

REQUEST FOR PROPOSALS (RFP) NO. 22-168

FOR

DOWNTOWN SANTA ANA CLEAN & SAFE TEAM



CITY OF SANTA ANA

KEY RFP DATES: *The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date:	Wednesday, December 7, 2022
Pre-Proposal Meeting & Job Walk:	Tuesday, December 20, 2022, 10:00 AM
Deadline for Questions:	Wednesday, December 21, 2022, 4:00 PM
Proposal Due Date:	Tuesday, January 10, 2022, 4:00 PM
City Council Meeting:	Tuesday, February 21, 2022
Contract Start:	On or about March 1, 2022



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EXHIBITS

(Exhibits provided herein for Proposers' reference only.)

EXHIBIT I – SCOPE OF SERVICES
EXHIBIT II – SAMPLE BUDGET
EXHIBIT III – SAMPLE AGREEMENT
EXHIBIT IV – FEDERAL REGULATIONS

ATTACHMENTS

(Attachments must be signed and included with the proposal.)

A PROPOSER'S CERTIFICATION, PROPOSAL ITEM PRICING
B REFERENCES
C PROPOSER'S STATEMENT
D NON-COLLUSION AFFIDAVIT
E NON-LOBBYING CERTIFICATION
F NON-DISCRIMINATION CERTIFICATION



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I. BACKGROUND

Incorporated in 1886, Santa Ana, a Charter City, established a Council-Manager form of government in 1952. The City Council is composed of seven members; the Mayor elected at large and six Council members elected by ward, who appoint the City Manager, City Attorney and Clerk of the Council. The City of Santa Ana (City) is a full-service City with a diverse population of approximately 335,000.

The City's eleven agencies provide all the traditional municipal services, as well as water utility, library system, 20-acre zoo, City Jail, Police Department, and contracts with the Orange County Fire Authority for provision of fire services. The City employs 1,178 authorized full-time positions and has an annual citywide budget is \$646 million, including the General Fund budget of \$316 million.

The City of Santa Ana is located 10 miles inland from the Pacific Ocean, 33 miles southeast of Los Angeles and 90 miles north of San Diego. The City, which is the county seat of Orange County, encompasses an area of approximately 27 square miles and is the 11th largest by population in California.

II. PRE-PROPOSAL MEETING AND JOB WALK

An **optional** pre-proposal meeting will be held on the date and time specified on the cover page of this RFP.

Location of meeting: Corner of 4th Street and French Street
Santa Ana, CA 92701

Note: A nearby parking structure is available at 300 E. 5th Street, Santa Ana, CA 92701. Parking is free on Monday through Friday from 7:00 AM – 5:00 PM. The City is not responsible nor shall it reimburse proposers for any fees associated with parking.

III. OVERVIEW OF PROJECT

The City of Santa Ana (City) is seeking proposals from qualified contractors (Proposers) to provide a variety of cleaning/janitorial and security oversight services for Downtown Santa Ana as described in Section IV Scope of Services.

The term "Vendor", "Proposer", and "Contractor" shall refer to any legal entity or entities submitting a proposal in response to this Request for Proposals (RFP).

IV. SCOPE OF SERVICES

SEE EXHIBIT 1 – SCOPE OF SERVICES

Usage is not guaranteed. Execution of an agreement between the City and successful firm(s) and/or individual(s) does not guarantee work throughout the duration of the contract period. Numerous factors will be evaluated by the City in its delivery of project and assignments, including technical expertise required.

**CITY OF SANTA ANA****V. TERM OF AGREEMENT**

The anticipated term of the agreement is for an initial period of five (5) years with a start date of March 1, 2023. The City may, at its discretion, extend the agreement with the same or more limited scope of required services for one additional two-year period, upon mutual agreement contingent upon City Council approval, or City Manager or City Attorney authorization, as appropriate. The total term of the awarded agreement shall not exceed seven (7) years.

VI. MINIMUM QUALIFICATIONS

SEE EXHIBIT I – SCOPE OF SERVICES

VII. RESPONSE TO RFP**A. SUBMITTAL INSTRUCTIONS**

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the RFP due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. No other form of submittal will be accepted.

PlanetBids will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully. Submit proposal online at:
<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned Buyer. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

In addition to the above electronic submission instructions, one USB flash drive containing a copy of the complete proposal packet and five (5) hard copies must also be submitted. Please see paper submission instructions at Section VI RESPONSE TO RFP, F Proposal Contents, No.3 Number of Proposal Copies and Signature.

Proposals shall NOT be sent via telegraphic, electronic, or facsimile means.

All notifications, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

**CITY OF SANTA ANA****B. COMMUNICATION / CONTACT WITH CITY STAFF**

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned Project Coordinator(s), and no other City staff about this RFP from the date this RFP is issued until a contract is awarded. The City will provide all official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the designated Project Manager(s).

C. REQUEST FOR INFORMATION OR CLARIFICATION / QUESTIONS

Questions regarding this RFP shall be submitted via PlanetBids. Responses to all questions will be posted on PlanetBids no later than the date and time shown at the schedule of key RFP dates on the cover page of this RFP. All prospective Proposers are advised to visit PlanetBids on a regular basis as responses may be posted earlier than the date above (if applicable). No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this RFP, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following:

Megan Ornelas
Buyer
mornelas@santa-ana.org

D. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's PlanetBids system, <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation.

E. UNDERSTANDING PROPOSAL

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform



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the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document shall be submitted to the City by the deadline to submit requests for information or clarification/questions set forth herein.

F. PROPOSAL CONTENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, photographs etc., are not necessary or desired. Emphasis should be concentrated on conformance to RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Digital dividers and clear organization of content and material are encouraged.

All proposal submissions shall be on 8-1/2" x 11" white paper.

1. Statement of Qualifications (SOQ)

SOQ must include a Table of Contents and be limited to a **maximum of 10 pages** (excluding section dividers and exhibits). The page limitation includes all appendices, attachments, and supplemental information. Additionally, SOQ must include the following:

a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity. Cover Letter shall not exceed one page.

Cover letter must be addressed to the following City Project Manager:

Julie Castro, Economic Development Specialist II
City of Santa Ana – Department
20 Civic Center Plaza
Santa Ana, CA 92701

b. Services Provided

A description of proposed services to be provided and how they meet the needs of the City as described in **Section III – Scope of Services (and see Exhibit I – Scope of Services)** (Above).

c. Agreement Statement

Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in **EXHIBIT III – Sample Agreement** of this RFP (if any).

d. Firm and Team Experience

Proposal shall include a profile of the firm's experience including the following:

- i. A general description of the firm, including size and number of employees working directly with the City on this agreement.
- ii. Firm's nearest address serving the City of Santa Ana and headquarters address.
- iii. Name and contact information of the supervising Project Manager/Principal Agent, to be assigned to the agreement. The Project Manager/Principal



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Agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited to an interview.

e. Proposed Work Plan

Proposal shall include a statement demonstrating the firm's understanding of the Scope of Services.

Additionally, proposed work plan shall include Proposers':

- i. Anticipated approach to performing services as specified herein;
 - ii. Suggestions or special concerns the evaluation committee should take into consideration (if any);
 - iii. Description of deliverables and implementation plan. Proposer shall submit a general description of the deliverables, implementation plan, and timeline.
- f. Criteria: three (3) pages maximum, 1.5 spaced, Times New Roman, 11 pt. font, one inch margins.
- g. References: Attachment B – References shall be submitted for similar projects performed for state and/or similar government clients.

2. Cost Proposal

All Proposers are required to submit a fixed rate fee with their Cost Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Cost Proposal must include a payment schedule if applicable. City reserves the right to negotiate compensation and/or payment schedule prior to award of any resulting agreement.

The City shall not provide reimbursement for travel-related expenses, mileage, parking, lodging, meals, incidental fees, insurance, freight/shipping and handling/delivery, and any other business expenses, supplies and materials related to providing services as specified herein. Additional costs will not be considered and will not be reimbursed by the City, therefore, such costs must be absorbed in Proposer's cost proposal fee structure

Proposals shall be valid for a minimum of one hundred eighty (180) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become property of the City.

See Exhibit II – Sample Budget

3. Number of Proposal Copies and Signature

In addition to the online submittal of proposals by the deadline specified on the cover page of this RFP, one USB flash drive containing a copy of the complete proposal packet five (5) hard copies of Respondent's proposal shall be signed by a company official with the authority to bind the company and mailed or delivered in a sealed envelope or box to the City's Project Manager listed above under Section F. Proposal Contents, at No. 1 Statement of Qualifications (SOQ), a. Cover Letter (addressed to attention of Project



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Manager) Additionally, one (1) copy of your Cost Proposal must be submitted electronically to PlanetBids (see Section A – Submittal Instructions).

Sealed envelope or box with proposal documents shall be clearly labeled as follows:

RFP 22-168 Downtown Santa Ana Clean & Safe Team

NOTE: Electronic, paper/hard copies, and USB flash drive must all be submitted to the City as specified above by the deadline to submit proposals. No exceptions shall be made.

VIII. CERTIFICATIONS (ATTACHMENTS)

In addition to the SOQ, Narrative/Technical Proposal, and Cost Proposal, the following forms, included in this RFP, shall be signed and included as part of the proposal submittal package:

- Attachment A: Proposer's Certification and Proposal Item Pricing
- Attachment B: References
- Attachment C: Proposer's Statement
- Attachment D: Non-Collusion Affidavit
- Attachment E: Non-Lobbying Certification
- Attachment F: Non-Discrimination Certification

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any commitment will be awarded pursuant to this RFP or otherwise.

PLEASE NOTE: City will not be waive notarization requirement when applicable on any of the required attachments.

IX. REFERENCES

Contractor shall provide three (3) references from other similar public agencies for which services similar to those specified in this RFP have been performed, including contact names and telephone numbers. Use **ATTACHMENT B – References**. The respondent grants permission for the City to contact any individuals listed as references.

City may disqualify a Proposer if:

- References fail to substantiate Proposer's description of services and deliverables provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- City is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact(s) of normal City working hours.



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The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of Notice of Intent to Award. Contractor must maintain, for the duration of its contract, insurance coverages as required by the City.

Additionally, Contractor shall provide the following insurance coverage:
Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.



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Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

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

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CITY OF SANTA ANA****X. SELECTION PROCEDURES & CRITERIA**

A. The City will establish a proposal review committee. The review committee will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth below.

B. Proposers will be ranked by the review committee based on the following criteria:

CATEGORY	POINTS
Responsiveness to RFP i. Proposal's compliance with the requirements of this RFP. ii. Scope of Services offered including ability to provide optional services. ii. The value to any new and/or innovative product or service suggestions or other new ideas and enhancements.	25
Experience of Firm and Personnel v. The experience, resources, and qualifications of the firm and individuals assigned to this account, including manager, supervisor and assigned staff.	25
Cost of Proposal v. Reasonable, scaleable, ability to increase or decrease based on service needs.	25
References vi. References that are similar in size and project scope to the City.	25
Bonus Points ii. Extra points provided for contractors that have an office in Santa Ana, have direct experience in DTSA, and have knowledge and relationships with Downtown Santa Ana businesses and residents.	10
TOTAL POSSIBLE SCORE	110

C. A final score will be calculated for each submitted proposal and used to rank Proposers. Based upon the foregoing criteria, all proposals shall be ranked by score. Only those proposals receiving a score above 70 will be considered for award. The City reserves the right to award the contract to any proposer(s) with a score above 70. The review committee will evaluate proposers based on their response to the RFP and the City evaluation criteria set forth above.

D. The City is under no obligation to accept any proposal and reserves the right to negotiate with respondents as to fees and terms. The City may reject proposals at its sole discretion. If proposal fails to satisfy any requirements outlined in this RFP, it may be considered non-responsive and may be rejected.

The City shall not be obligated to accept the lowest priced proposals, but will make awards in the best interests of the City after all factors have been evaluated.

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The review committee will recommend the qualified Proposers to the City Council or City Manager for award of contract, as appropriate.

- E. The review committee may invite the proposers to interview. The City reserves the right to seek additional information from any or all Proposers invited to present proposals. A final score will be calculated for each submitted proposal and used to rank Proposers. City reserves the right to begin negotiations and enter into a contract without holding interviews, or further discussions.

XI. WITHDRAWALS

Proposers are responsible for verifying all prices and information before submitting a proposal. Prior to the proposal due date, the Proposer or Proposer's representative may withdraw the proposal by providing written notice of the proposal withdrawal to the City Contact/Project Manager. Verbal or telephonic withdrawals are not permissible.

XII. GENERAL TERMS AND CONDITIONS**A. AMERICANS WITH DISABILITIES ACT**

The awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the awarded Contractor (or any subcontract thereof), relating to this RFP, shall be subject to the provisions of this paragraph.

B. CITY BUSINESS LICENSE

The selected proposer shall be required to obtain a City of Santa Ana Business license within thirty (30) days of selection and must provide a copy to the City projects manager or designee prior to commencing any work in Santa Ana.

C. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

D. CONFLICT OF INTEREST

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that



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might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

E. CONTRACTOR'S EXPENSE

Pre-Contractual Expenses: The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing a response to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

Other Expenses: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

F. CONTRACTOR'S PROJECT MANAGER/KEY PERSONNEL

Except as formally approved by the City, the key personnel identified in Contractor's proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City. The City shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel under the awarded contract. The City shall notify the Contractor in writing of such action. The City is not required to provide any reason, rationale, or additional factual information if it elects to request any specific key personnel be removed from performing services under the awarded contract. The City shall review and approve the appointment of the replacement for the Contractor's personnel. Said approval shall not be unreasonably withheld.

Standards of Conduct: Contractor's personnel shall be courteous and maintain good working relationships with all stakeholders, state or outside agencies, other team members and staff within the City.

G. COST PROPOSAL

The awarded Contractor agrees to provide the purchased services at the costs, rates, and fees as set forth in their Fee Schedule in response to this RFP. No other costs, rates or fees shall be payable to the awarded Subcontractor for implementation of their proposal.

H. DATA RETENTION

Contractor shall be responsible for retaining data, records, and documentation for the preparation of required items. These materials shall be made available to and as requested by City.

All materials, documents, data or information obtained from the City Data files or any City medium furnished to Contractor in the performance of an awarded contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the



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express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of the contract.

All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

I. DRUG-FREE WORKPLACE

The awarded Contractor certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the contract or both, and the Contractor may be ineligible for award of any future City contracts.

J. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated.

Any irregularities or lack of clarity in the RFP should be brought to the designated City Contact/Project Manager's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers.

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 contract, may be rejected.

K. EXECUTION OF AGREEMENT

Upon successful negotiations, the City and the selected Proposer will enter into an Agreement similar to that as shown in **EXHIBIT 2 – Sample Agreement** of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to disqualify them without any further obligation.

L. FEDERAL GRANT CONTRACT PROVISIONS

Proposer must agree to the federal contract provisions outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.326. These provisions will become part of the agreement resulting from this bid.

M. FISCAL NONFUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

N. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm, also known as the prime, and not with multiple firms doing business as a joint venture.



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Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer. The proposer is responsible for all the actions taken by their sub-contractor.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

O. INDEPENDENT CONTRACTOR

Contractor is considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor will be considered an agent or an employee of City. Neither Contractor, its employees, nor anyone working under Contractor, will qualify for workers' compensation or other fringe benefits of any kind through City.

P. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

Q. LITIGATION STATUS

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

R. NEGOTIATIONS

The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the



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awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

S. NON-PAYMENTS

Note that payments will NOT be made for any unsatisfactory work until corrected. In the event of nonpayment of undisputed sums by the City, Contractor shall give the City thirty (30) working days to cure the alleged breach.

T. OWNERSHIP OF DOCUMENTS

The City has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. Contractor shall provide the City copies of documents upon its request at any time. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the City.

U. PARKING

The City will not provide free parking and/or reimbursement for the cost of parking while providing services and conducting business with the City.

V. PROFESSIONAL STANDARDS

Contractor staff shall be courteous to the public and City staff utilizing facilities where Contractor is performing work, but shall be responsive only to the requests of the City's Project Manager or designee. Contractor staff shall direct all inquiries to Project Manager or designee.

Contractor acknowledges that City locations consist of public-use facilities and recognizes the obligation to ensure Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and City personnel.

W. PROJECT MANAGER

The selected Proposer will assume responsibility for all services in its proposal. The selected Proposer shall identify a sole point of contact, Project Manager, with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

X. PROPOSAL VALIDITY

Services, pricing, and warranties indicated in a Proposer's Proposal must be valid for a period of 180 days at minimum after the submission of the Proposal.

Y. PUBLIC AGENCIES

Other public agencies, as defined by California Government Code Section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.



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Z. PUBLIC RECORDS

Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

AA. SUBCONTRACTORS

Proposals in response to this RFP must identify any Subcontractors, and outline the contractual relationship between the Awarded Subcontractor and each Subcontractor. An official of each proposed Subcontractor must sign, and include as part of the proposal submitted by the Prime Contractor, a statement to the effect that the Subcontractor has read and will agree to abide by the awarded Contractor's obligations. Any Subcontractor proposed after award of contract must be approved by the City before commencement of work.

The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all Subcontractors.

XIII. AWARD OF AGREEMENT

Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms.

A. EXECUTION OF AGREEMENT

A standard agreement is included as **EXHIBIT II Sample Agreement** of this RFP. "Proposer" will hereinafter be referred to as "Consultant" or "Contractor" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

XIV. IMPLEMENTATION

A. KICK-OFF MEETINGS

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.



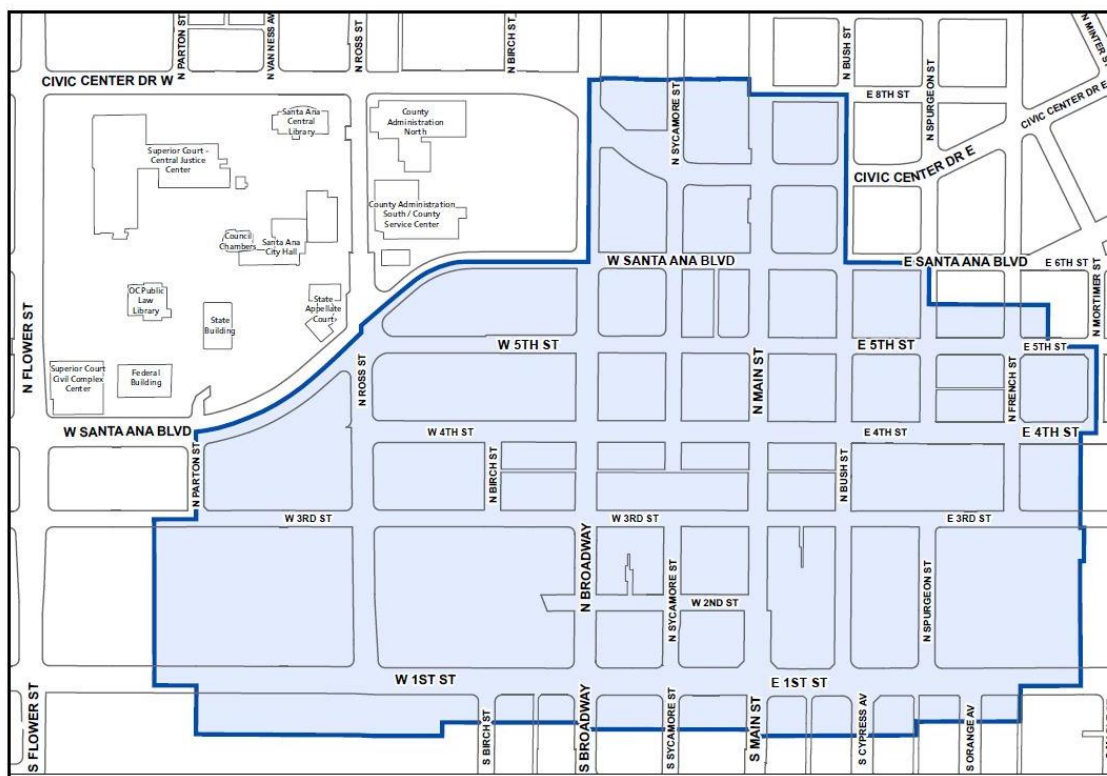
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EXHIBIT I

SCOPE OF SERVICES

Downtown Santa Ana Clean and Safe Team

Santa Ana is downtown for the world famous Orange County, California. It is the County Seat, the second-most populous city in Orange County, and is home to a vibrant evening scene and arts community. Furthermore, Downtown Santa Ana (DTSA) is known as a foodie destination as well as a retail hub. There are over 600 businesses and approximately 3,000 residents in DTSA. Below is a map of the Downtown area. In years past, the Clean & Safe Team was funded at an amount of \$500,000 annually. The City is seeking competitive proposals and is open to negotiations.

**Scope of Services At-a-Glance**

1. Litter Maintenance
2. Special Event Litter Clean-Up/Maintenance
3. Clean & Empty Trash Cans
4. Clean Outdoor Benches, Bollards, & Light Poles
5. Clean Parklets
6. Clean Alleys
7. Clean Bus Stops
8. Street Closures
9. Power Wash
10. Security Guard Oversight
11. Staffing
12. Equipment & Facilities



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Contractor shall perform the services as set forth below.

1. Litter Maintenance

- a. "Litter" is defined as, but is not limited to:
 - i. Boxes;
 - ii. Cans;
 - iii. Papers
 - iv. Containers marked "trash" (or are obviously trash);
 - v. Unwanted or useless materials, or rejected matter.
- b. "Waste" includes, but is not limited to:
 - i. Gum;
 - ii. Food remains;
 - iii. Sewage
 - iv. Excrement;
 - v. Grease;
 - vi. Dust;
 - vii. Dirt;
 - viii. Decals
 - ix. Liquid or dried matter;
 - x. Oily or sticky substances; and
 - xi. Graffiti, etc.
- c. Remove litter from all outside surfaces including, but not limited to, sidewalks, curbs, planters, tree grates, and store entries. All litter from such surfaces shall be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash.
- d. Waste shall be removed from all outside surfaces including, but not limited to, sidewalks, curbs, planters, tree grates, store entries, and trash receptacles. All waste from such surfaces shall be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent the adjacent area from becoming soiled by such waste. Waste removal shall be accomplished by the complete and thorough removal of said substances from the area—not by moving it from one surface to another or covering said substances with sand or similar materials.

2. Special Event Litter Clean-Up/Maintenance

- a. Clean & Safe Team will provide litter clean-up/maintenance services for designated special events that are approved by the City.
- b. Provide litter clean-up for on-call situations after special events that do not provide adequate clean-up, must be approved by the City.

3. Clean & Empty Trash Cans

- a. All 90+ trash containers within the downtown business district shall be emptied and cleaned at least five (5) times per day, everyday. Trash including, but not limited to, boxes, cans, papers, and other containers marked "trash" (or clearly trash items) shall be

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removed, along with the liner. All trash from such garbage receptacles shall be removed from the downtown district and emptied into a designated trash dumpster or receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash.

- b. Any trash containers that may become filled prior to the scheduled routing cleaning, particularly between the hours of 11:00 AM and 4:00 PM daily, shall be emptied as needed. Trash containers should never have accumulated trash or waste above the level of the container. Whether full or not, container shall be emptied and cleaned if it is emitting a foul, rancid, or putrid odor or showing signs of insect or rodent infestation.
- c. Insert new liners into trash containers, securing said liners in such a manner as to present a neat uniform appearance and replacing container lids in their correct position.
- d. Remove all waste including, but not limited to, gum, food remains, sewage, excrement, grease, dust, dirt, decals, liquids, dried matter, oily or sticky substances, and graffiti, etc. from the surface of trash containers using a clean cloth or rag, and germicide detergent solution. Cleaning shall be accomplished by the complete and thorough removal of said substances from the area—not by moving it from one surface to another or covering said substances with sand or similar materials. This includes, but is not limited to, the cleaning of the immediate area surrounding the trash containers.

4. Clean Outdoor Benches, Bollards, & Light Poles

All benches, bollards and light poles within the area shall be cleaned on a regular basis using clean cloths and a detergent solution. Remove all waste including, but not limited to, gum, food remains, excrement, grease, dust, dirt, litter, liquids, dried matter, decals, sticky substances, graffiti, etc. leaving object in working condition. The immediate area surrounding the object shall be cleaned in the same manner.

5. Clean Parklets

- a. Pick-up litter and waste seven (7) days per week on an average of 40 hours per week.
- b. Litter and waste shall be removed from all outside surfaces including, but not limited to, sidewalks, curbs, planters, and store entries. All litter from such surfaces shall be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash. Wipe down parklet structure on a daily basis.
- c. Conduct light power washing of the parklets on an as needed basis. "Light Power wash" is defined as the simultaneous mechanical removal of materials or pollutants from the surface for the pavement, through application of water under pressure with elevated temperatures used in the cleaning process and collection of waste and water (light pressure, only to be done in spots or areas of need, conducted minimally).
- d. Process used shall leave the area clean and free from stains and of all loose, embedded materials including chewing gum. The cleaning process must not damage the concrete surfaces or the brick paver surface. All gum must be removed from the paver, concrete and other sidewalk surfaces.
- e. Use the appropriate materials to clean or repair the parklets as needed. Contractor will provide the necessary and needed materials for parklet repairs such as, but not limited to



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the following items:

- i. Wood Sealer (flooring or wood rails)
- ii. Paint & Brushes & Roller Brushes
- iii. Sand Paper
- iv. Extra Wood flooring pieces for replacements if needed

f. Parklets Locations:

- i. Bird & Barrel at 305 E. 4th Street Suite 105 – Parklet with shade sail
- ii. Frida Cinema at 305 E. 4th Street Suite 100 – Parklet with shade sail
- iii. Chevita's Juice at 209 W. 4th Street – Parklet with shade sail
- iv. 4th Street Market at 201 E. 4th Street – Parklet with shade sail
- v. Chapter One at 227 N Broadway – Parklet with shade sail
- vi. Mission Bar at 308 N Main Street – Parklet with shade sail
- vii. Next Round Bar & Grill at 200 N Broadway – Parklet with shade sail

6. Clean Alleys

a. Alleys shall be clear of trash, waste, shopping carts, pallets, leaves, and excrement. Shopping carts shall be picked up and taken to shopping center parking lot. Boxes shall be flattened and placed securely in trash container in such a manner as to not protrude excessively. Excrement shall be picked up and disposed of properly, and area washed down with proper germicidal solution.

b. Downtown Alley Locations:

- i. 100 East Fourth Street (south alley)
- ii. 200 East Fourth Street (south alley)
- iii. 300 East Fourth Street (north and south alley)
- iv. 100 West Fourth Street (south alley)
- v. 200 West Fourth Street (south alley)
- vi. 300 West Fourth Street (south alley)
- vii. 400 West Fourth Street (south alley)

7. Clean Bus Stops

a. Bus stop areas are cleaned by the City of Santa Ana's contractor, however, the Clean & Safe Team will complement the cleaning of the bus stops by cleaning all debris, bum, dirt, grime, oil, stains and other fluids. Clean & Safe Team will not be responsible for emptying the locked trash container at the bus stops.

b. Downtown Bus Stop Locations:

- i. 400 North Main west side of street
- ii. 300 North Main east side of street
- iii. 200 West 5th street south side of street
- iv. 200 East 5th street south side of street
- v. 100 West Santa Ana Boulevard north side of street
- vi. 200 East Santa Ana Boulevard north side of street



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8. Street Closures

- a. Provide street closure services with approved Traffic Control Plans as approved by Public Works Agency for special events approved or co-sponsored by the City. The City owns various street closure equipment and signs which may be available for Contractor's use upon coordination.
- b. Set up water-filled k-rails, barricades, traffic cones, traffic signs, A-frames, and ensure safe street closures.
- c. Remove street closure equipment, track inventory, and properly store equipment in storage areas.
- d. Contractor must be capable of creating Traffic Control Plans to be reviewed and stamped by a traffic control engineer for any street closure needed in DTSA.
- e. Contractor must have experience to perform street closure services.
- f. Special event street closures often occur during the early part of the morning and late at night, sometimes between 4:00 AM or 5:00 AM and removal of equipment at 11:00 PM to 2:00 AM. Noise levels must be maintained to a minimum after 10:00 PM.

9. Power Wash

- a. "Power wash" is defined as the simultaneous mechanical removal of materials or pollutants from the surface for the pavement, through application of water under pressure with elevated temperatures used in the cleaning process and collection of waste and water.
- b. Process used shall leave the area clean and free from stains and of all loose, embedded materials including chewing gum. The cleaning process must not damage the concrete surfaces or the brick paver surface. All gum must be removed from pavers, concrete, and other sidewalk surfaces.
- c. Sidewalks: All gum, dirt, grime, oil, stains and other fluids shall be removed from the sidewalks by using power washing equipment.
- d. Bus stops: Bus stop areas are cleaned by another City contractor, however, the Clean & Safe Team will compliment the cleaning of bus stops by cleaning all debris, gum, dirt, grime, oil, stains, and other fluids. Clean & Safe Team will not be responsible for emptying locked trash containers at bus stops.
- e. Downtown Bus Stops:
 - i. 400 North Main west side of street
 - ii. 300 North Main east side of street
 - iii. 200 West 5th street south side of street
 - iv. 200 East 5th street south side of street
 - v. 100 West Santa Ana Boulevard north side of street
 - vi. 200 East Santa Ana Boulevard north side of street
- f. Power wash alleys: Alleys are to be cleaned of a debris, bum, dirt, grime, oil, stains and



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other fluids.

g. The following are alley locations within the Downtown:

- 100 East Fourth Street (south alley)
- 200 East Fourth Street (south alley)
- 300 East Fourth Street (north and south alley)
- 100 West Fourth Street (south alley)
- 200 West Fourth Street (south alley)
- 300 West Fourth Street (south alley)
- 400 West Fourth Street (south alley)

10. Security Guard Oversight

- a. Contractor must have experience supervising a security guard team.
- b. Will assist in coordinating, securing, and compensating additional or on-call security guards for special events or emergencies or as needed with approval by the City.
- c. The City currently has a contract in place for security guards services, which will expire within 2 years or sooner. The City will continue to oversee that service and pay the contractor directly until the agreement termination.
- d. The initial years of the contract will exclude the cost of security, but during the 2nd or 3rd year of this contract, the funding will increase to cover the cost of security guards services in DTSA.
- e. Thereafter, the selected contractor for the DTSA Clean & Safe Team will be solely responsible for procuring, hiring, compensating and overseeing the security guard company for the duration of the contract. The agreement will be augmented to cover the cost of security guard services.
- f. Security Guard services in DTSA consist of guard services seven (7) days per week, one (1) security guard per shift, based on the schedule outlined below (subject to change based on need and/or special events):
 - i. Monday-Wednesday 9:00 AM–10:00 PM
 - ii. Thursday 9:00 AM–12:00 PM
 - iii. Friday 9:00 AM–12:00 AM (midnight)
 - iv. Saturday 10:00 AM–12:00 AM
 - v. Sunday 10:00 AM–10:00 PM

11. Staffing

- a. Staffing should be experienced in the cleaning/maintenance industry with proper uniforms and equipment to execute the service well with experience working in downtown areas and government.
- b. Clean & Safe Team staff must be readily available within 5-10 minutes upon service calls from merchants, visitors, residents, and staff.
- c. Supervisor must be onsite and respond in person within five (5) minutes to any calls for

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service by the City.

- d. Supervisor must attend weekly meetings at City Hall or other designated locations.
- e. Supervisor must be involved in the planning stages of all events taking place in DTSA and provide logistics support.
- f. Sufficient staff levels should be made available on a daily basis.
- g. A supervisor must be available during normal business hours between 8 A.M. – 5 P.M. and must be accessible after hours in case of an emergency or urgent situation. Must also, be available during special events (off hours) to ensure proper supervision, productivity, and to maintain quality of service. Special events typically occur on weekends and/or evening hours.
- h. Supervisors are expected to attend City weekly meetings and other monthly meetings, as needed.
- i. From time to time, staff should be available as needed to distribute flyers on behalf of the City for programs, events, etc.
- j. Staffing schedules may vary based on City needs and/or special events, but in general should be available before most businesses open in order to clean DTSA as early as possible. The schedule below has historically been successful, but can be modified upon mutual agreement based on service needs during the term of the contract:

- i. Litter Team: Monday – Sunday 7:00 AM – 9:00 PM
- ii. Power Washing Team: Monday – Sunday 4:00 AM – 10:00 PM

12. Contractor's Equipment & Facilities

- a. Contractor must have the following at minimum:
 - i. One (1) waste (trash dumpster) container – must be located in Downtown Santa Ana;
 - ii. Two (2) 4-cubic yard waste containers; and
 - iii. One (1) 4-cubic yard recycle container.

Note: All three (3) 4-cubic yard containers must be kept in a safe and enclosed location in Downtown Santa Ana.

- b. Trash must be serviced daily by Republic Services (City's contracted trash hauler) and at Contractor's expense. The City's trash dumpster shall not be used.
- c. Contractor must have at least one truck available every day from 7:00 AM to 9:00 PM for staff use to transport bags full of trash to waste containers.
- d. Contractor must have a storage space in DTSA to store cleaning equipment and supplies (leased space is appropriate). Storage space must be secured and maintained at Contractor's sole expense



EXHIBIT II
SAMPLE BUDGET

Sample Budget	
Category	Annual Cost
Litter Pick-Up & Maintenance	\$
Special Event Litter Clean-Up/Maintenance	\$
Clean & Empty Trash Cans Daily	\$
Clean Outdoor Benches, Bollards, & Light Poles	\$
Clean Parklets & Minor Repairs	\$
Clean Bus Stops	\$
Street Closures	\$
Power Wash	\$
Security Guard Oversight	\$
Security Guard Cost (for year 2 and forward)	\$160,000+ annually
Staffing	\$
Equipment	\$
Other	\$
Annual Total	\$



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EXHIBIT III

SAMPLE AGREEMENT

populous city in Orange County, and is home to a vibrant evening scene and arts community.

THIS AGREEMENT is made and entered into on this ____ day of _____, 2022 by and between _____, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of:
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit 1**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit 2**. The total amount to be expended during the term of this Agreement shall not exceed \$xxxxxx.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a **written number (3) year term** with the option for the City to grant up to **two, one (1)-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social



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security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

MINIMUM SCOPE AND LIMIT OF INSURANCE

The selected Proposer shall provide the required evidence of insurance coverage as set forth in the standard agreement within ten (10) business days after receipt of Notice of Intent to Award. Contractor must maintain, for the duration of its contract, insurance coverages as required by the City.

Additionally, Contractor shall provide the following insurance coverage:
Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status



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The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

4. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
5. Insurance must be maintained and evidence of insurance must be provided *for at least five* (5) years after completion of the contract of work.
6. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required



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by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall

include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by



CITY OF SANTA ANA

any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available

sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

TERMINATION

This Contract may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

I. JURISDICTION - VENUE



CITY OF SANTA ANA

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

II. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

III. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this contract shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

To Contractor:

First & Last Name
Title
Consultant Firm Name
Address
City, State, Zip
Fax:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IV. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous



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agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.

- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: _____
Assistant City Attorney

(name)
(title)

RECOMMENDED FOR APPROVAL:

SAMPLE ONLY



CITY OF SANTA ANA

EXHIBIT III

FEDERAL REGULATIONS

Federal Regulations – Recipient must comply with the government cost principles, uniform administrative requirements and audit requirements for federal grant program housed within Title 2, Part 200 of the Code of Federal Regulations.

b. Debarment and Suspension – As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 200, Recipient must provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

c. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by CITY, the grant agency and/or their duly authorized representatives for a period of three (3) years from the date of submission of the final expenditure report by the City of Santa Ana. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, Recipient shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement, including the Attachments hereto. For the same time period, Recipient shall make said documents, papers and records available to City and the agency from which City received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of Recipient, upon request during usual working hours.

d. Reports - Recipient shall provide to City all records and information requested by City for inclusion in quarterly reports and such other reports or records as City may be required to provide to the agency from which City received grant funds or other persons or agencies.

e. Section 504 of the Rehabilitation Act of 1973 (Handicapped) - All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The Recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

f. Americans with Disabilities Act of 1990 - (ADA) Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

g. Political Activity - None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

h. No Lobbying - Recipient will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.



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i. Non-Discrimination and Equal Opportunity - Recipient will comply, and all its contractors (or subrecipients) will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of 1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Recipient makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Recipient will forward a copy of the findings to CITY which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice. If applicable, recipient will comply with the equal opportunity clause in 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375.

j. Equal Employment Opportunity - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as applicable.

k. Public Contracts Code - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

l. Copeland Anti-Kickback Act - Recipient will comply, and all its contractors and subcontractors (or subrecipients) shall comply, with all requirements of the Copeland "Anti-Kickback" Act (30 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

- (1) Contractor – Contractors shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts – Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach – A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

m. Davis-Bacon Act - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate no less than the prevailing wages specified in a wage determination made by the Secretary of Labor.



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Additionally, contractors are required to pay wages not less than once a week.

- n. Work Hours and Safety - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.
- o. Clean Air Act - Recipient will comply, and all its contractors (or subrecipients) will comply, with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as applicable.
- p. Energy and Conservation - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable.
- q. Waste Disposal - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.
- r. Patent Rights - Recipient agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR§ 401 and any other implementing regulations, as applicable.
- s. Copyright - Recipient may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA) and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:
 - (1) the copyright in any work developed through this Agreement; and
 - (2) any rights of copyright to which the subcontractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.
- t. Telecommunications (2 CFR 200.216) - Recipient will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).



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- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

u. Domestic preferences for procurements (2 CFR 200.322) - Recipient agrees that as appropriate and to the extent consistent with law, it will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this provision: "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

v. Equal Employment in Construction Contracts - Pursuant to Equal Employment Opportunity requirements of 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375, as to any construction contract thereunder, if applicable, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



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- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.



CITY OF SANTA ANA

ATTACHMENT A

PROPOSER'S CERTIFICATION, PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit 1) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Qualifications. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

BUSINESS ADDRESS

PRINTED NAME OF AUTHORIZED AGENT

TITLE

SIGNATURE OF AUTHORIZED AGENT DATE

E-MAIL ADDRESS

FEDERAL ID NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER
(IF APPLICABLE)

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



ATTACHMENT B

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

_____ EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT C

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm _____

Signed and Printed Name: _____

Title _____

Date _____

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



CITY OF SANTA ANA

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of _____, County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.



CITY OF SANTA ANA

ATTACHMENT E

NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: _____

Title: _____

Firm: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT F

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____
Title: _____
Firm: _____
Date: _____

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.