

AGREEMENT WITH DTSA SERVICES FOR DOWNTOWN SANTA ANA CLEAN & SAFE TEAM

THIS AGREEMENT is made and entered into on this 21st day of February, 2023 by and between DTSA Services, dba for Romo Enterprises, Inc., a California Corporation (“Contractor”), 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. On December 7, 2022, the City issued Request for Proposal No. 22-168, by which it sought qualified contractors to provide special skill and knowledge in the field of: Downtown Santa Ana Clean & Safe Team that will manage daily operations that include litter maintenance, special event litter clean-up, cleaning of city-owned infrastructure (benches, bollards, light poles, etc.), clean alleys, power wash, street closures for city-sponsored special events, and security guard oversight.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 22-168.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor 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

Contractor 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 in the Scope of Work that was included in RFP No. 22-168, which is attached as **Exhibit A** and incorporated in full, and as more specifically delineated in Contractor’s proposal, which is attached as **Exhibit B** and incorporated in full.

- a. Work/Change Orders: During the term of this Agreement, City may provide to Contractor one or more written work orders, change orders, delivery tickets, or other instruments, requests or established procedures with Contractor, which shall act to require Contractor to supply or perform those services. Each request, regardless of form, shall be deemed a work/change order governed by and subject to the terms and conditions of this Agreement.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for

City, the rates and charges identified in **Compensation - Exhibit C**. The total amount to be expended during the term of this Agreement shall not exceed **\$5,098,307**, a sum comprised of annual amounts contained in **Exhibit C** with contingencies therein, incorporated here by reference.

- 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 **March 1, 2023**, and continue for a **3 year term** with the option for the City to grant a **2-year year** renewal, exercisable in writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor 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 Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor 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 Contractor under this Agreement ("Documents & Data"). Contractor 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. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor 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.

6. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

a. **MINIMUM SCOPE AND LIMIT OF INSURANCE** Coverage shall be at least as broad as:

1. *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 \$2,000,000 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.
2. *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. *Workers’ Compensation*: insurance 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.
4. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City 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 City.

b. **Other Insurance Provisions** – The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*: The City, 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 forms if a later edition is used).
2. *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 City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation:* Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation:* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City 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 City has received a waiver of subrogation endorsement from the insurer.
5. *Self-Insured Retentions:* Self-insured retentions must be declared to and approved by the City. The City 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 City.
6. *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 City.
7. *Claims Made Policies:* If any of the required policies provide coverage on a claims-made basis:
 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 contract work.
8. *Verification of Coverage:* Contractor shall furnish the City 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 City 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.
9. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. *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.

7. INDEMNIFICATION

Contractor 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 Contractor 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.

8. 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 Contractor to the City pursuant to this Agreement.

9. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor 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 Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor 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. Contractor 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 Contractor under this Agreement.

10. 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, Contractor 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 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 Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

11. 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.

12. 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. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. 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 Contractor 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.

14. 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.

15. TERMINATION

This Agreement 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 Contractor 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 Contractor 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.

16. 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.

17. JURISDICTION - VENUE

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.

18. PROFESSIONAL LICENSES

Contractor 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. Contractor 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.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement 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:

Michael Garcia, Executive Director,
Community Development Agency
City of Santa Ana
20 Civic Center Plaza (M-25)
P.O. Box 1988
Santa Ana, California 92702

To Contractor:

Jose Romo
General Manager
DTSA Services
201 E. 4th Street
Santa Ana, CA 92701

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.

20. FUNDING-RELATED PROVISIONS

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program, will be used to fund all or a portion of this Agreement. As applicable, Consultant shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- a. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the “Act”);
- b. U.S. Department of the Treasury (“Treasury”) Final Rule for the Act, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>;
- c. Treasury Compliance and Reporting Guidance for the Act, available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>;
- d. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;
- e. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions; and
- f. Federal contract provisions attached hereto as **Exhibit D** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

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

[signature page to follow]

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

ATTEST:

CITY OF SANTA ANA

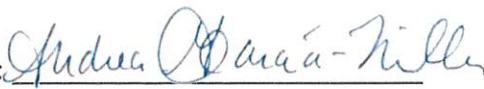
Norma Orozco
Acting Clerk of the Council


Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: 
Andrea Garcia-Miller
Assistant City Attorney


Jose Romo
General Manager
Romo Enterprises, Inc. dba DTSA Services

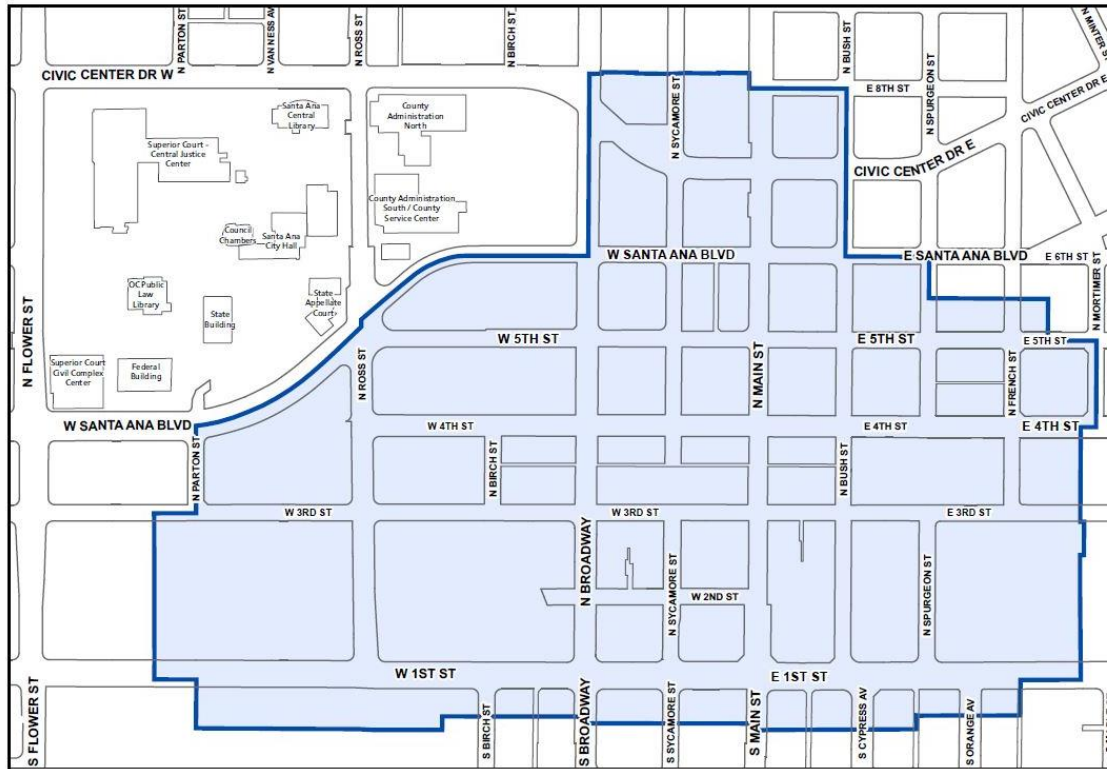
RECOMMENDED FOR APPROVAL:

Michael Garcia
Executive Director
Community Development Agency

EXHIBIT A

SCOPE OF SERVICES

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.



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

Exhibit A – Scope of Services

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.
- c. Remove litter from all outside surfaces including, but not limited to, sidewalks, curbs, 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, 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.
- c. Contractor may access City water resources to fill K-Rails for use at special events that are approved by the City.

Exhibit A – Scope of Services**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 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, 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

Exhibit A – Scope of Services

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 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 at 200 N Broadway – Parklet with shade sail
- g. Contractor may be responsible for the dismantling, removal and disposal of Parklets that are in subpar condition, as determined by and in the discretion of the City., Contractor may sub-contract such services to dismantle, remove or dispose of Parklets and utilize the approved budget for such work.

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)

Exhibit A – Scope of Services

- 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

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, between 4:00 AM or 5:00 AM and removal of equipment at 11:00PM to 2:00AM. Noise levels must be maintained to a minimum after 10:00PM.
- g. Contractor may use water from City-owned facilities within Downtown Santa Ana for the purpose of cleaning or traffic control equipment.

9. Power Wash

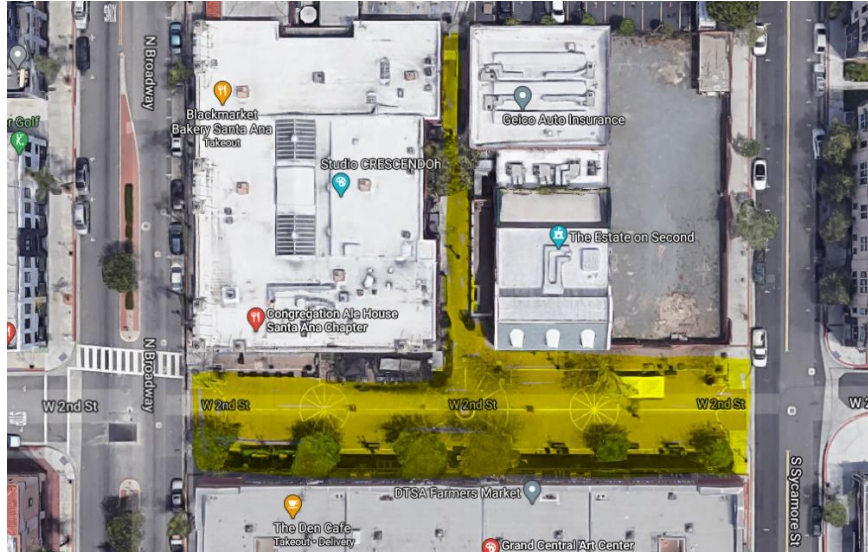
- a. "Power wash" is defined as the simultaneous mechanical removal of materials or pollutants from the surface for the pavement, through application of water under pressure with elevated temperatures used in the cleaning process and collection of waste and water.
- b. Process used shall leave the area clean and free from stains and of all loose,

Exhibit A – Scope of Services

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. Subcontracting for power washing services is acceptable. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein within the Agreement with DTSA Services for Downtown Santa Ana Clean & Safe Team, and Contractor shall ensure that the City is a named additional insured on insurance policies required from subcontractors.
- f. 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
- g. Power wash alleys: Alleys are to be cleaned of a debris, bum, dirt, grime, oil, stains and other fluids.
- h. Contractor may use water from City-owned facilities within Downtown Santa Ana for the purpose of cleaning or traffic control equipment.
- i. 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)
 - Second Street Promenade (once per week, see area map below)

Exhibit A – Scope of Services



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

Exhibit A – Scope of Services

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 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. Two (2) 4-cubic yard waste containers; and
 - ii. 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.

Exhibit A – Scope of Services

- 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.
- e. Contractor may use water from City-owned facilities within Downtown Santa Ana for the purpose of cleaning or traffic control equipment.
- f. Contractor may consider the purchase of a Utility Golf Cart to use for maintenance needs, traffic control equipment transportation, and other miscellaneous needs in Downtown Santa Ana. The Utility Golf Cart would be purchased by the Contractor, but would be the property of the City of Santa Ana. Maintenance services for Utility Golf Cart including maintenance, repairs, and towing will be provided by the City of Santa Ana's Fleet Division at the City's expense. The Utility Golf Cart must be stored within Downtown Santa Ana or other City facilities as approved by the City. Contractor must maintain and budget for insurance for the Utility Golf Cart throughout the term of Agreement, in accordance with the Agreement. Staff that operate the Utility Golf Cart must hold a valid California Driver's License and be in good standing.

EXHIBIT B

CONTRACTOR'S PROPOSAL



PREPARED BY:

DTSA
Services

DOWNTOWN CLEAN AND SAFE TEAM
PROPOSAL



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DTSA SERVICES PROPOSAL

FOR

DOWNTOWN SANTA ANA

CLEAN AND SAFE TEAM

Response to RFP No. 22-168

Primary Contact

Jose Romo, General Manager
714-612-9227
romo9227@gmail.com

Company Address

201 E. 4th Street
Santa Ana, CA 92701

STATEMENT OF QUALIFICATIONS

2



Our team is comprised of **hardworking** individuals dedicated to the cleanliness, upkeep, security oversight and event services of Downtown Santa Ana.

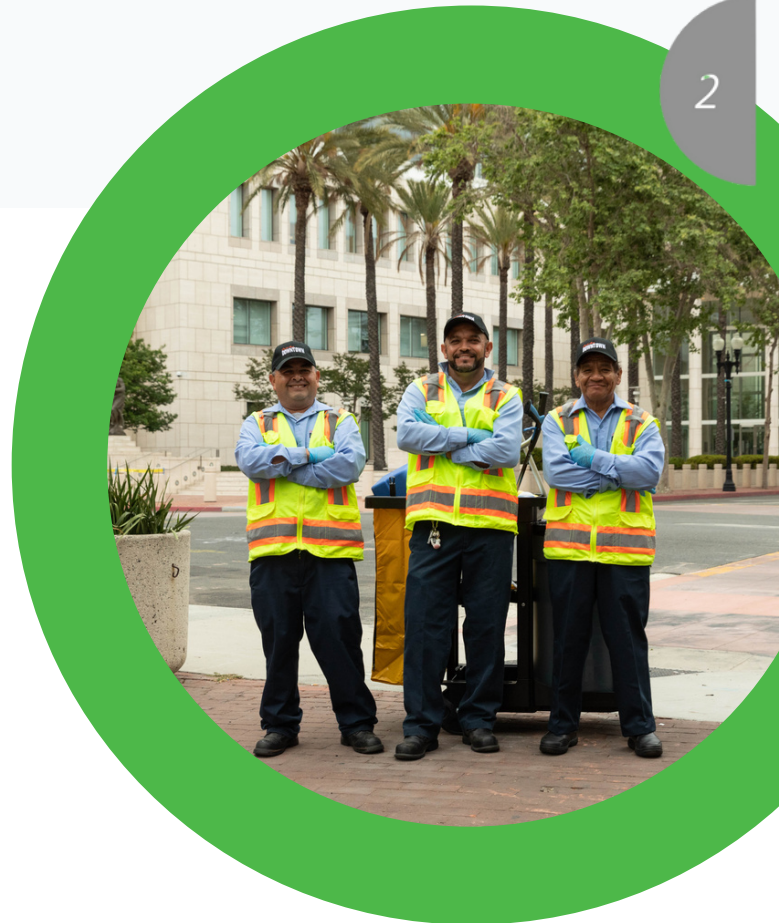
We have **extensive knowledge** of the area and have built **loyal and trusted** relationships with Downtown Santa Ana stakeholders.

As a member of the International Downtown Association, we stay up to date with the latest trends and provide improved services to our community.

We are an **experienced** team dedicated solely to Downtown Santa Ana. This allows us to effectively assess and respond to the needs of the businesses and residents quickly and effectively.

DTSA Services team members also act as **Ambassadors of Downtown Santa Ana** providing constant guidance and help to all creating a positive experience, which is key for customer and visitor retention.

DTSA Services team thrives on making Downtown Santa Ana appealing, vibrant and safe for the enjoyment of residents, employees, customers and visitors.



Established in 2009, we are a small, minority owned, local Santa Ana company.

With over 50 years of combined team experience in Downtown Santa Ana, we are vested in the success and future growth of the area.

Our unique approach, loyalty and dedication to this community makes us the best candidate to continue providing these critical services to the Downtown Santa Ana community.

Primary Contact
Jose Romo, General Manager
714-612-9227
romo9227@gmail.com

201 E. 4th Street, Santa Ana, CA 92701

a. Cover Letter

January 5, 2022

Ms. Julie Castro
Economic Development Specialist II
20 Civic Center Plaza
Santa Ana, CA 92701

Dear Ms. Castro,

Building upon our history of commitment and service to the City of Santa Ana, DTSA Services is pleased to present a proposal to provide Clean & Safe services in Downtown Santa Ana. Our company has unique expertise and history in the area, making us the ideal company to provide these critical services.

Since 2014, our dedicated team has devoted great efforts to uplift our community by cleaning and upkeeping the Downtown area. I am proud to share that we have successfully and efficiently maintained eighty-two blocks, ensuring they are clean, safe, appealing to visitors and a source of pride for all Santa Ana residents.

DTSA Services is a DBA of Romo Enterprises Inc, a California corporation. We are proudly headquartered in Downtown Santa Ana and have provided Clean & Safe services to the Downtown area for the past nine years. Apart from our extensive experience, our team has strong ties to Santa Ana, with six of our employees being Santa Ana residents, and three of them residing within Downtown Santa Ana. In my capacity as President and General Manager of DTSA Services, I oversee the daily operations of our Clean and Safe Team and maintain an office, employee rest area, cleaning equipment, supplies and waste containers enclosure in the heart of Downtown Santa Ana. Our readiness to serve the community within minutes is ensured by being within this area of service.

In the course of providing cleaning services, we have attained incomparable historical knowledge of the area and its operations and established strong relationships with a variety of stakeholders, including businesses and residents. It is my philosophy that it is important to build bonds with the community so that they can be part of the long-term maintenance and beautification of the area. Downtown Santa Ana is an evolving area, and it is important that whoever is chosen to provide these services is familiar with the challenges and unique dynamics of the area.

As our name states, DTSA Services is here to serve Downtown Santa Ana. We believe that the enclosed proposal presents a comprehensive service plan that will continue to uplift the area and look forward to continuing to work with the City of Santa Ana for the betterment of the community.

Sincerely,



Jose Romo
President and General Manager
(714) 612-9227 | E-mail: romo9227@gmail.com



b. Services Provided

Downtown Santa Ana is an urban center, county seat and the heart of Orange County. With its rich culture and history, it is the perfect setting for shopping, great dining and a multitude of unique and diverse programming and entertainment. An integral part of delivering a desirable environment to guests and local businesses is by ensuring that our Downtown area is clean and safe for all to enjoy. DTSA Services takes pride in having been a member of the business community and in having provided these critical services for the past nine years.

While long-standing businesses continue to prosper, Downtown Santa Ana is constantly changing. A growing evening scene and new art galleries have boosted the area's commerce by extending business hours into the evening. The Downtown area is also experiencing a significant housing boom with approximately 3,000 people living in the area. Within a year, this number of residents will double.

With our understanding of Downtown Santa Ana's current clean & safe needs, we'll provide the following services:

- **Litter Maintenance:** Remove litter and waste from all outside surfaces including but not limited to sidewalks five times per day.
- **Special Event Litter Clean-Up Maintenance:** Provide cleaning services during and after City approved events.
- **Clean and Empty Trash Cans:** Replace the 90 trash can liners five times per day and wipe down trash cans.
- **Clean Outdoor Benches, Bollards and Light Poles:** Wipe down outdoor furniture daily.
- **Clean Parklets:** Remove litter and waste daily. Light power wash as needed.
- **Clean Alleys:** Remove trash, waste, excrement, etc. from alleys daily.
- **Clean Bus Stops:** Complement cleaning services of bus stops daily.
- **Street Closures:** Provide street closure services for City approved events.
- **Power Wash:** Power wash all 82 sidewalks and 7 alleys monthly following a specific schedule.
- **Security Guard Oversight:** Daily supervision of security guards.
- **Staffing:** Provide experienced and required level of staff on a daily basis.
- **Equipment & Facilities:** Provide adequate trash containers, vehicles, and storage facilities.

In addition to the services required on the Request for Proposal DTSA Services will conduct the following assessment:

- **Daily Downtown Area Needs Assessment:** Following our current practices, DTSA Services will conduct a walkthrough inspection of the entire Downtown area and report vandalism, homeless encampments, abandoned property, etc. to the appropriate City of Santa Ana agency. If vandalism is identified, DTSA Services will contact the Santa Ana Police Department and the business owners impacted.

c. Agreement Statement

DTSA Services has read and reviewed the Sample Agreement of this Request for Proposals No. 22-168 for Downtown Santa Ana Clean & Safe Team. We concur with all provisions contained in Exhibit III – Sample Agreement.

d. Firm and Team Experience

DTSA Services Mission Statement:

To Provide a Clean and Safe environment with efficient, prompt, and professional service for the enjoyment of Downtown Santa Ana residents, employees, customers and visitors.

DTSA Services began providing cleaning services in Orange County in 2009 and was selected to provide Clean & Safe services in Downtown Santa Ana in 2014. DTSA Services is located in Downtown Santa Ana (201 E. 4th Street, Santa Ana, CA 92701) and provides the following services:

- Litter pick-up and maintenance
- Clean and empty trash cans
- Clean outdoor benches, bollards, and light poles
- Clean bus stops
- Clean parklets and minor repairs
- Power wash services
- Special event litter clean-up during and after event
- Security guard oversight
- Special event street closures and logistic services
- Traffic control plans
- Consulting services

Meet Our Team

The Ambassadors of Downtown Santa Ana

DTSA Services employees take pride in serving as ambassadors to Downtown Santa Ana visitors. In addition to ensuring the upkeep of the area, our team members provide directions, answer questions, and greet people with warm smiles. DTSA Services has nine employees dedicated to maintaining and upkeeping Downtown Santa Ana. Six employees are Santa Ana residents and three of them live in Downtown Santa Ana.

DTSA Services team members have the experience to contact SMART when needed. The Santa Ana Multi-Disciplinary Response Team (SMART) dispatches outreach workers, case managers, substance abuse professionals, mental health clinicians, nurse practitioners and plain-clothes private safety officers for non-emergency homeless related issues.





Project Manager

JOSE ROMO

President and General Manager

Jose Romo is dedicated full time to oversee the team members of the Downtown Santa Ana Clean & Safe Program.

Jose emigrated to Orange County in 1985 and made Santa Ana his home. He attended Santa Ana College and California State University, Fullerton. In 1991 he had an opportunity to work in Downtown Santa Ana and has never left the area.

Jose has been part of the fabric of Downtown Santa Ana for over 30 years. Starting as a store manager for five years, Jose then took on the challenge and responsibility to be a business owner and consultant. Jose owned three retail stores on 4th Street in Downtown Santa Ana until the early 2010's before deciding to focus his time on the cleaning services business he started in 2009. In 2014, Jose's company was selected to provide Clean & Safe services to Downtown Santa Ana.

Jose has created relationships with most of the 600 current Downtown Santa Ana business owners and many residents, including the HOA presidents. Jose responds to all calls for service personally and follows up with individuals that requested the service. Jose visits colleagues, neighbors, and members of his community frequently to make sure there is constant and clear communication regarding the Clean and Safe needs of Downtown Santa Ana. He also attends the local association's meetings and gives a report of daily activities.

Jose understands the current Clean & Safe needs of Downtown Santa Ana. Members of the community know they can call him anytime and trust issues to be resolved within minutes. Jose has earned the trust of the Downtown Santa Ana community with hard work, responsiveness, and results.

Jose is a firm believer in teamwork and builds highly successful teams. As a testament of his leadership, most of the DTSA Services team members are long time employees. Every day, Jose spends time with his employees, briefing them of any issues and assisting them in their routines. Jose has never had staffing problems, a feat that he attributes to his belief in paying employees above the industry average and treating them with respect and gratitude.

Jose is a member of the International Downtown Association. Jose has attended several meetings of the International Downtown Association and has had the opportunity to hear and share Downtown Clean and Safe experiences of other cities around the country.

Jose is excited for the opportunity to continue providing services to Downtown Santa Ana. Jose is also ready and willing to make any necessary changes to the services or team schedules as the needs of Downtown Santa Ana continue to grow and evolve.

e. Proposed Work Plan

DTSA Services has read and reviewed the Scope of Services in the Request for Proposals No. 22-168 for Downtown Santa Ana Clean & Safe Team. We are capable and ready to provide all of the work and services requested.

Anticipated Approach

DTSA Services is ready to provide Clean & Safe services on or about March 1, 2023. Below you will find details of deliverables and implementation plan.

1. Litter Maintenance

DTSA Services divides Downtown Santa Ana into the following 3 areas:

- 4th Street and Alleys.
- 1st Street to 3rd Street.
- North of 4th Street to Civic Center Dr.

Three DTSA Services porters start their shift at 7 am. Each porter is assigned to a specific area. Porters remove trash, boxes, cans, papers, food remains, excrement from sidewalks, curbs, and store entries. Waste is removed from sidewalks, curbs, and store entries. Porters end their shift at 4 pm.

To ensure there are no gaps in service, two other DTSA Services porters start their shift at 3 pm. Each porter is assigned to a specific area. Porters remove trash, boxes, cans, papers, food remains, excrement from sidewalks, curbs, and store entries. Waste is removed from sidewalks, curbs, and store entries. Porters end their shift at 9 pm.

The first crew cleans the assigned area three times daily during their shift. The second crew cleans the assigned area twice daily.

DTSA Services will only use Eco-friendly chemicals and cleaning products while conducting all cleaning activities.

2. Special Event Litter Clean-Up/Maintenance

DTSA Services will provide clean up services during and after special events. Working with the City of Santa and Event Producers to understand the type, size, and attendance of the event, we will assign porters to clean the area. At minimum, two porters are assigned per event block to provide clean-up services during an event.

3. Clean and Empty Trash Cans

Litter maintenance porters will conduct daily trash can maintenance. Our porters will empty the 90+ trash cans in the area and sanitize them both inside and outside. All trash will be removed along with the liners. All 90+ trash cans will be cleaned and emptied at least five times daily. Liners will also be properly secured. Trash cans will be cleaned using a clean cloth and a germicide detergent solution. All decals and graffiti will be removed as needed. When a business owner or resident requests a trash can to be cleaned or emptied, DTSA Services will typically respond within five minutes.

4. Clean Outdoor Benches, Bollards and Light Poles

Benches, bollards, and light poles will be cleaned by the litter maintenance crew during their route(s). All waste, posters, flyers, and decals will be removed. Benches, bollards, and light poles will be properly cleaned daily.

5. Clean Parklets

One DTSA Services porter is assigned to clean the seven DTSA parklets starting at 7 am daily. The porter will remove all litter and waste. Light power washing and repairs will be conducted on an as needed basis by a DTSA Services manager. All materials will be provided.

6. Clean Alleys

One of the litter maintenance porters is in charge of cleaning the alleys. All alleys are cleaned three times daily, and, on several occasions, they are cleaned more than three times per day. All alleys will be cleared of trash, waste, shopping carts, pallets, leaves, and excrement.

7. Clean Bus Stops

The litter maintenance porters will complement the cleaning of the bus stops during their regular route(s).

8. Street Closures

The DTSA Services manager will meet with the event organizer three months prior to the date of the event to provide support and review the event area. The DTSA Services manager will create a Traffic Control Plan for the event to be reviewed and stamped by a traffic control engineer. DTSA Services will provide street closure services for up to six City approved events. DTSA Services will setup the following equipment:

- K-rails
- K-rails will be filled up with water
- Pedestrian steel barricades
- Street closure signs
- Traffic cones
- A-frames

DTSA Services will ensure safe street closures and will follow the event's Traffic Control Plan. DTSA Services will have streets closed in a safe manner by 6 am and will start removal of equipment once all event vendors have left the area, usually between midnight and 1 am. DTSA Services will also ensure noise levels are maintained at a minimum during setup and removal of equipment.

9. Power Wash

DTSA Services will provide power wash services in Downtown Santa Ana every day of the week. Power washing in Downtown Santa Ana will take place daily from 4 am to 10 am. Power wash will leave sidewalks, bus stops, and alleys free from stains and loose, embedded materials including chewing gum, debris, dirt, grime, oil, urine, and other fluids. Power wash in residential areas will take place starting at 8 am. DTSA Services will follow all power wash industry standards.

10. Security Guard Oversight

DTSA will provide the following services:

- Develop a security guard schedule.
- Adjust security guard schedule as needs change.
- Assign work areas for officers to patrol.
- Meet security guard(s) daily.
- Brief security guard(s) on previous day's developments.
- Provide direction on any follow up needed.
- Inform security guards of areas that need attention.
- Supervise/walk Downtown Santa Ana daily to monitor security guard activity.
- Request and review incident reports.
- Continue to serve as the contact for merchants who request security guard services.
- Communicate directly with businesses, residents, event organizers, and other DTSA members on security guard services/needs.
- Follow up with Downtown Santa Ana police officers on any incidents.
- Provide to the Downtown Liaison feedback received from the Downtown Santa Ana community regarding security guards' performance.
- Develop effective relationships with all security personnel.
- Act as intermediate contact between Downtown Santa Ana community and security guard company.
- Provide constant feedback to Downtown Liaison of security guard fit in the DTSA community.
- Ensure effective and constant communication between security guards and DTSA SAPD officers.

11. Staffing

DTSA Services will provide experienced personnel with proper uniforms, equipment, and supplies. Adequate number of staff will be made available daily. Six members of DTSA Services who will be assigned to the Clean & Safe team live in Santa Ana. Three of them live in Downtown Santa Ana.

The DTSA Services manager will be onsite and will respond in person typically within five minutes to any calls for service. DTSA Services porters will respond within ten minutes to any service calls from merchants, residents, visitors, and staff.

DTSA Services is currently leasing office and storage facilities in Downtown Santa Ana. All equipment and cleaning supplies will be kept in that storage.

DTSA Services will be involved in the planning stages of all events taking place in Downtown Santa Ana and will provide logistics support.

DTSA Services manager will attend all required meetings at City Hall or any other designated location.

DTSA Services is located in Downtown Santa Ana. The DTSA Services manager works from the leased office in Downtown Santa Ana and supervises the crew daily. The DTSA Services manager is onsite during the duration of all downtown events and personally supervises clean up and street closure services.

DTSA Services staff will always be ready to distribute flyers on behalf of the City of Santa Ana programs, events, etc.

12. Contractor's Equipment & Facilities

DTSA Services currently has the following equipment:

- a. Two 4-cubic yard waste containers
- b. One 4-cubic yard recycle container
- c. Pickup truck available 7 am to 9 pm to transport bags full of trash to waste containers

Waste and recycle containers are in a leased space in Downtown Santa Ana. Containers are kept in a clean, safe, and enclosed location. Republic Services provides daily pick-up service.

13. Suggestions

- a. Downtown Santa Ana will double its number of residents and pets in the next couple of years. Planning for the new pets should be started soon. Communication, and education with pet owners is a must. Installation of "Clean up After your Dog" signage should be considered.
- b. DTSA Services is willing to add litter maintenance of the upcoming skate park to the scope of services.

DTSA Services has the needed permanent full-time positions to provide all the above services. DTSA Services has the ability to scale staff according to the needs of Downtown Santa Ana.

DTSA Services supports the right of its employees to Unionize.

Cost Proposal



Downtown Santa Ana Clean and Safe Team Cost Proposal

Category	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5
Litter Pick-Up & Maintenance Clean & Empty Trash Cans Daily Clean Outdoor Benches, Bollards & Light Poles Clean Bus Stops	361,513	379,589	398,568	418,496	439,421
Clean Parklets & Minor Repairs	51,645	54,227	56,939	59,786	62,775
Power Wash including Second Street Promenade	196,560	206,388	216,707	227,543	238,920
Special Event Litter Clean-Up Maintenance	12,000	12,600	13,230	13,892	14,586
Special Event Street Closures	12,000	12,600	13,230	13,892	14,586
Security Guards		160,000	168,000	176,400	185,220
Security Guard Oversight		20,000	21,000	22,050	23,153
Equipment	38,524	40,450	42,473	44,596	46,826
Utility Golf Cart	22,000	2,000	2,000	2,000	2,000
Annual Total	\$ 694,242	\$ 887,854	\$ 932,147	\$ 978,654	\$ 1,027,487

DTSA Services will submit invoice for services provided on the last day of the month. Payment terms: Net 15.

DTSA Services is open to negotiate the above cost proposal to best meet the needs and budget of the City of Santa Ana.

Exhibit A

Cost Proposal Explanation

1) Litter pick-up and maintenance. Clean & empty trash cans daily, outdoor benches, bollards, light poles, and bus stops

Proposed cost includes all labor, equipment, materials, cleaning supplies and truck needed to perform the required services.



2) Clean parklets & minor repairs

- a. Parklets will be cleaned and repairs will be performed as needed.
- b. A contingency of \$20,000 is recommended be added to cover possible major repairs and relocation or removal of parklets.



3) Power wash

- a. See attached Exhibit B for the proposed power wash frequency.
- b. All power wash special requests will be completed within 24 hours at no additional cost.



4) Special event litter clean-up maintenance

Proposed cost will cover cost to provide cleaning services during and after the following events:

- a. Twelve – First Saturday of the Month Art Walks
- b. Blading Cup – April Event (3-day event)
- c. Blading Cup – November Event (3-day event)
- d. OC Pride Parade and Festival (1 day event. However, event equipment is removed next day)
- e. Fiesta Morelense
- f. Viva La Vida
- g. Tamalfest

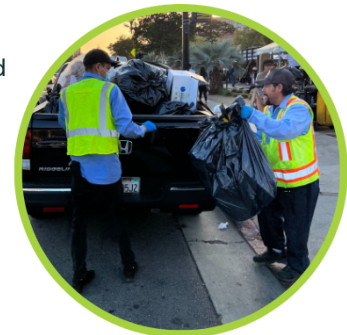


Exhibit A

Cost Proposal Explanation- Continued

5) Special event street closures

Proposed cost will cover cost to close streets for the following events:

- a. Blading Cup – May Event (3-day event)
- b. Blading Cup – November Event (3-day event)
- c. OC Pride Festival (1 day event. However, event equipment is removed next day)
- d. Fiesta Morelense
- e. Viva La Vida
- f. Tamalfest

Streets will be properly secured with water filled K-rails. Traffic control plan will be followed.



6) Equipment

Three 4-yard containers. Proposed cost will cover Republic Services (City of Santa Ana trash hauler) actual cost to service the three 4-yard containers daily.



7) Utility Golf Cart

Proposed cost includes purchase of a utility golf cart on year one. Cart will facilitate operations in narrow areas such as some alleys. It can be driven on some sidewalks and can be of great help for team to service hard to reach areas. Years two through five of proposed cost indicates cost of insurance.

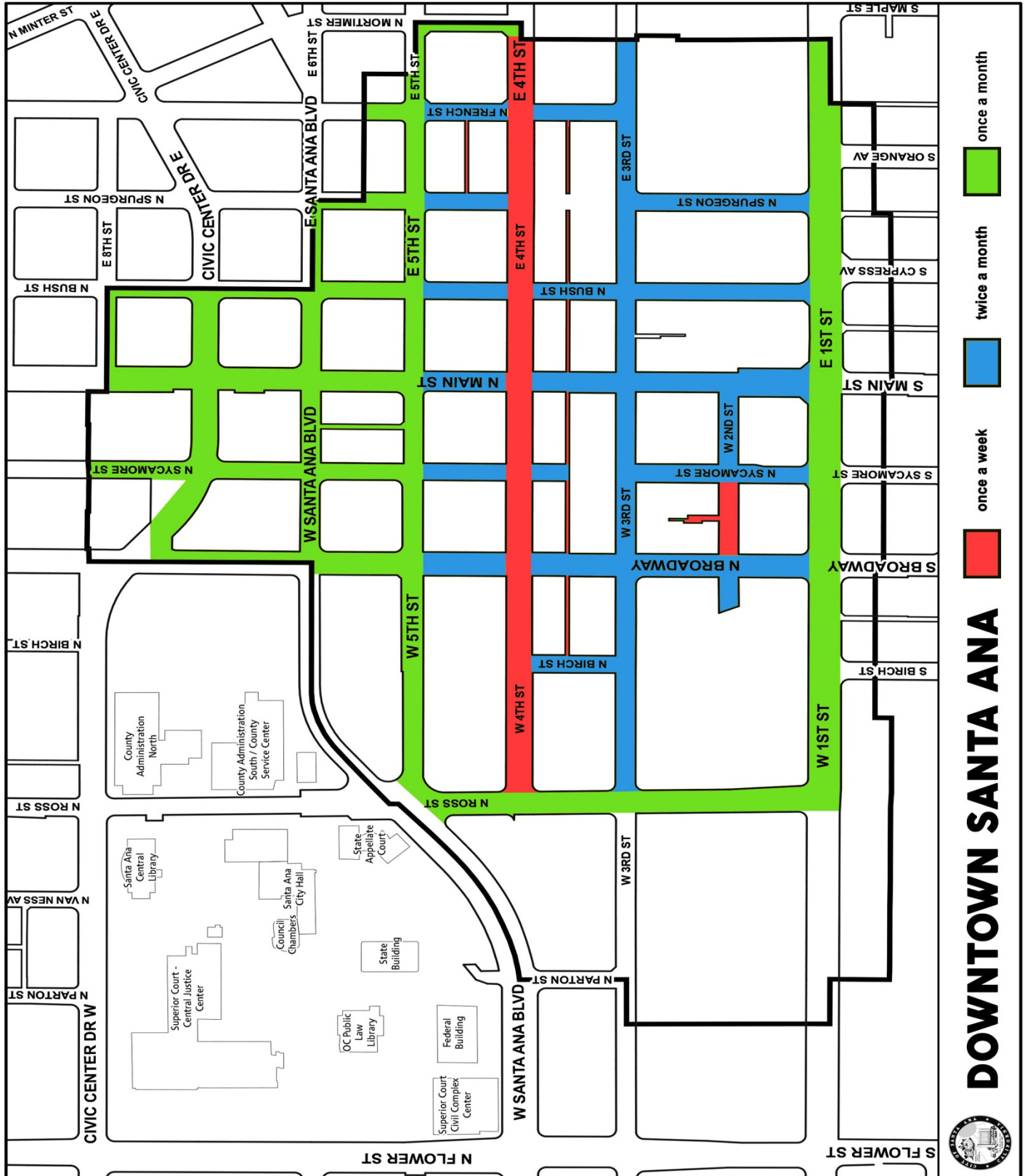


8) Cost adjustment for years two through five

Proposed cost for years two through five Includes a 5% yearly Increase. DTSA Services Is open to negotiate a yearly increase based on Consumer Price Index for cost of living adjustments or 5%, whichever Is less.

Exhibit B

Power Wash Frequency Schedule



DOWNTOWN SANTA ANA

Certifications



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.

DTSA Services		714-612-9227
LEGAL NAME OF COMPANY		PHONE AND FAX NUMBERS
201 E. 4th Street	Santa Ana	CA 92701
BUSINESS ADDRESS		
Jose Romo		General Manager
PRINTED NAME OF AUTHORIZED AGENT		TITLE
	January 7, 2023	romo9227@gmail.com
SIGNATURE OF AUTHORIZED AGENT	DATE	E-MAIL ADDRESS
20-8484050		
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.**



CITY OF SANTA ANA

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: Downtown Inc. Contact Individual: Ryan Chase

Address: 204 E. 4th Street Phone Number: 949-292-1404

Santa Ana, CA 92701 EMAIL: ryanlylechase@gmail.com

Contract Amount: 500,000 Year: 2014 - 2022

Description of supplies, equipment, or services provided:

Clean and Safe services for Downtown Santa Ana

REFERENCE

Customer Name: Santa Ana Business Council Contact Individual: Kim Tapfer

Address: 116 W. 4th Street Phone Number: 949-378-0723

Santa Ana, CA 92701 EMAIL: tapferx4@aol.com

Contract Amount: 500,000 Year: 2014 - 2022

Description of supplies, equipment, or services provided:

Clean and Safe services for Downtown Santa Ana

REFERENCE

Customer Name: Grand Central Art Center Contact Individual: John Spiak

Address: 125 N. Broadway Phone Number: 714-264-2970

Santa Ana, CA 92701 EMAIL: jspiak@fullerton.edu

Contract Amount: 500,000 Year: 2014 - 2022

Description of supplies, equipment, or services provided: Clean and Safe services for Downtown Santa Ana

**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 DTSA Services

Signed and Printed Name:  Jose Romo

Title General Manager

Date January 7, 2023

**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.

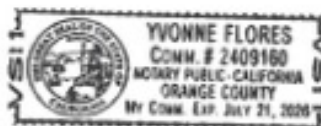
Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

State of CA, County of Orange

Subscribed and sworn to (or affirmed) before me on this 4th day of January, 2023, by Jose Luis Romo, 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.
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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: General ManagerFirm: DTSA ServicesDate: January 7, 2023

**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



CITY OF SANTA ANA

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: _____

A handwritten signature in blue ink, appearing to be "K. G.", is written over a horizontal line.

Title: _____

General Manager

Firm: _____

DTSA Services

Date: _____

January 7, 2023

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

Letter of Recommendation



201 E. 4TH STREET, SUITE 101 SANTA ANA, CA 92701 714-783-2252 ALTABAJAMARKET.COM

January 6th, 2023

Julie Castro

Economic Development Specialist II, Community Development Agency

I am writing this letter to offer my full support and importance for Jose Romo's team to carry on the Clean & Safe program for the downtown. As a business owner on a corner who is at my business nearly every day, I believe this position will be best facilitated by Mr. Romo's crew. They demonstrate care, professionalism, understanding and a connection to the environment they have served that would far exceed the work of other proposals offered. This position is of extreme importance and this is why I am writing to you.

Jose's team has been an integral part of the downtown fabric for years. Anyone who has a business here knows this as the team not only by name but the team knows all of us by name and needs as well. This alone is extremely important and is invaluable as the dynamic of this area needs the care and knowledge that only a team with on-hand experience and institutional knowledge has. Jose's team has this experience--they have never faltered in their tasks.

I have known Jose for over 20 years, since I helped to start the first farmers' market in downtown. His commitment to the district, the businesses, people and customers is unparalleled to anything that can be proposed. You simply cannot replace the years of work he and team have done. And quite honestly, we as a district that has been through so much over the past 3 years would appreciate and thrive with a team that understands our needs, our personalities, and just the landscape that is unique and special. This team gets it and Jose gets it as leading this team.

Some examples of how Jose's team is vital to the area:

- during the George Floyd demonstrations in Spring 2020: Jose and team members waited with me in front of my shop immediately without call to make sure the 4th street area was protected until police had a lockdown of the area.
- constant immediate cleaning of the street/trash/loiters
- assisting neighbors when there were disruptions in the market and street
- assisting with clean communication when there was an interruption in the downtown
- his team on a number of times have taken the lead to communicate to other business owners, customers of disturbances that affect the greater area -- not just a single business.

There are simply not enough ways to demonstrate how this team is as personable as they are efficient. This team's work cannot be replicated because this team actually CARES for the area and it shows every day. I see it constantly and it would give me concern to have a management team who did not understand the area put into a position of care who did not have the years of experience and natural appreciation for the downtown as Jose and his team has.

I am more than happy to meet, write more, or do more to further show my support.



201 E. 4TH STREET, SUITE 101 SANTA ANA, CA 92701 714-783-2252 ALTABAJAMARKET.COM

Thank you for your time,

-Delilah Snell

Owner, Alta Baja Market
201 E 4th St, Ste 101
Santa Ana, Ca 92701
714.783.2252

Letter of Recommendation

John D. Spiak
2434 N. Heliotrope Drive
Santa Ana, CA 92706
(Downtown Santa Ana Institution Director)

January 4, 2023

To: Julie Castro, Santa Ana Community Redevelopment Agency

Re: Jose Romo, Santa Ana Clean and Safe Team

Dear Julie Castro, Santa Ana Community Redevelopment Agency and Review Committee,
With great pleasure, I submit this letter in support of Jose Romo and his team's RFP proposal to continue to provide clean and safe services for Santa Ana.

As an individual who works in a City of Santa Ana-owned building located on a city-owned plaza in the heart of Downtown Santa Ana, I have witnessed firsthand the positive outcomes provided by Jose Romo and his team to keep our city safe and clean. Their services have not only provided for clean and protected environments but have also helped to ensure the continued integrity of a historically registered building and its surroundings. Jose's team is always quick in response to any issues - from cleaning up problems such as human waste that can become health issues; to assisting troubled unhoused individuals in finding safer and less publicly disruptive areas to collect themselves. Their interactions result in positive outcomes.

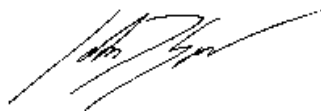
The work, their team, does is complex and challenging at times. Still, I am always impressed with the kind and cheerful demeanors they bring while providing these services – always smiling and friendly, even when performing tasks most would find a bit overbearing at times. They have always greeted my team when in public in positive ways, and every engaged encounter with a member of Jose's team has been a true pleasure. Their excellent work is often unseen, as they are doing a great job and quick in response; they are incredibly positive representations of our community to those who live and work in our city and those who visit.

With this background, the work of Jose Romo and his team continues to be a true asset to our community and the City of Santa Ana. They continually impress me with all that they do and the kindness that they bring.

In conclusion, Jose and his team mark exceptionally high standards of what a safe and clean service should and can be for the City of Santa Ana. For all the above reasons, I write enthusiastically and strongly encourage you and the City of Santa Ana to consider Jose Romo's RFP for Clean and Safe services for our community.

I welcome any follow-up questions regarding my thoughts: 714.264.2970.

Respectfully submitted,



John D. Spiak
Santa Ana Resident & Downtown Santa Ana Institution Director

Letter of Recommendation

January 3, 2023

Julie Castro Cardenas
City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701

Re: Recommendation for Jose Romo for Downtown Santa Ana's Clean and Safe Team

Dear Julie,

I hope this New Year finds you and your family well. It is my pleasure to write to you to highly recommend Jose Romo for Downtown Santa Ana's Clean and Safe team. As you know, I am the property manager and part owner of the First National Bank Building on 4th and Main. I have had the pleasure of interacting with Mr. Romo over the last several years in his capacity as the head of the Clean and Safe team. He is always professional, incredibly responsive and very competent.

As just one example, one of our biggest tenants Visioneering contacted me several years ago about a urination smell that their employees encountered every time they exited the parking on 5th and Main. I reached out to Mr. Romo after hours and he immediately picked up the phone. He not only dealt with the problem by the next morning but also took the time to personally introduce himself to Visioneering and give them his contact information so they could contact him if the issue persisted. Mr. Romo went above and beyond to deal with this issue and I have found this to be the case in all my interactions with him.

Mr. Romo is excellent at running the Clean and Safe team and has proven to be faithful to this position over many years. Several of these years have been very challenging and Mr. Romo has always comported himself with the utmost of professionalism. His knowledge and understanding of the Downtown is invaluable, his dedication to our Downtown community unparalleled and his calming presence could never be replaced.

I urge the City of Santa Ana to be select Jose Romo for Downtown's Clean and Safe team.

Sincerely,



Kim Tapfer
Vice President
Miller-Burg-duPont Inc.
106 W. 4th St., Suite 211
Santa Ana, CA 92701

Letter of Recommendation



Logan Crow
Executive Director, Founder
(323) 428-7411
logan@thefridacinema.org
305 E. 4th Street STE 100
Santa Ana, CA 92701

January 7, 2022

Julie Castro
Community Redevelopment Agency
City of Santa Ana

Good day Julie,

With deep and heartfelt sincerity, I am writing today to communicate my fullest endorsement of Jose Romo, and his noted and long-established commitment to the Downtown Santa Ana community.

Jose was one of the first people I had the good fortune to meet when I first set out to establish The Frida Cinema in Downtown Santa Ana, and he enthusiastically walked me around town and introduced me to some of the key downtown stakeholders who I continue to work with nine years later. Since that day, I have reached out to Jose for support on multiple occasions, and have always been met with prompt responsiveness, an enthusiastic commitment to service, and his familiar smile and affability. When I am reached out to by a fledgling event planner for advice, the first person I refer them to is Jose. He is essentially the signature steward of our community, always on hand to do what he can to support the initiatives of event planners, community organizers, and our family of downtown businesses.

I have joked with Jose that I'm convinced he has clones, not only because he is often hard at work on multiple endeavors and initiatives all at once, but more so because as seriously as he takes his work, he never seems to break a sweat. I believe that's because he truly enjoys the work, as it is all in service of enriching and enhancing the community he loves, and the neighboring business owners whose success he truly cares about. Jose is at once a dedicated caretaker, ambassador, and custodian – and again, always with a smile.

Jose is an indispensable asset to our community, and he has more than proven the value of, and his dedication to, the initiatives he sets out to accomplish. I wholeheartedly encourage you to give Jose Romo and his proposals your highest consideration. Should you have any additional questions, please don't hesitate to get in touch, as it would be my honor to further communicate my praise of Jose and the quality of his work and service.

Most sincerely,

Logan Crow
Executive Director

THEFRIDACINEMA.ORG

Founded in 2014, The Frida Cinema is a 501(c)(3), not-for-profit art house cinema dedicated to enriching, connecting, and educating communities through the art of cinema.
Tax ID 27-0950151

Letter of Recommendation

S & A Management
129 W. Wilson St. Ste 100
Costa Mesa, CA 92627

January 6, 2023

Julie Castro
City of Santa Ana Community Redevelopment Agency
20 Civic Center Plaza
Santa Ana, CA 92701

RE: Jose Romo

Julie -

The purpose of this letter to vouch for the character and competency of Jose Romo, both as a person and an operator. I have known and worked with Jose for over 20 years, and he is a man of high integrity and conviction. And beyond his outstanding work ethic, he loves and is passionate about Downtown Santa Ana. Jose and his team have done a great job operating the clean and safe program over the years and would like to see their efforts continue moving forward. Could not think of a better fit or a more knowledgeable person to oversee these efforts than Jose.

Any questions please don't hesitate to reach out.

Thank you



Ryan Chase
Longtime Downtown Santa Ana Property Owner

Downtown Santa Ana Clean and Safe Team Cost Proposal

Final Offer after negotiations

Category	Annual Cost Year 1
Litter Pick-Up & Maintenance Clean & Empty Trash Cans Daily Clean Outdoor Benches, Bollards & Light Poles	360,000
Clean Parklets & Minor Repairs	51,000
Power Wash including Second Street Promenade	197,000
Special Event Litter Clean-Up Maintenance and Street Closures	25,000
Security Guards	180,000
Security Guard Oversight	20,000
Equipment	38,000
Utility Golf Cart	22,000
Annual Total	893,000

EXHIBIT C

COMPENSATION

Fee Proposal including hourly rates if applicable

DTSA Services for Downtown Santa Ana Clean & Safe Team				
Year	Notes	Annual Cost with 5% CPI	10% Contingency	**Total
Year 1	Total minus Security & Oversight	\$ 693,000.00	\$ 69,300.00	\$ 762,300.00
Year 2	Total minus Utility Golf Cart; \$20K 5% CPI inflation included	\$ 914,550.00	\$ 91,455.00	\$ 1,006,005.00
Year 3	5% CPI inflation included	\$ 960,277.50	\$ 96,027.75	\$ 1,056,305.25
*Year 4	5% CPI inflation included	\$ 1,008,291.38	\$ 100,829.14	\$ 1,109,120.51
*Year 5	5% CPI inflation included	\$ 1,058,705.94	\$ 105,870.59	\$ 1,164,576.54
Total		\$ 4,634,825	\$ 463,482	\$ 5,098,307

Notes:

*Year 4 and Year 5 contingent upon 2-year renewal as noted in the agreement.

**The City of Santa Ana reserves the right to use the funds as needed annually at it's sole discretion.

EXHIBIT D

FUNDING RELATED PROVISIONS

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit.

1. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)**

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a “federal assisted construction contract” in 41 CFR § 60-1.3, Consultant agrees as follows during the performance of this Agreement:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 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.

(ii) The Consultant will, 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, sexual orientation, gender identity, or national origin.

(iii) The Consultant 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 Consultant's legal duty to furnish information.

(iv) The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Consultant 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.

(vi) The Consultant 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.

(vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 Consultant 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:

Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction

contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Consultant must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency..

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified,

or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Consultant shall not 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 funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) 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).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) 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.

(ii) See Public Law 115-232, section 889 for additional information.

(I) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) “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.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

3. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

(a) Maintenance of and Access to Records. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic and otherwise) of the Consultant which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Consultant for a period of five (5) years after completion of the Project.

(b) Compliance with Federal Regulations. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Consultant agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Consultant understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

- (1) A member of Congress or a representative of a committee of Congress;
- (2) An Inspector General;
- (3) The Government Accountability Office;

(4) A Treasury employee responsible for contract or grant oversight or management;

(5) An authorized official of the Department of Justice or other law enforcement agency;

(6) A court or grand jury; or

(7) A management official or other employee of Consultant, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(f) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(g) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

(h) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Consultant understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Consultant shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Consultant agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees and assignees for the period in which such assistance is provided.

(v) Consultant agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant and the Consultant's subcontractors, successors, transferees and assignees:

The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

(vi) Consultant understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Consultant, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Consultant for the period during which it retains ownership or possession of the property.

(vii) Consultant shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Consultant shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Consultant shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Consultant must also inform the Department of the Treasury if Consultant has received no complaints under Title VI.

(ix) Consultant must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Consultant and the administrative agency that made the finding. If the Consultant settles a case or matter alleging such discrimination, Consultant must provide documentation of the settlement. If Consultant has not been the subject of any court or administrative agency finding of discrimination, please so state.

If Consultant makes sub-awards to other agencies or other entities, Consultant is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.