joint venturer(s); or by a joint venturer(s) authorized to sign contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively. All signature(s) must be acknowledged by a notary.
- e) Where Proposer is a **partnership or a corporation**, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAMES	ADDRESS
1)	
2)	
3)	
4)	

NOTE: All addresses must be complete with street number, City, State and Zip Code.

ATTACHMENT D

SAMPLE CERTIFICATION IF THE PROPOSER IS A CORPORATION

I, _____ certify that I am the secretary of the
(Name)
corporation named herein; that _____ who signed this
(Name)
proposal on behalf of the corporation, was then _____ of the said
(Title)
corporation; that said proposal is within the scope of its corporate powers and was
duly signed for and on behalf of said corporation by authority of its governing body,
as evidenced by the true and correct copy of the _____,
(Name of Corporate) (Document)
which is attached.

By: _____

Name: _____

Title: _____

Secretary: _____

Date: _____

ATTACHMENT E

VENDOR HOURLY RATES

per City of Lynwood RFP Specification # _____

Company Name _____
 Company Address _____
 Contact Name _____
 Phone Number _____

PER HOUR RATE	UNARMED	ARMED
DIRECT LABOR COST		
Wage rate per hour	\$	\$
INDIRECT LABOR COST		
FICA	\$	\$
SUI	\$	\$
FUI	\$	\$
Workers Compensation Insurance	\$	\$
General Liability Insurance	\$	\$
Uniform Expense	\$	\$
Vacation	\$	\$
Pre Employment Background & Drug Testing	\$	\$
Training	\$	\$
Non Scheduled Overtime	\$	\$
Operations Manager (Field Supervision)	\$	\$
SUBTOTAL INDIRECT LABOR COST:	\$	\$
OTHER COST		
Overhead	\$	\$
Gross Profit	\$	\$
Overtime Factor	\$	\$
Markup	\$	\$
Other: <i>(Describe)</i>	\$	\$
SUBTOTAL OTHER COSTS:	\$	\$

TOTAL WAGE RATE (ADD ALL DIRECT, INDIRECT, OTHER COSTS)	\$	\$
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VEHICLE(S) AND EQUIPMENT			
Item	Weekly Cost	Monthly Cost	Annual Cost
Vehicle	\$	\$	\$
Bicycle	\$	\$	\$
Golf Cart	\$	\$	\$
Cell Phone	\$	\$	\$
Other Equipment	\$	\$	\$
Total Cost	\$	\$	\$

	UNARMED	ARMED
TOTAL WAGE RATE (ADD ALL DIRECT, INDIRECT, OTHER COSTS)	\$	\$
HOURLY COST FOR EQUIPMENT	\$	\$
Straight Time Bill Rate (The sum of all line item factors. This is the amount that the City will be billed under normal circumstances for every hour of services provided by the contractor. This also includes security services coverage for facility rentals.)	\$	\$
Overtime Bill Rate (This is the agreed-to rate for any work performed outside of the normal scope hours, including holidays, extra coverage requirements, and short-term notice requirements).	\$	\$

The hourly rates provided above would be for Year 1 of this contract. Any price increase requested for years 2, 3, or 4 shall be in accordance with the consumer price index as described in this RFP.

I _____, _____ am duly authorized to commit my
 (Print Name) (Title)
 company to sell / perform the products and/or services described herein. I understand by signing this quotation I am not obligating the City to make this purchase, nor am I signing a contract to sell or perform this purchase. By signing this document I agree to comply with all specifications described herein, unless specifically noted.

Signature _____ Date: _____

ALL QUOTATIONS MUST BE SIGNED

CONSULTING SERVICES AGREEMENT

This agreement (“Agreement”) is made as of _____ by and between the **City of Lynwood**, a municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide consulting services to City as set forth in the attached **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A**. [or can set forth in a separate Schedule C; make appropriate changes throughout agreement if this is used.]

2. Term of Agreement. This Agreement shall commence on _____ (the “Commencement Date”) and shall terminate on _____ (the “Termination Date”), unless sooner terminated pursuant to the provisions of this Agreement. On or before ninety (90) days prior to the Termination Date, Consultant and City shall meet to discuss this Agreement and its possible extension and or modification. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three months following the Termination Date. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on each service.

B. Total payment to Consultant pursuant to this Agreement shall not exceed [total payment in words] (\$ total payment in figures)], which shall be payable in monthly installments of [installment payment in words] (\$ installment payment in figures)] _____ . In the event that this Agreement continues beyond the Termination Date as specified in Section 2, the total additional payment to Consultant in the event no new agreement is signed shall not exceed the sum of _____ for each month of extension or the appropriate prorated amounts if less than a full month of additional services is involved at any time.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only be reimbursed for those expenses which: (i) appear on Consultant’s monthly invoices; (ii) are accompanied by a copy of the City’s written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: Richard Warne, Interim City Manager

Consultant

Attn: _____

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services and Time of Performance (____ (__) pages)

Exhibit B – General Terms and Conditions (() pages)

///

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY

CITY OF LYNWOOD

By: _____
Salvador Alatorre, Mayor

Date

CONSULTANT

By: _____

Date

ATTEST:

By: _____
Maria Quinonez, City Clerk

APPROVED AS TO FORM:

By: _____
Fred Galante, City Attorney

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

2. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit A**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The _____ shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and

knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

- (i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- (ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability

policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.;

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from

payments due Consultant.

5. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination for Cause. Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under this Agreement within seven (7) days after receipt from City of a written notice of such default, or should Consultant violate any of the terms and conditions of the Agreement, City may terminate this Agreement with cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

9. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to

determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition. Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation. For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as

provided herein.

14. Compliance with Laws. Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City.

This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.