



CITY COUNCIL AGENDA REPORT

MEETING DATE: JUNE 19, 2012

ITEM NUMBER:

SUBJECT: FACILITIES MAINTENANCE REQUEST FOR PROPOSAL

DATE: JUNE 5, 2012

FROM: PUBLIC SERVICES DEPARTMENT – MAINTENANCE SERVICES DIVISION

**PRESENTATION BY: ERNESTO MUNOZ, PUBLIC SERVICES DIRECTOR
BOBBY YOUNG, FINANCE/IT DIRECTOR
KIMBERLY HALL BARLOW, SPECIAL COUNSEL**

**FOR FURTHER INFORMATION CONTACT: ERNESTO MUNOZ, PUBLIC SERVICES DIRECTOR
(714) 754-5343**

RECOMMENDATION:

Staff recommends that the City Council:

1. Reject the proposal received for Municipal Facilities Maintenance as “non-responsive.”
2. Direct staff to modify and re-advertise the Request for Proposal for Municipal Facilities Maintenance.

BACKGROUND:

In accordance with Council Policy 100-6, a Facility Maintenance Services Committee was formed to evaluate the potential for contracting of on-going City services. The Committee met on three (3) occasions to discuss the duties and responsibilities of the Facilities Maintenance Services program and to determine “available alternatives for service delivery.” Based on a detailed review of all alternatives, staff concluded that the most viable alternatives are to retain the existing service level but at a much lower cost through reorganization or contracting with either a public entity or a private company for services. In order to evaluate the privatization option, the Public Services Department prepared a draft Request for Proposals (RFP), which was reviewed and finalized by the Contracting Committee.

At the regular City Council meeting of January 3, 2012, the various alternatives for Facilities Maintenance Services were presented to the City Council. The City Council directed staff to release the RFP. The RFP for Facilities Maintenance Services was released on January 10, 2012.

ANALYSIS:

In response to the City's RFP, one proposal was received (Attachment 1). The Evaluation Committee reviewed the proposal and determined that it was non-responsive as it only addressed one minor area of the comprehensive maintenance program the City was seeking.

The Evaluation Committee recommended to the Public Services Department that the RFP be modified to encourage the participation of more companies in the competitive process.

Subsequently, staff revised the RFP (Attachment 2) to remove all of the current sub-contracts from the RFP to allow companies to propose on providing skilled labor without the responsibility of administering several large service contracts. The originally advertised RFP included the responsibility for administering the City's currently contracted services for Heating Ventilation and Air Conditioning (HVAC), Custodial Services, Elevator Maintenance, and Pest Control. The RFP has been revised to reflect those changes throughout.

The new goal of the RFP is to provide minimum specifications for skill levels, man-hours and required activities to clarify the services needed by the City for Facility Maintenance and to allow potential bidders to more fully understand what will be required of them. The potential contractor will provide the management and administration of a comprehensive maintenance program for a wide variety of municipal facilities. The work will include but not limited to the inspection, preventive maintenance, repair, custodial services, provision of materials and supplies and other tasks and services necessary to insure safe, well maintained municipal facilities for City employees and the public.

FISCAL REVIEW:

No fiscal analysis was conducted with this report.

ALTERNATIVES CONSIDERED:

1. The Council may direct staff to re-advertise the unmodified RFP.
2. The Council may recommend additional changes to the RFP or to the advertising process to encourage broader participation from vendors.
3. Council may receive and file the report.

LEGAL REVIEW:

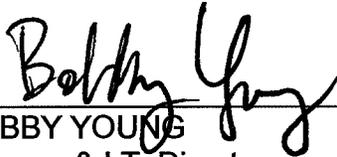
The City is under a preliminary injunction, which prevents it from contracting out services currently being performed by members of the Costa Mesa City Employees' Association. The Council may approve a contract and authorize the Chief Executive Officer to execute the contract in the future, however, when and if the injunction against the City is lifted or determined not to apply.

CONCLUSION:

The Request for Proposal process completed for Municipal Facilities Maintenance resulted in only one (1) proposal being submitted. The proposal was only for a very minor portion of the scope of work and was determined to be "non-responsive" by the Evaluation Committee. Changes to the RFP have been made, which likely will result in greater participation by private contractors. Staff recommends that the Council reject the non-responsive proposal and direct staff to revise and re-advertise the RFP.



ERNESTO MUNOZ
Public Services Director



BOBBY YOUNG
Finance & I.T. Director



Dr. KIMBERLY HALL BARLOW
Special Counsel

- ATTACHMENTS: 1. Facilities Maintenance Proposal Received
 2. Revised Facilities Maintenance RFP

- DISTRIBUTION: Chief Executive Officer
 Assistant Chief Executive Officer
 City Attorney
 Finance & I.T. Director
 Interim City Clerk
 Maintenance Services Manager

POOL SERVICES PROPOSAL

Friday, February 17, 2012



1547 W Struck, Unit E., Orange, CA 92867
Phone: 949-858-0686 Fax: 949-713-7624
www.DecksidePool.com
CA836169: C-53 and C-61

Kimberly Hall Barlow
Jones & Mayer
City of Costa Mesa City Attorney's Office
3777 N. Harbor Blvd
Fullerton, CA 92835

RE: Facilities Maintenance

Contact: Richard Amadril, Contract Manager.
rick.amadril@costamesaca.gov

Thank you for inviting us to present several service and rate options for pool services. Decksider has been providing high quality service to commercial pool facilities in Orange County since 1981. Customers include Disney (Disneyland), City of Santa Ana, City of Lynwood, City of Los Alamitos, (USA Water Polo Team Olympic Training Facility), YMCA of Orange County, Orangewood Children's Home, Shappel Apartment Communities, and many junior Olympic competition and general use pools for hundreds of homeowner associations in Orange County and Long Beach, CA.

DECLARATION OF INSURANCE: We carry commercial insurance with these limits:

- Auto: \$1,000,000. Mercury Policy AC 11057366.
- Worker's Compensation: \$1,000,000 Preferred Insurance Policy WKN130497-3.
- General Liability: \$2,000,000/\$2,000,000. Max Specialty Policy X0120010006.

CONTRACTOR'S LICENSE NUMBER: 836169 – a C-53 contractor

TAX IDENTIFICATION -- California S-Corporation, ID number 33-0881599

Downtown Recreation Center Pool Maintenance

Pool Daily Duties

- Test pool water free chlorine, total chlorine, pH and total alkalinity
- Measure water temperature, rate of flow, filter influent/effluent pressures
- Measure tank levels of chlorine, acid and co2
- Test underwater pool lights
- Contact pool staff for any concerns

Pool Weekly Duties

- Clean pump strainer basket
- Clean inspect and re-lube pump strainer lid o-ring
- Check sump pump
- Check emergency eyewash and shower station

- Determine chemical needs and secure delivery of adequate pool chemicals

Pool Duties as Needed

- Backwash sand filtration system
- Test calcium hardness and record
- Test TDS and record
- Supply and add to the pool as needed: sodium bicarbonate and or calcium to adjust levels
- Unblock chlorine line and acid wash chlorine injection quill
- Clean chlorine and pH sensor probes
- Dilute and refill acid tank (3:1)
- Rebuild chemical feed pumps as needed or annual at minimum
- Replace failed underwater light bulbs
- Routine maintenance of pool cover, lane line reels, lane line tightener, swim lift chair life buard towers, drinking fountains machine scrub all anti-slip decking
- Super chlorinate for fecal accidents

Pool Annual Duties

- Drain and refill pool annually
- De-chlorinate water prior to discharge to storm drain
- Dry chlorine scrub any algae build up

SPECIAL PRICING FOR CITY OF COSTA MESA			
Daily/Weekly Duties	AS DETAILED IN RFP	5 DAYS PER WEEK	\$14,300 PER YEAR
AS NEEDED	AS DETAILED IN RFP	WE ESTIMATE 2-3 HOURS PER MONTH	\$55 PER HOUR
ANNUAL DUTIES	AS DETAILED IN RFP	AS REQUIRED	\$800

- Clean and scrub surge pit
- Restore Chlorine Cl2 and calcium hardness levels
- Clean all chrome and deck tiles

CHEMICAL PRICING for CITY OF COSTA MESA (for chemicals provided by Decksides)

Chlorine

Bulk chlorine (sodium hypochlorite 12%) delivered per gallon \$1.45
 55 Gallon drums of Sodium Hypochlorite 12%. (\$45 deposit) \$80.00
 Sodium hypochlorite 12 % 4x1 case \$16.00

Acid

Bulk Acid 31% delivered per gallon \$3.00
 15 Gallon Drum of muriatic acid 31% (\$25 deposit) \$65.00
 Muriatic Acid 4x1 case \$16.00
 Algaecide (Granular Trichlor -per pound) \$6.00

Clarifier (per gallon) \$30.00
 Cyanuric Acid /Conditioner (dry, per pound) \$2.00
 De-foamer per QT \$32.00
 Phosphate remover per QT \$49.00
 D.E. No Charge

SERVICE CALL RATES

Repair Technician (Mechanic) labor rate \$85.00
 Pool Technician rate \$55.00
 Emergency call per hour (during business hours) \$125.00
 After hours Emergency call (2 hour minimum- per hour) \$170.00
 Contamination event \$280.00

Extra – optional services

Annual heater inspection 400,000 BTU and below \$125.00

Annual heater inspection -Hi-delta or Lochinvar (over 500,000 Btu)..... \$495.00
Annual on high rate sand filters- EPD/Stark/Pentair and ECO3 per tank \$125.00
Large circulation pumps annual tune-up and inspection (5 hp+) \$130.00
Monthly Quality Assurance inspection by certified inspectorNo charge

Note on Annual Heater inspections: We have a detailed checklist that was developed by the manufacturer of the pool heaters that we follow, we will be glad to send you a copy of the checklist.

Note on Annual Pump inspections: Since we inspect the pumps every 90 days and each time our service technician is on-site, we feel a separate annual inspection on all Pentair EQ series pumps and Pentair Whisper-flow pumps is not necessary. However, The Cast Iron (typically a Paco or US Filter with 5HP to 100 HP) do require a disassembly and impellor inspection annually.

Cancellation of the contract by either party may be done at any time with 30 day written notice.

PROPOSAL ACCEPTANCE: The services and terms described above are accepted as written.
Please complete and fax back to 949-713-7624

Authorized Signature _____ Date: _____

THANK YOU FOR CHOOSING DECKSIDE!



Thank you for inviting us to present a proposal for pool services. Deckside Pool Service has been providing high quality affordable commercial pool service **since 1981**. Currently we have 24 employees. We have the privilege of providing professional services to over 140 Homeowner's Associations as well as leading apartment communities, municipalities, hotels/motels, theme and water parks. Tried and true business practices have been tested and refined over the years that provide an ever growing group of

satisfied customer and solid referrals.

WE ARE THE PRO'S! --: All of our pool and repair technicians are uniformed full time employees; no independent contractors. As a result, your Deckside team is comprised of competent, knowledgeable and reliable team members. Before hire, our employees submit to a thorough drug screen, background check, credit check, and driving record check. New hires under-go extensive on-the-job training, and must demonstrate their competence through performance testing. Continuing education programs help our employees grow and identify a career path within the company, resulting in greater employee retention.



EXCEPTIONAL EXPERIENCE: We have been focused and dedicated to providing quality commercial pool service maintenance since 1981. Deckside works closely with the Orange County and Los Angeles County Departments of Environmental Health

QUALITY CONTROL EXCLUSIVE: Deckside is the ONLY commercial pool service company in Southern California to back up our service commitment to you with a full time certified and dedicated route inspector. Our certified pool inspector performs an on-site review (at your pool) of our service technicians on fifteen specific performance and quality criteria at least once per month. These inspections are graded and our staff is provided monetary bonus every 90 days based on their scores. When problems are encountered, however, they are addressed immediately through on-site training and remediation.

TRAINING: The service you receive is only as good as the people who provide the service on a daily basis. Deckside recognizes that our field employees are the most important part of our team and as such we invest an extraordinary amount of time and money in the initial and on-going training of our pool and repair technicians. To provide daily supervision and training, our route manager is not only a Certified Pool



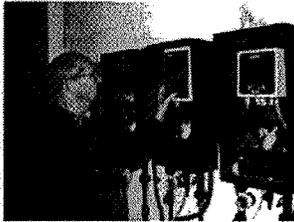
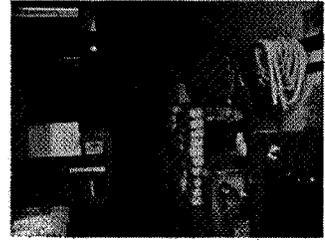
**CONTRACTORS
STATE LICENSE BOARD**

Operator, but also a **Certified Pool Operator Instructor**. This is a very distinguished designation that only a few people have achieved in southern California. All of our field staff, pool technicians and repair technicians are CPO certified. Fred Ross is also certified as C-53 contractor, Certified Pool Operator, and Certified Pool Inspector. Our initial one month training program is followed up with continuous ongoing field training, manufacturer and class-room training programs.

COMPREHENSIVE SERVICE: As one of the largest pool maintenance contractors in Southern California, Deckside can also provide expert installation and repair of pool equipment in addition to complete remodeling services for your pool facility: Including: replacement of plaster, tile, coping, ADA equipment, concrete, paver and alternative pool deck surfaces. To top it all off, Deckside reduced your

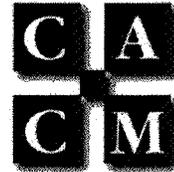
chemical costs by purchasing in bulk from the chemical factory direct. Currently, Decksider delivers over 50,000 gallons of chlorine per month (in peak) to hundreds of locations in Orange County including a well-known world-class theme park.

LOWEST COST GUARANTEE! As one of the largest pool maintenance contractors in Southern California, our buying power allows us to realize excellent cost savings when purchasing chemicals, parts and equipment. This allows us to offer you exceptional pricing on scheduled maintenance and repair services. **Check our price match guarantee!**



TECHNOLOGY: Decksider Pool Service has been recognized in several national publications for our innovative and effective use of mobile technology in the service field. Our Field Repair Technicians utilize hand-held computers in the field to receive extensive historical and technical information, and are connected to our dispatch center in "real-time." Our pool service vehicles are tracked using advanced GPS technology as provided by enterprise GPS. More at www.enterprisegps.com

GIVING BACK TO YOUR COMMUNITY: Decksider is an active member of the local chapters for CACM and CAI and has been invited as a guest speaker to provide expertise on a wide variety of pool operation safety and maintenance topics...



HIGHLY MOTIVATED AND PRODUCTIVE EMPLOYEES: To provide additional motivation to our pool service technician's employees to deliver the highest quality service possible, we have designed and implemented a quarterly incentive program to reward top performance. Our pool technicians are graded on each on-site inspection performed and graded using a detailed methodology and ranked according to their overall performance. Each quarter the top performer is awarded the TOP GUN award for the quarter in addition to a cash bonus. Our pool technicians carry company provided Apple iPhones with special applications for water chemistry calculations, text, email and photograph capabilities.

If you are ready to get started, please sign and fax this important information back to us at your earliest convenience!



**REQUEST FOR PROPOSAL
FOR
MUNICIPAL FACILITIES MAINTENANCE**

**Public Services Department
CITY OF COSTA MESA**

Released on June 25, 2012

**MUNICIPAL FACILITY MAINTENANCE
REQUEST FOR PROPOSAL (RFP)**

1. BACKGROUND

The City of Costa Mesa is seeking an exceptionally well-qualified firm to provide a comprehensive maintenance program for a wide variety of municipal facilities. The work will include the provision of a maintenance and management program including but not limited to the inspection, preventive maintenance, repair, custodial services, provision of materials and supplies and other tasks and services necessary to insure safe, well maintained municipal facilities for City employees and the public.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	June 25, 2012
Pre-proposal Meeting	July 12, 2012
Deadline for Written Questions	July 19, 2012
Responses to Questions Posted on Web	July 26, 2012
Proposals are Due	August 2, 2012
Interviews	August 15, 2012
Consideration of Contract	September 18, 2012

3. SCOPE OF WORK - STANDARDS AND SPECIFICATIONS

The Contractor shall retain professional personnel who have successfully and competently provided building maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City Representative, all aspects of buildings and/or facilities. For the purpose of this contract, routine preventative maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of building and equipment components on an as needed basis so as to facilitate operations with a minimum of downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of professionalism, skill, workmanship, applicable trade practices, meet warranties and shall conform to all applicable laws, codes and regulations. The successful Proposer's maintenance program and repairs shall, at a minimum, include but not be limited to the specifications outlined herein. This RFP is for routine, reoccurring maintenance only. The City reserves the right to let contracts for any and all work which requires a separate low bid process based upon the nature of the work and its anticipated costs.

SERVICES TO BE PROVIDED

It is the Proposer's responsibility to provide an appropriate level of on-site staffing as specified, provide appropriate tools, environmentally safe "Green" cleaning supplies, and vehicles necessary to support all facility maintenance functions during hours of maintenance and standby response. All of the Contract Proposer's functions are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other regulatory requirements. Contractor shall meet monthly with the City Representative to identify and discuss building modifications, capital improvements, rehabilitation and other recommended expenditures for City's consideration.

PRICING TABULATION SHEETS

Prices for all services as specified for service in this Proposal shall be included in the "Building Maintenance" pricing sheet in Exhibit 'B' and shall be at Prevailing Wage. Total pricing for all services included in the Proposal shall be set forth in Appendix D.

MINIMUM STAFFING LEVELS

The Contractor shall provide a staffing level that will provide the desired level of customer service, program support, maintenance and repair of all City facilities:

Minimum staffing levels shall include:

- One Facility Maintenance Supervisor, Superintendent (or equivalent) that is BOC Certified (Building Operator Certificate).
- Two (2) Facility Maintenance Technicians (journey-level workers) – 40 hours per week each.

The Facility Maintenance Technicians shall be proficient in the following trades:

Electrical
Plumbing
Painting/Carpentry

- One (1) Building Maintenance Worker – 40 hours per week.

Additionally, staffing levels shall provide the ability to respond immediately to situations involving the health and safety of employees or the public; comfort and operational capability of any public meeting space.

Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within five (5) working days from the date of the automated request or assignment by the City Representative.

As specified in the Special Provision section of the document, the Contractor must provide the following minimum staffing levels at four (4) City facilities:

- Senior Center: 1 maintenance worker - 20 hours per week
- Neighborhood Community Center: 1 maintenance worker - 40 hours per week
- Downtown Recreation Center: 1 maintenance worker - 40 hours per week
- Civic Center Campus: 1 maintenance worker - 40 hours per week

BILLABLE WORK

All work beyond and in addition to the scope of the contract shall be considered billable hours and will require that an estimate for that proposed work be provided to the City Representative for consideration and approval prior to the start of the work. Labor rates shall be per prices provided by Proposer in Exhibit 'B'.

SECURITY BACKGROUND CHECK OF PERSONNEL

Contractor is required to provide security checks for all personnel assigned to work under this contract. Security checks will be coordinated through Costa Mesa Police Department. CMPD will run security checks of all personnel assigned to work under this contract. The records check will include finger printing; Department of Justice wanted person system check, California Drivers License check, Orange County warrant check and review of any local record. The City will be responsible for the costs associated with this process. Additional checks will be required for all new employees during the lifetime of the contract and all such expenses after award of Contract shall be borne exclusively by the contractor. The City reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check. **The following information must be provided to the City Representative no less than 30 days prior to any employee's start of work:**

- a. Full Legal Name
- b. Social Security Number
- c. California Drivers License or ID number
- d. Birth Date
- e. Current Valid Address

SUBCONTRACTING

No portion of the work covered by these specifications may be subcontracted or assigned without prior approval of the City Representative. Requests to subcontract all or any portion of services required by this contract will be submitted to the City Representative, at least thirty (30) days in advance of the proposed effective date of the subcontract, unless otherwise directed by the City Representative. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractors who will provide services shall have successfully passed a background check prior to commencing work and meet the City's insurance requirements. *Contractor shall bear the expense of any subcontractor background checks.*

The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

FACILITY SECURITY

Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to

provide proof of identity when requested to do so by City personnel. Keys shall not be left in the doors. The Contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the City Representative or his/her designee. All spaces shall be locked and the lights turned off when work in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys/access cards required by the contractor will be furnished by the City to designated contractor employee and shall be returned to the City on demand. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exiting doors are to remain locked while the contractor is in the space. The Contractor is not to block open exterior doors for any reason. The Contractor is not to assist entry of anyone except contractor, City employees or Police/Fire personnel. Contractor's personnel shall immediately report to their supervisor and City Representative, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

Contractor shall secure Council Chambers and lobby doors at the end of all scheduled night meetings. Typically meetings end between 10:00 p.m. and midnight.

Keys: The Contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be responsible for all costs incurred by the City in re-keying the lock system. Keys shall not be duplicated.

Alarm System: Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse, cause false alarms on, or fail to set the security alarm system.

Damages: The Contractor will be responsible for all damages to the facility or contents caused by Contractor or their staff during the performance of their duties.

Tools & Equipment

The contractor shall furnish and maintain all equipment necessary for properly maintaining the City buildings. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies. The City of Costa Mesa reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

Utilities: City shall provide at its expense all utilities, including lights, power and water.

Inspections:

The City Representative, will perform inspections of each area to ascertain compliance to the specifications. A weekly inspection report will be communicated to the Contractor listing any deficiencies found. A meeting shall be held monthly prior to invoicing, between Contractor and

City Representative to confirm the work meets specifications; evaluate proposed charges for supplies; or other issues.

EXISTING SERVICE CONTRACTS

The City will administer all aspects of existing service contracts i.e. janitorial, elevator, pest control, etc. At the conclusion of the individual contract term, the City may seek competitive cost quotes from Contractor to provide the necessary service, but is not obligated to do so.

The Contractor shall provide highly skilled (journey level) personnel capable of providing the services below:

GENERAL PAINTING/CARPENTRY

- Performing rough and finished carpentry work in construction and repair of structures such as partitions, walls, doors, fences, window frames, office furniture, roofs, shelves or other facility related items.
- Operating woodworking power tools in safe manner.
- Performing fabrication for custom projects as needed.
- Performing painting projects as needed.

The Contractor shall provide highly skilled (journey level) personnel capable of providing the services below and complete specified work at the interval indicated:

PLUMBING MAINTENANCE & BASIC REPAIRS

- Contractor shall perform monthly inspections of plumbing systems.
- Contractor shall perform monthly preventative maintenance on plumbing systems.
- Contractor shall respond to and complete work requests assigned by the City Representative via electronic work order system provided by City.
- Contractor shall identify and perform basic and major repairs of plumbing leaks or breaks; solder and braze copper lines; opens clogged lines and drains; replaces washers and minor parts.
- Contractor shall maintain and monitor sewer systems through a preventative sewer video camera program, including full operation, inspection and maintenance of all City owned Facilities, including the sewer lift station in the Police Facility.
- Contractor shall inspect, monitor, and maintain all grease interceptor systems at City facilities.
- Contractor shall inspect all domestic water booster and circulation pump systems and perform bearing lubrication annually or more frequently as needed or specified by manufacturer; inspect couplings and check for any leaks.
- Contractor shall schedule and make record of all domestic water heaters and boilers to be fire-tested annually.
- Contractor shall lubricate all remote drinking water chiller condenser fan motor bearings annually.
- Contractor shall, on an as needed basis, replace sewage ejection pumps, and provide quarterly inspections. Exposed pumps should be lubricated annually.
- Contractor shall inspect all (City Hall, Police Department, New Corporation Yard, Old Corporation Yard and Fire Stations, (#1 Royal Palm; #3 Park Avenue; #4 Placentia

Avenue; #5 Vanguard: #6 Sakioka) waterless urinals monthly. Replace cartridges semi-annually or more frequently if they become a source of complaint.

- Contractor shall maintain drinking water filtration systems.
- Contractor shall repair drain lines, vent piping, potable water lines, and gas piping.
- Contractor shall repair and/or replace fixtures – toilets, wax rings, seals, faucets, sinks, Sloan valves, etc.
- Contractor shall install and repair water heaters and boilers.
- Contractor shall repair minor leaks and/or replace components.
- Contractor shall assemble, install and repair pipes, fittings of heating, water and drainage systems.
- Contractor shall repair and replace auto-flusher and manual flusher toilet valves (replace batteries with new, every six months).
- Contractor shall submit plans and obtain required no-cost building permits for each City project that requires permits.

The Contractor shall provide highly skilled (journey level) personnel capable of providing the services below and complete specified work at the interval indicated:

ELECTRICAL SYSTEMS MAINTENANCE AND REPAIRS

- Contractor shall provide Preventative Maintenance that will include checking switchgear, panel boards, connections, cleaning and re-torqueing electrical-equipment connections. Over-current devices should be cleaned and lubricated as required; fusible switch units should be checked to make sure all fuses within the unit are of the same class and rating.
- Contractor shall provide visual, monthly inspections of electrical systems for any signs of failing or faults in the system.
- Contractor shall perform monthly inspections of lighting systems for proper operation and repair and deficiencies discovered.
- Contractor shall inspect lighting at regular intervals, replace any burned-out lamps.
- Contractor shall dust lamps and clean lens surfaces to enhance lighting performance annually.
- Contractor shall re-aim adjustable lighting, if necessary. Ensure that each lamp has the same color temperature.
- Contractor shall inspect quarterly, all luminaires with transformers, control gear, or accessories, such as spread lenses, glare baffles, or color filters for proper operation. Contractor shall repair or replace as needed.
- Contractor shall possess a proficient understanding of PLC GE Smart Lighting Control Systems and shall be responsible for programming and adjusting lighting in the Police Facility.
- Contractor shall provide equipment necessary to safely repair lighting and ballasts up to thirty feet (30') in height.
- Contractor shall be responsible for repair and maintenance of all parking lot lighting, exterior lighting or other facility related lighting systems associated with City facilities.
- Contractor shall install, maintain and repair electrical wiring, equipment and fixtures.
- Contractor shall monitor, diagnose, install and/or repair all City owned facility electrical infrastructure.

- Contractor shall inspect all exterior lighting to insure cables are intact; all hardware is in place and working, and gaskets are providing a watertight seal.
- Contractor shall run new circuits to provide electrical supply to new equipment or office space as needed.
- Contractor shall install, repair, and maintain motors, transformers, generators, lights, appliances, circuits, wiring, and other electrical system equipment and components in compliance with electrical codes, standards, and regulations.
- Contractor shall maintain plans, drawings, specifications, and work orders to determine work requirements and sequence of repairs and/or installations.
- Contractor shall submit plans and obtain proper City 'no fee' electrical permits for each project that requires permits.
- Contractor shall possess knowledge of applicable electrical codes, standards, and regulations.
- Contractor shall perform annual infrared testing of all electrical panels and motor control centers in all City owned facilities and submit a written report to the City Representative of the findings. Photographs shall be submitted to City Representative.
- Contractor shall adjust exterior lighting controls for daylight changes.
- Contractor shall maintain UPS systems (replace batteries as needed) which are 'hard wired' into building systems. 'Plug in' UPS are not maintained by the Contractor.
- Contractor shall perform annual maintenance on the building electrical side of standby generators such as transfer switches and related components as specified by manufacturer's specifications.

The Contractor shall provide highly skilled (journey level) personnel capable of providing the services below:

MASONRY

- Contractor shall create concrete forms, mix, pour, and finish concrete surfaces for building foundations, exterior building sidewalks, and slabs when the need or projects dictate.
- Contractor shall perform stucco repairs and entire walls when the need or projects dictate.
- Contractor shall perform tile work, apply grout and sealer when the need or projects dictate.
- Contractor shall submit plans and obtain proper building permits for each project that requires permits and call for inspections.

MINOR BUILDING MAINTENANCE AND REPAIRS

- Contractor shall provide maintenance, service and or repair of door hinges, locks, pneumatics and other building hardware.
- Contractor shall provide window replacement as needed.
- Contractor shall repair flag poles as needed.
- Contractor shall maintain a stock of United States, California State and City flags; replacing worn flags as needed or requested by the City Representative.
- Contractor shall replace ceiling tiles as needed due to failure or staining.

ROUTINE FACILITY SUPPORT ACTIVITIES

- Contractor shall provide assembly, disassembly, modification of modular work stations and moving furniture as needed.
- Contractor shall perform installation of furniture and related components.
- Contractor shall relocate marker boards, cork boards, filing cabinets and conference tables, and other items typically found in office environments.
- Contractor shall provide general clean-up and maintenance of common areas as needed, during working hours.
- Contractor shall provide support for projects after working hours as needed for duration of projects in the form of providing access and general coordination of other contracted work.

EXTERIOR AND INTERIOR PAINTING

- Contractor shall perform monthly walkthroughs of all facilities to inspect painted, coated, or stained surfaces for determination of preventative maintenance work requests to be assigned out via electronic work order system to maintenance staff.
- Contractor shall perform repairs and prepare various surfaces for application of paint, enamel, lacquer, varnish, or stain to walls and ceilings.
- Contractor shall perform related wall & ceiling repairs and finish work.
- Contractor shall perform wall surface preparation.
- Contractor shall perform mixing of paint coating and quality application.
- Contractor shall apply sealer to porous surface walls when the need or projects dictate.

FLOORS

- Contractor shall perform removal and installation of replacement flooring.
- Contractor shall perform floor repair work that may include carpet, tile and other materials.

HEATING-VENTILATION-AIR CONDITIONING (HVAC) MONITORING

- Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all City facilities.
- Contractor shall monitor computer control systems for Siemens control panel, contacting the Siemens customer service center if problems are observed.

ROOFS

- Contractor shall inspect the condition of all facility roofs at least twice each year and prior to predicted rain events to clear roof drains and after the rain to identify any deficiencies, as a proactive measure.
- Contractor shall clear roof drains of debris as needed.
- Contractor shall walk the roof perimeter to examine sheet metal, copings, and previously repaired sections; identify and remedy any deficiencies.
- Contractor shall check roof-to-wall connections; examine flashings (at curbs and penetrations, etc.) for wrinkles and tearing. Repair or secure warranty repair as appropriate.
- Contractor shall re-caulk the top of face-mounted sheet metal on all single-ply roofs as needed or annually at a minimum.
- Contractor shall check for splits in the stripping plies and review warranty status for correction on all bituminous roofs.
- Contractor shall keep roof foot traffic to a minimum to avoid membrane damage.
- Contractor shall plan a moisture survey every 5 years to detect wet insulation or leaks.

- Contractor shall review all roofs annually and submit recommendations for roof projects to the City Representative in September.

ADDITIONAL CONTRACTOR RESPONSIBILITIES

- Contractor will provide proof of best pricing by reference to California Multiple Award Schedule (CMAS) pricing on all products that are recharged to the City. All supplies, materials, parts and equipment installed by Contractor shall be new and not previously used except as specifically approved in writing by City Representative.
- Provide MSDS sheets to City in a complete "Right to Know" binder for all products used in City facilities. City will determine where "Right to Know" books will be kept.
- Contractor shall supply their staff with their agency uniform and photo identification tags that will be worn at all times. Uniforms shall be consistent with Contractor logo and employee first or last name clearly visible.
- Contractor shall provide their employees with custodial training; proficiency ratings for correct chemical or cleanser application for all facets of Janitorial Maintenance.
- Contractor shall program all HVAC systems as directed by City Representative. On-site personnel shall be fully trained and functional in the operation of computer controlled systems in addition to any manually controlled HVAC equipment.

AFTER HOURS EMERGENCY RESPONSE

Contractor shall respond to a variety of after hours and weekend emergency call-outs related to City facilities and provide support when needed or as directed by City Representative. 'After Hours' shall be defined as Monday through Friday 5:00 pm to 6:00 am and 24 hours each day on weekends and Holidays or other times when the City is not open for business. Contractor shall have working personnel onsite within ½ hour of the call-out. Emergency call-outs shall be compensated on a time and material basis, with a two (2) hour minimum charge.

FACILITY SPECIFIC REQUIRED SERVICES

CIVIC CENTER

Daily Tasks Performed by Contractor

Morning:

1. Check mechanical rooms for AC condensation leaks and unusual belt or HVAC system noises for early detection.
2. Check HVAC front end / Automation system for any errors to AC system.
3. Check interior lighting in and around employees' desks, and offices. Change bulbs or ballast before public and employees arrival. Electricity has to be turned off during this time which means lights off and sometimes outlets as well. Immediate correction of deficient electrical systems is necessary for safety for the public and city staff.

4. Check exterior lighting throughout the civic center building for replacement of non-functional lights. Change out lights and lighting ballast to office areas and pedestrian corridors before regular hours.
5. Unlock predetermined doors by the specified time to allow for entry of City Staff and Public.
6. Unlock main entrance doors to City Hall.
7. Disable building alarm for door access to early employee arrivals.
8. Check elevators for proper operation.
9. Check automatic ADA doors and sliding doors for proper operation.
10. Check buildings cleanliness to score janitors on quality insurance survey.
11. Set-up and clean up certain conference rooms for early morning meetings, as well as check temperature in meeting room.
12. Deliver news paper to CEO's office and other predetermined offices in the mornings.
13. Check restrooms for supplies and plumbing issues as well as lighting.
14. Pressure washes sidewalks around City Hall exterior and dry as best as possible before public and employees arrive for work or business as needed.
15. Meet contractors doing repair work in city buildings before regular working hours as needed.

DOWNTOWN RECREATION CENTER (DRC)

Contractor shall provide a staff member forty hours each week to support this facility. Working hours to be determined by City Representative; but are typically 6:30 a.m. to 3:00 p.m. Tasks listed below are in addition to janitorial tasks.

Daily Tasks Performed by Contractor

- Contractor shall inspect the outside perimeter of the DRC building for damage.
- Contractor shall air blow or sweep clean exterior of building at all entrances and walkways.
- Contractor shall collect and dispose of litter around exterior of building.
- Contractor shall report any illegal activities by person(s) loitering to police.
- Contractor shall report any vandalism, graffiti or damage to the City Representative.

Weekly Tasks Performed by Contractor

- Contractor shall inspect and repair as needed all interior and exterior building lighting.
- Contractor shall remove all gum from interior floors.
- Contractor shall program all light timers, thermostats, and exhaust fans as necessary in support of programs and time changes.
- Contractor shall order and restock all janitorial supplies for the DRC.
- Contractor shall reset all battery clocks and replace batteries as needed.

As Needed Tasks Performed by Contractor

- Contractor shall clean all windows.
- Contractor shall inspect, maintain and repair door locks and panic bars.
- Contractor shall provide routine maintenance of all drinking fountains.
- Contractor shall power-wash walkways and other concrete surfaces on the immediate exterior of building.
- Contractor shall touch-up and/or repair damaged painted surfaces with the appropriate color match as needed.
- Contractor shall inspect roof drainage.

Restrooms and Locker rooms

Weekly

- Contractor shall machine scrub all ceramic tile surfaces including: restrooms, shower stalls, locker room floors, locker areas and hallways weekly.
- Contractor shall clean all vertical ceramic tile surfaces.

Monthly

- Contractor shall wash interior and exterior of skylights.

Kitchen

Weekly

- Contractor shall inspect and refill soap and sanitizer reservoirs at dishwasher.
- Contractor shall clean stove and grease traps.
- Contractor shall inspect refrigerator and freezer temperatures weekly.

Annual

- Contractor shall conduct grease interceptor pump out and treatment.
- Contractor shall certify fire suppression systems or contract for service.

Plaza Decorative Fountain Maintenance

Weekly

- Contractor shall remove all debris from fountain.
- Contractor shall test chlorine ppm and ph.
- Contractor shall inspect chlorine tablet feeder.
- Contractor shall backwash filter.
- Contractor shall empty pump skimmer basket.
- Contractor shall add chlorine tablets.
- Contractor shall acid wash chlorine discharge valve.
- Contractor shall add make up water as needed.
- Contractor shall vacuum debris out of fountain as needed.

Monthly

- Contractor shall unblock water jets in decorative fountain if plugged.

DOWNTOWN RECREATION CENTER POOL MAINTENANCE

All daily, weekly, monthly, and annual maintenance must be performed by a certified Aquatic Facility Operator (AFO) or a Certified Public Pool & Spa Operator who shall complete daily logs of all work and water testing performed. Records shall be provided to the City Representative weekly.

Pool Daily Duties

- Contractor shall test pool water free chlorine, total chlorine, combine chlorine, ph, and total alkalinity.
- Contractor shall record water temperature, rate of flow, filter influent / effluent pressure
- Contractor shall measure tank levels of chlorine, acid, and CO2.
- Contractor shall test under water pool lights for working operations.
- Contractor shall contact pool staff for any concerns regarding the pool that need to be addressed.
- Records shall be provided to the City Representative weekly.

Pool Weekly Duties

- Contractor shall clean pool pump strainer basket.
- Contractor shall clean, inspect and re-lubricate pump strainer lid 'o' ring
- Contractor shall check sump pump to insure proper operation.
- Contractor shall check emergency eyewash and shower station for proper function and document.
- Contractor shall determine chemical needs and coordinate with City representative to secure delivery of adequate pool chemicals to insure all laws and regulations are met and that the pool is safe for the public.

Pool Duties as Needed

- Contractor shall back wash sand filtration system if necessary beyond auto-backwash.
- Contractor shall test calcium hardness and record.
- Contractor shall test pool water total dissolved solids and record.
- Contractor shall supply and add to the pool as needed; sodium bicarbonate and/or calcium to adjust levels to within acceptable ranges.
- Contractor shall unblock chlorine line and acid wash chlorine injection quill
- Contractor shall clean chlorine and pH sensor probes.
- Contractor shall dilute and refill acid tank (3:1).
- Contractor shall rebuild chemical feed pumps as needed, or annually at minimum
- Contractor shall replace failed under water light bulbs.
- Contractor shall perform routine maintenance of pool cover and lane line reels, lane line tensioner, swim lift chair, life guard towers, drinking fountains, machine scrub all anti-slip decking.
- Contractor shall super chlorinate for fecal accidents, after notifying the City Representative.

Pool Annual Duties

- Contractor shall drain and re-fill pool annually (during closure period) and conduct annual maintenance and repairs as directed by City Representative.
- Contractor shall de-chlorinate water prior to discharge to storm drain.
- Contractor shall dry chlorine scrub any algae build up.
- Contractor shall clean, scrub and remove any debris from surge pit.
- Contractor shall restore chlorine, pH and calcium hardness levels.
- Contractor shall clean all chrome and deck tiles.

DOWNTOWN RECREATION CENTER GYMNASIUM

Gymnasium Daily Duties

- Contractor shall remove all scuff marks from gym floor
- Contractor shall remove gum from all surfaces
- Contractor shall dust mop gym floor
- Contractor shall dust mop bleachers

Gymnasium Weekly Duties

- Contractor shall auto scrub gym floor.
- Contractor shall mop all bleachers.
- Contractor shall wipe down all wall padding.
- Contractor shall dust all window ledges.

Gymnasium Annual Duties

Contractor shall refinish or subcontract the refinish of gym floor. As directed by the City Representative - Clean, sand and or buff, apply water based finish to floor (floor surface shall maintain slip coefficient of .06 or less) on an annual basis, unless otherwise directed by the City Representative. All other repairs will require that an estimate is provided to the City Representative for consideration. All work will be coordinated with the on-site Recreation Coordinator to schedule in respect of center events.

Gymnasium Duties As Needed

- Contractor shall clean all the exterior of overhead HVAC ducts and backboard supports.
- Contractor shall clean air registers and electric motorized louvers.
- Contractor shall replace basketball nets and volleyball nets and support cables.
- Contractor shall open windows and louvers.

DOWNTOWN RECREATION CENTER GYMNASTICS ROOM

Daily Duties

- Contractor shall dust mop and sweep all floor exercise mats
- Contractor shall wipe down uneven bars
- Contractor shall vacuum tumbling carpet
- Contractor shall sanitize all interior gymnastic (cushioned) interior jump / fall gymnastic mats.

Gymnastic Weekly Duties

- Contractor shall mop all floor mats

Gymnastic Quarterly Duties

- Contractor shall remove and machine scrub all floor mats and exercise padding throughout and reinstall.
- Contractor shall auto scrub all hardwood walkways
- Contractor shall scrub visitor seating
- Contractor shall provide preventive maintenance on all gymnastic equipment uneven bars, balance beams, and spring boards.

NEIGHBORHOOD COMMUNITY CENTER

Contractor shall provide a staff member forty hours a week to support this facility.

- Contractor shall inspect and perform periodical interior and exterior door adjustments on entire facility for proper operation
- Contractor shall inspect and make repairs to exterior facade
- Contractor shall maintain and paint exterior of outside painted doors.
- Contractor shall keep dumpster area clean.

NCC Roof

- Contractor shall inspect and clear roof drain debris periodically, and prior to rains

NCC Interior

- Contractor shall perform the set-up and take down of the Audio / Visual equipment to support programs.
- Contractor shall reposition interior movable walls for events as needed.
- Contractor shall maintain kitchen cleanliness according to Orange County Department of Environmental Health standards.
- Contractor shall repair and or adjust door hydraulics and panic bars.
- Contractor shall perform minor door lock repairs.
- Contractor shall maintain organization and cleanliness of storage rooms on a periodic basis.
- Contractor shall provide setup and take down of tables, chairs, podium, beverage spill mats and sound system to support events as needed.
- Contractor shall repair gas lines to grill & burners as needed.
- Contractor shall install custom cut to fit, and replaced damaged ceiling tiles.

Annual

- As directed by the City Representative - Clean, sand and or buff, apply water based finish to floor (floor surface shall maintain slip coefficient of .06 or less) on an annual basis, unless otherwise directed by the City Representative. All other repairs will require that an estimate is provided to the City Representative for consideration. All work will be coordinated with the on-site Recreation Coordinator to schedule in respect of center events.

SENIOR CENTER

Contractor shall provide one staff member for twenty hours each week to support this facility.

Daily

- Contractor shall sweep and or clean all exterior sidewalks
- Contractor shall walk and remove litter around the building perimeter.
- Contractor shall inspect and report damage to the City Representative as a result of a rental.
- Contractor shall check temperatures on the refrigerators and freezers and adjust the HVAC settings to accommodate scheduled activities.

- Contractor shall inspect for building interior for graffiti damage, remove graffiti and paint as needed to restore original finish.
- Contractor shall report exterior graffiti vandalism to the City Representative
- Contractor shall spot clean carpets daily
- Contractor shall remove and dispose of litter from parking lot daily

Weekly

- Contractor shall clean all exterior windows once a week.
- Contractor shall inspect operation of all moveable partition walls.
- Contractor shall adjust and maintain the trolley system adjustment to keep movable walls in good order. Report any deficiencies to the City Representative

Monthly

- Contractor shall power wash all exterior sidewalks and second floor decks
- Contractor shall clean A/C vents monthly

Annually

- Contractor shall camera sewer lines and service system as needed.
- Contractor shall service grease interceptor.
- Contractor shall clean skylights in the Spring after the rain season.
- As directed by the City Representative - Clean, sand and or buff, apply water based finish to dance floor and stage (floor surface shall maintain slip coefficient of .06 or less) on an annual basis, unless otherwise directed by the City Representative. All other repairs will require that an estimate is provided to the City representative for consideration. All work will be coordinated with the Senior Center Director to schedule in respect of center events.

Mesa Verde Library

Contractor shall provide the following services:

- Contractor shall perform a general deficiency inspection of the library on a monthly basis, and advise the City Representative of the evaluation.
- Contractor shall correct plumbing, electrical, roof and drain systems, and all surface paint deficiencies.
- Contractor shall respond to HVAC complaints, identify deficiencies and contact City Representative for direction.
- Contractor shall provide the City Representative with estimates for consideration of all billable repairs.

ADDITIONAL SERVICES

All tasks listed below apply to all facilities unless otherwise indicated:

- Contractor shall review all 'Costa Maintenance' help desk requests daily and promptly schedule repairs as needed.
- Contractor shall utilize a licensed or manufacturer-authorized professional to inspect fire- and life-safety systems. Contractor shall insure that certifications are up to date, and ensure that reports and paperwork are available at all times to City Representative.

- Contractor shall verify daily that all fire-protection control panels are not in "alarm" or "trouble" condition.
- Contractor shall insure that the pressure gauges on the fire extinguishers are in the green/operable range at all times.
- Contractor shall dispose of facility generated hazardous materials to Corporation Yard. All Haz-Mat shall be stickered with identification of content, origin, dated and catalogued, then stored in Haz-Mat containment coordinating with Fleet Maintenance personnel.
- Contractor shall inspect door locks and locking devices for repair or replacement. Re-keying of offices or departments work may be subcontracted to a locksmith.
- Contractor shall manage "Keywatcher" system for City Hall provided fleet pool. This includes data management of system.
- Contractor shall provide set-up and take down in preparation for City Council meetings, Study Sessions, Planning Commission and Parks & Recreation Commissions as scheduled.
- Contractor shall provide set-up for other scheduled meetings per monthly event scheduled in council chamber and in all conference rooms.
- Contractor shall empty paper, plastic, and beverage metal recycle bins as well as trash bins on every floor of City Hall & Corporation Yard on a daily basis. All revenue collected from recycling shall be accounted for to the City Finance Department and will be deducted from the monthly contract payments.
- Contractor shall remove and re-installation of art displays in lobby of City Hall when requested by city staff to do so.
- Contractor shall clean restrooms and conference rooms if and when needed during normal operating hours.
- Contractor shall install and remove ventilation deflectors in city buildings as needed.
- Contractor shall mount or dismount new and existing bulletin boards, dry erase boards, and pictures as requested to do so by city staff.
- Contractor shall replace and reset clocks as requested to do so by city staff.
- Contractor shall remove, install, manufactured signage for city offices as requested to do so by city staff.
- Contractor shall replace city flags, flag poles, and halyards as needed. Maintain an adequate flag inventory for replacement of all facilities.

RECREATIONAL FACILITY REPAIR AND MAINTENANCE – SPECIAL PROVISIONS

The Contractor shall provide a comprehensive inspection, repair and maintenance program for seventeen (17) recreational facilities; including but not limited to restrooms, snack bars, storage buildings, historic structures, and various enclosures.

Below is a list of the seventeen (17) parks:

1. Balearic Center – 2 restrooms
- 2) Del Mesa Park – 2 restrooms
- 3) Estancia Park – 2 restrooms
- 4) Fairview Park – 4 restrooms
- 5) Farm Complex – 2 restrooms
- 6) Heller Park – 2 restrooms
- 7) Lions Park (Davis Field) – 2 restrooms
- 8) Lions Park – 2 restrooms

- 9) Shiffer Park – 2 restrooms
- 10) Smallwood Park – 2 restrooms
- 11) TeWinkle Park (Restroom # 1 – Angels Playground) – 3 restrooms
- 12) TeWinkle Park (Restroom # 2) – 2 restrooms
- 13) TeWinkle Skate Park – 2 restrooms
- 14) TeWinkle TW Sports Complex – 2 restrooms
- 15) Vista Park – 2 restrooms
- 16) Wakeham Park – 2 restrooms
- 17) Wilson Park – 2 restrooms

The Contractor shall be responsible for weekly inspections and operational testing of fixtures and drains.

The Contractor shall repair or replace all fixtures and amenities with “same” unless authorized by the City Representative.

The Contractor shall be responsible for maintaining and repairing drinking fountains attached to the buildings or adjacent to the buildings.

The Contractor shall keep the drinking fountains free of debris and operational at all times.

The Contractor shall repair or replace all drinking fountains with “same” unless authorized by the City Representative.

Contractor shall perform the following work each day. This work is performed five (5) days per week (Monday through Friday).

Obtain work orders or e-mails before the work for the day, to coordinate work for the day and/or week.

Repair, replace or install all identified restroom fixtures and lighting inside and outside of the each restroom within the parks; including but not limited to: playground equipment, playground surfacing, shelters, picnic tables, park benches, lighting fixtures, light poles, photocells, signage, posts and gates

Perform monthly lighting checks of park buildings. Contact City representative following inspection to coordinate repair.

4. PROPOSAL FORMAT GUIDELINES

Interested Contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this RFP and any awarded contract may be rejected.

The following proposal sections are to be included in the bidder's response:

A. Vendor Application Form and Cover Letter

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the Contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5) Firms and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.

6) Proposers shall disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. Any past or current business relationship does not disqualify the firm from consideration.

D. Staffing

Provide a list of lead personnel who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-Contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2) A summary of the firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - Client Name
 - Project Description
 - Project start and end dates
 - Client project manager name, telephone number, and e-mail address

F. Fee Proposal

All Proposers are required to use the form in Appendix D along with "Exhibit A & B" to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission

5. PROCESS FOR SUBMITTING PROPOSALS

• Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

• Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit five (5) copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on August 2, 2012, to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

**Kimberly Hall Barlow
Jones & Mayer
City of Costa Mesa City Attorney's Office
3777 N. Harbor Blvd.
Fullerton, CA 92835**

RE: FACILITIES MAINTENANCE

Inquiries:

Questions about this RFP must be directed in writing, via e-mail to:

**Kimberly Wilson, RFP Facilitator
Kimberly.Wilson@Costamesaca.gov**

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#); Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than July 26, 2012. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

Conditions for Proposal Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel

this RFP in part or in its entirety. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below:

1. Qualifications of Firm and Key Personnel-----25%
Includes a firm's ability to provide the requested scope of services, the firm's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.
2. Approach to Providing the Requested Scope of Services-----10%
Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.
3. Price Proposal-----50%
Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.
4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or meet or exceed current performance standards and/or capabilities. ----15%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for August 15, 2012 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation price, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the Contract Manager at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the Contract Manager, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Contract Manager will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the Contract Manager, and pursue its protest at the Council meeting, it will notify the Contract Manager of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the Contract Manager, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government

Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." See Appendix F.

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

15. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry,

Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an ***approved*** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

EXHIBIT 'A'

CITY OF COSTA MESA

MUNICIPAL FACILITIES

&

PARKS & RECREATIONAL FACILITIES

CITY FACILITIES TO BE MAINTAINED

BUILDING/FACILITY	ADDRESS	SQUARE FOOTAGE
Balearic Center	1975 Balearic Drive	8,035
City Hall	77 Fair Drive	73,341
Communications Center	79 Fair Drive	7,960
Corp Yard Rear (Old)	2300 Placentia Avenue	17,450
Corp Yard Front (New)	2310 Placentia Avenue	18,006
Costa Mesa Tennis Club • Pro Shop • Patio Cover	880 Junipero	1,025 451
Downtown Community Center	1860 Anaheim Avenue	12,000
Fire Station #1	2803 Royal Palm Avenue	9,308
Fire Station #2	800 Baker Street	4,800
Fire Station #3	1865 Park Avenue	6,500
Fire Station #4	2300 Placentia Avenue	7,213
Fire Station #5	2450 Vanguard	6,500
Fire Station #6	2350 Sakioka Drive	9,200
Historical Society Building	1870 Anaheim	4,000
Mesa Verde Library	2969 Mesa Verde Dr. East	5,888
Neighborhood Community Center	1845 Park Avenue	24,000
Police Facility	99 Fair Drive	50,646
Police Facility/Shed	99 Fair Drive	100
Police Helipad	99 Fair Drive	2,464
Police Substation	567 W. 18 th Street	8,966

PARK & RECREATIONAL FACILITIES

PARK FACILITIES	ADDRESS	SQUARE FOOTAGE
Del Mesa Park • Restroom/Storage • Picnic Shelter	3120 Manistee Drive	100 200
Estancia Park Restroom	1900 Adams Avenue	600
Estancia Park Adobe	1900 Adams Avenue	500
Fairview Park • Restroom • Shelter	2501 Fairview Rd	400 500
Farm Restroom/Storage/Shelter	2750 Fairview Rd.	1,500
Heller Park • Restroom • Lattice Structure	257 E. 16 th Street	400 200
Lion's Park Ballfield Restroom	570 W. 18 th Street	260
Lion's Park Main Restroom	570 W. 18 th Street	1,554
Lion's Park Picnic Shelter	570 W. 18 th Street	3,073
Lion's Park Grandstand	570 W. 18 th Street	3,125
Mesa Verde Park	1795 Samar Drive	2,789
Paularino Park Picnic Shelter	1040 Paularino Avenue	2,000
Pinkley Park Arbor	360 Ogle St.	700
Shiffer Park • Restroom • Picnic Shelter	3134 Bear Street	324 576
Smallwood Park Restroom	1656 Corsica Place	530
Tewinkle Park • Picnic Shelter #1 • Picnic Shelter #2 • Picnic Shelter #3 • Ballfield Building & Restroom • Pump House	970 Arlington Drive	1,225 480 812 1,763 378
Tewinkle Park • Restroom – East (Skate Park)	970 Arlington Drive	600

<ul style="list-style-type: none"> • Restroom – Middle (Tot Lot) • Restroom - West 		600 400
Tewinkle Park <ul style="list-style-type: none"> • Skate Park • Bark Park Storage Building 	970 Arlington Drive	684
Vista Park Restroom	1200 Victoria	400
Wakeham Park Restroom/Storage	3400 Smalley Street	1,582
Wilson Park <ul style="list-style-type: none"> • Restroom • Picnic Shelter 	360 Wilson Street	200

EXHIBIT 'B'
BID PRICING
SHEET

PRICING SHEET FOR MINIMUM REQUIRED STAFFING

Minimum staffing levels shall include:

- One Facility Maintenance Supervisor,/Superintendent - 2080 Hrs./Year
- Two (2) Facility Maintenance Technicians – 40 hours per week each. 4160 Hrs./Year
- One (1) Building Maintenance Worker – 40 hours per week: 2080 Hrs./Year
- One (1) Building Maintenance Worker - 20 hours per week: 1040 Hrs./Year
- One (1) Building Maintenance Worker - 40 hours per week: 2080 Hrs./Year
- One (1) Building Maintenance Worker - 40 hours per week: 2080 Hrs./Year
- One (1) Building Maintenance Worker - 40 hours per week: 2080 Hrs./Year

Hourly Costs Per Hour shall include all wages, fringe benefits, insurance, supervision, administrative overhead, profit and all other costs associated with providing the required labor.

Qty.	Position	Cost/Hour	Hrs./Yr.	Annual Cost
1	Superintendent		2080	
2	Facility Maint. Technician		2080	
1	Building Maintenance Worker		2080	
1	Building Maintenance Worker		2080	
1	Building Maintenance Worker		2080	
1	Building Maintenance Worker		2080	
1	Building Maintenance Worker		1040	
	Total Cost Per Year	N/A	N/A	\$

EXTRA WORK PRICING:

TRADE

TOTAL COST PER HOUR

Bricklayer, Mason

Carpet, linoleum, tile layer

Drywall finisher

Electrician

Glazier

Painter

Plumber

HVAC Service and repair Technician

Roof Repair Technician

Window cleaner

Building Maintenance Worker

Facility Maintenance Technician

Superintendent

'MARK UP' ON MATERIALS PROVIDED FOR REGULAR OR EXTRA WORK: _____%

APPENDIX A



**REQUEST FOR PROPOSAL
MUNICIPAL FACILITIES MAINTENANCE**

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this ___ day of _____, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and consultant, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant _____ as described herein below; and
 - B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
 - C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
 - D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.
- NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each.

The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. **INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Twenty Million Dollars (\$20,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Five Million Dollars (\$5,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Twenty Million Dollars (\$20,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be

deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant
12345 Jefferson Rd.
Costa Mesa, CA 92626
Tel: 555-555-5555
Fax: 555-555-5555
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution,

regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Additional Indemnification Obligation. In the event that there is a challenge to the award of contract, or the recommended award of contract (collectively defined only for purposes of this section as a Claim), the Consultant to whom the contract is awarded, or recommended to be awarded, will assume all responsibility for any Claim, and will defend, indemnify, and hold harmless the City from and against all damages (including but not limited to legal fees that may be awarded), and pay any and all costs and expenses, including but not limited to City's reasonable costs and legal fees, related to the Claim. The City may tender the defense of a Claim or may, in its sole discretion, choose to defend the Claim itself and be entitled to prompt reimbursement of its reasonable costs and expenses, including but not limited to legal fees, as they occur. In the event the City tenders the defense of the Claim, it retains the right to approve any settlement of a Claim and may reasonably object to any counsel defending the Claim. Such costs and legal fees shall not be reimbursable to Consultant by City through any awarded contract.

Notwithstanding the preceding paragraph, this indemnity and defense obligation does not apply to the extent any Claim is based on the City's failure to follow the procurement procedures set forth in the RFP.

6.11. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.18. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA, A municipal corporation

City Manager of Costa Mesa

Date: _____

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CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

(56)

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - b. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;
 3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C

CERTIFICATES OF INSURANCE

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Municipal Facilities Maintenance RFP at any time after January 9, 2012.

OR

I certify that Proposer or Proposer's representatives have communicated after January 9, 2012 with a City Councilmember concerning the Municipal Facilities Maintenance RFP. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM MUNICIPAL FACILITIES MAINTENANCE

Provide annual pricing in accordance with the City's current requirements, as set forth in Section 3 - Scope of Work AND listed in 'Exhibit B'.

Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Total Annual Price	\$
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APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."