

# REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

JUNE 19, 2018

TITLE:

**APPROVE AN AGREEMENT WITH  
SERCO INC. TO PROVIDE PARKING  
ENFORCEMENT SERVICES FOR THE  
POLICE DEPARTMENT**

**{STRATEGIC PLAN NO. 1, 5}**

A handwritten signature in black ink, appearing to read "N. Medina", is written over a horizontal line.

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1<sup>st</sup> Reading
- ☐ Ordinance on 2<sup>nd</sup> Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

## **RECOMMENDED ACTION**

Authorize the City Manager and the Clerk of the Council to execute a two-year agreement for the period of July 1, 2018 through June 30, 2020, with the option of three (3) one-year extensions, with Serco Inc. for parking enforcement services in the amount of \$1,324,780.16, including a 10 percent (\$120,434.56) contingency, subject to non-substantive changes approved by the City Manager and City Attorney.

## **DISCUSSION**

The Santa Ana Police Department Traffic Division provides parking enforcement services using a combination of full-time and part-time City parking enforcement personnel and contract personnel. The current parking enforcement contract provides parking enforcement personnel to enforce street sweeping violations, and other selective parking enforcement needs. Currently, there are eight street sweeping routes, which requires eight parking control officers. In addition, four parking control officers will enforce various municipal code parking violations, including nighttime permit parking enforcement. The proposed annual billable hours for this program is 1,920 hours for a parking control supervisor and 17,080 hours for parking control officers.

On April 10, 2018, the Police Department issued a request for proposals (RFP #18-033) for parking enforcement services. On April 24, 2018, a pre-proposal meeting was conducted, and on May 8, 2018, the City received proposals from two firms. SP Plus and Serco Inc. each submitted proposals for consideration. An evaluation committee consisting of representatives from the Santa Ana Police Department Traffic Division and the City's Public Works Agency reviewed and rated the two proposals. The proposals were evaluated according to Responsiveness to RFP (40%), Experience of Firm and Personnel (30%), and Cost of Proposal (30%), as stated in the RFP.

The results of the RFP evaluation process in its entirety are as follows:

| Vendor        | Score      |
|---------------|------------|
| Serco Inc.    | 463 - 93 % |
| SP Plus       | 415 - 83 % |
| 500 point max |            |

25D-1

## Agreement with Serco Inc. for Parking Enforcement Services

June 19, 2018

Page 2

The Police Department proposes to enter into a two-year agreement with Serco Inc. with the option to extend the agreement with three (3) one-year extensions. Serco has been providing parking enforcement services since 1988, and has current contracts with the cities of Inglewood, West Hollywood, and Palo Alto. Serco provides parking enforcement services 24 hours a day using an ample workforce, modern technology, and new equipment. Serco Inc. is based in West Hollywood and they specialize in government contracts.

Serco proposed costs of \$602,172.80 for Year 1 and \$602,172.80 for Year 2. Also included in this agreement is a 10% (\$120,434.56) contingency to cover unforeseen parking control needs, for a total not to exceed agreement amount of \$1,324,780.16. The total amount of this agreement for two years is 5% less than the previous agreement in the amount of \$1,401,731.14. The Police Department is seeking approval of the first two-year agreement only, and will seek additional Council approval for any subsequent one-year agreement extensions.

### **STRATEGIC PLAN ALIGNMENT**

Approval of this item supports the City's efforts to meet Goal #1 - Community Safety, Objective #5 (provide high quality Police and Fire/Emergency Medical Services response within the City of Santa Ana).

### **FISCAL IMPACT**

Funds will be budgeted in the Police Department Traffic Division contract services account (no. 0114405 62300) as follows:

|            |                |
|------------|----------------|
| FY 2018-19 | \$662,390.08   |
| FY 2019-20 | \$662,390.08   |
| Total      | \$1,324,780.16 |

  
\_\_\_\_\_  
David Valentin  
Chief of Police  
Santa Ana Police Department

APPROVED AS TO FUNDS AND ACCOUNTS:

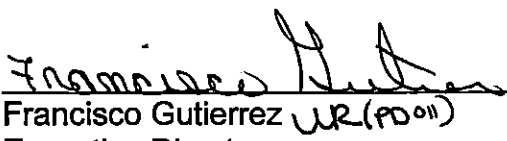
  
\_\_\_\_\_  
Francisco Gutierrez JR (PO 011)  
Executive Director  
Finance and Management Services Agency

Exhibit: 1. Agreement with Serco, Inc.

**AGREEMENT WITH SERCO, INC. TO PROVIDE  
PARKING ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of June, 2018 by and between SERCO, Inc., a New Jersey corporation ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

**RECITALS**

- A. On April 10, 2018, the City issued a Request for Proposal ("RFP") No. 18-033 to retain a consultant to provide parking control enforcement services for the City.
- B. On May 8, 2018, Consultant submitted a response to the RFP which has been incorporated by reference to this Agreement, as though fully set forth herein. In its response, the Consultant represents that it is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

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

**1. SCOPE OF SERVICES**

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

**2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit B**. The total amount to be expended during the term of this Agreement, including any extension periods, shall not exceed **\$1,324,780.16**. This amount is comprised of a base amount of \$1,204,345.60 and a 10% contingency amount of \$120,434.56 for services performed by the Consultant at the sole discretion of the City.
- b. Payment by City shall be made within 45 days (forty-five) 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. If the City does not receive invoices from the Contractor within sixty (60) days of the date(s) of service, the City retains the sole discretion to deem those invoices null and void.

### **3. TERM**

This Agreement shall commence on July 1, 2018, and continue for a two (2) year term until June 30, 2020, with the option for the City to grant up to three (3) one (1) year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

### **4. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Consultant 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 Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

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

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence.** Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. **If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.**
- e. **The following requirements apply to the insurance to be provided by Consultant pursuant to this section:**
  - i. **Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.**
  - ii. **Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.**
  - iii. **Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.**
  - iv. **Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.**

- v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **8. INDEMNIFICATION**

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

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

## **10. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to

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

#### **11. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

#### **12. CONFLICT OF INTEREST CLAUSE**

Consultant 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.

#### **13. DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, 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 Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant 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 consultants retained by City.

#### **16. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant 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 Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **17. 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.

#### **18. 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.



## **19. PROFESSIONAL LICENSES**

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

## **20. 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.

## **21. 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:

Chief of Police  
City of Santa Ana  
60 Civic Center Plaza  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-245-8190

Sonia R. Carvalho  
City Attorney  
City of Santa Ana  
20 Civic Center Plaza (M-29)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714- 647-6515

To Consultant:

SERCO, Inc.  
Contracts Representative  
8235 Santa Monica Blvd.  
Suite 320  
West Hollywood, CA 90046

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.

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

**ATTEST:**

**CITY OF SANTA ANA**

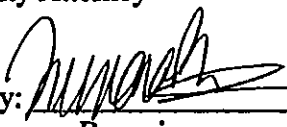
\_\_\_\_\_  
Maria D. Huizar  
Clerk of the Council

\_\_\_\_\_  
Raul Godinez II  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By:   
\_\_\_\_\_  
Tamara Bogosian  
Assistant City Attorney

\_\_\_\_\_  
By:  
Title:

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
David Valentin  
Chief of Police

**EXHIBIT A**  
**SCOPE OF SERVICES**

**CITY OF SANTA ANA POLICE DEPARTMENT**  
**REQUEST FOR PROPOSALS FOR PARKING CONTROL ENFORCEMENT SERVICES**

**EXHIBIT A – SCOPE OF SERVICES**

**I. DESCRIPTION AND SCOPE OF WORK**

The City of Santa Ana is issuing this request for proposal (RFP) for Parking Control Enforcement Services for enforcing parking regulations as outlined in the Santa Ana Municipal Code of over 650 weekly residential street sweeping curb miles, residential permit parking district enforcement and other parking enforcement services as assigned by the Police Department

**A. IMPLEMENTATION**

1. The parking control enforcement vendor will assume responsibility for parking control enforcement services of the entire City.
2. The street sweeping routes will be provided by the City of Santa Ana Police Department after contractor selection.
3. City Staff shall have the right to modify, reduce or delete the amount of parking enforcement schedules, routes, frequency, phases, standards, days of parking control enforcement services and remove contract personnel with prior notice to Contractor.
4. The Contractor shall staff all routes and provide personnel for all services listed in this RFP. Additional services include traffic control as necessary on either an emergency or pre-planned basis.
5. The term of the contract is a two (2) year contract, with a possibility for three additional, two-year renewal options at the discretion of the City; a maximum total of eight (8) years.

**B. PERFORMANCE ON SCHEDULE**

The Contractor will be provided work schedules which correspond to the City's established service schedules. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing parking control enforcement services on the day scheduled.

**II. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES**

**A. WORK ASSIGNMENTS AND SCHEDULE**

The Contractor shall be provided schedules by the City. The Contractor shall submit a written route schedule to the City Projects Manager or designee within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose schedule modifications to the City for review as efforts to improve parking control program efficiency. If it is necessary to make periodic revisions to this schedule, a modified schedule must be submitted for review to the Projects Manager or designee for approval prior to the date the changes are to take effect, but not less than 48-hours. Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information schedule and any other information provided by the City, which will allow the City to monitor the Contractor's progress. The contractor shall be able to enforce

designated sections of the Santa Ana Municipal Code and California Vehicle Code as authorized by the Chief of Police. Contract employees may be required to appear and testify at court and confer with the City Attorney's office regarding citation appeals, when necessary. The Contractor shall adjust his/her schedule to compensate for all holidays and rainy days. The designated Contractor holidays for this contract shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or as designated by City.

## **B. CONTRACTOR PERSONNEL**

1. The contractor shall furnish the necessary enforcement personnel, including one (1) supervisor. Hours will be determined based on the needs of the City. The City of Santa Ana shall have discretion in approving changes to work hours and assignments or areas. The City of Santa Ana reserves the right to assign enforcement checkers to perform other duties relating to parking enforcement within the hours of any shift.
2. A list identifying the names of all Contractor parking enforcement personnel shall be provided to the City Projects Manager or designee.
3. Each of the Contractor's employees performing work pursuant to this Request For Proposal (RFP) shall:
  - a. Have ability to read, write legibly, speak and comprehend the English language - Bilingual fluency in Spanish or other language approved on the City's bilingual list is preferred;
  - b. Trained and bonded, a minimum of twenty-one (21) years of age;
  - c. Capable of performing assigned duties;
  - d. Pass a background check that shall include a review of the employee's criminal history that would pose a liability for the City including crimes of violence. Convictions for traffic violations shall be assessed based on their severity, frequency and time frame. The City of Santa Ana reserves the right to mandate removal of any contractor's employees found unacceptable to the City for any reason;
  - e. Have a High School Diploma or its equivalent;
  - f. Be well groomed at all times and, at a minimum, be in compliance with the Police Departments policies related to grooming standards and tattoos while on duty;
  - g. Have a minimum of eight (8) hours of training on the City's parking citation forms and procedures including, but not limited to, use of necessary equipment, vehicle operations, traffic control procedure, etc.;
  - h. Have a minimum of eight (8) hours of basic customer service training including, but not limited to, conflict resolution, handling difficult customers and cultural diversity; and
  - i. Have a minimum of four (4) hours training on relevant federal, state and local laws, regulations, rules, policies, guidelines and procedures. Additional training may be required as determined by City staff.
4. The Contractor shall have the ability to utilize new equipment as it is developed in the future, such as handheld ticketing devices, parking meter stations, etc.
5. The contractor shall be properly licensed and all of the contractors' personnel assigned to field operations shall have a current "Guard Card" license issued by the State of California pursuant to the California Business and Professions Code. However, regardless of certification, no parking control checkers or supervisors shall carry or be armed with any firearm, impact weapon or electronic control device while performing their duties under this agreement. All employees assigned by the contractor shall have a valid California driver's license and remain in good standing with the California Department of Motor Vehicles.

6. The contractor must provide a field supervisor during daytime working hours to supervise all contractor enforcement employees on duty. This field supervisor may also perform ancillary duties as an enforcement checker but shall not fill in for an absent employee or perform duties that would hinder their ability to supervise personnel in the field. The field supervisor shall have substantial expertise and experience in parking enforcement duties. The supervisor shall be the primary contact between the city and contractor on matters relating to the enforcement services provided through this RFP.
7. The Supervisor shall be the primary daily operations contact to the City and shall also do the following:
  - a. Respond to citizen complaints and provide the City's designee with a copy of the complaint and the resolution or, in the event an investigation is required, the steps being taking to resolve the complaint and the date a resolution can be expected.
  - b. Contact the City designee at least once each day to discuss and clarify operational assignments and receive any special instructions;
  - c. Ensure that contractor personnel perform the duties required by the RFP; and
  - d. Prepare and submit all citation amendments, monthly progress reports and status reports as may be required by the city designee.
8. The contractor shall be required to designate a second level supervisor. This person shall have the authority over the personnel and shall be a member of the contractor's management staff with authority to represent the contractor on policy matters.
9. The contractor shall provide and pay for all uniforms for contract personnel assigned to work in the field.
  - a. Uniform specifications shall include a photograph or diagram and written description of the uniforms for male and female parking enforcement personnel and include marking(s), shirt sleeves length (short or long), shoe type, the color of shirts, pants, jacket(s) and any other relative information. As an option, the contractor may allow the employee to wear shorts of the same color as the uniform pants during the summer months.
  - b. The Santa Ana Police Department's Traffic Division Commander or his designee shall review and approve all uniforms and insignias.
  - c. Uniforms shall be properly fit with no rips or tears and must be clean and pressed at all times to present a neat appearance.
10. If the Contractor finds it necessary to utilize substitute personnel to cover personnel who call in sick or take time-off, they are to be equal in qualifications and training to regular personnel and billed at the same rate.
11. The city designee shall conduct the final review of all contract employees prior to being assigned to perform parking enforcement services in the City of Santa Ana. The Chief of Police or his designee has the ultimate authority and discretion in the hiring and termination of personnel working on this contract. The Chief of Police or his designee may remove contract personnel, upon telephone notifications to the Contractor.

### **C. DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable

federal, state and local laws and regulations and as further specified in Certifications - Exhibit C, attached hereto and incorporated in this Agreement by reference.

#### **D. PREVAILING WAGE**

Prevailing wage will **not** be required for this contract.

#### **E. PARKING CITATION BOOKS**

The city will issue numbered Parking Citation Books or Electronic Ticketing Devices to the Contractor containing individually numbered citations. The Contractor shall be held accountable for the disposition of all electronic devices, books and citations and for stolen or lost citations. The loss of a citation will result in a charge of \$100 levied against the Contractor by the City for each citation lost or unaccounted for, not to exceed \$2,500 for each book. The loss of a book of citations or ticketing device may result in a charge against the Contractor by the City of \$2,500. Such charges may be increased and the City will provide notification to the Contractor prior to action taking place.

#### **F. WORKING HOURS**

All parking enforcement activity hours will be determined based on the City's need. The City of Santa Ana Police Department or other designee shall have discretion in approving changes and additions to work hours and assignments or areas.

#### **G. PARKING CONTROL ENFORCEMENT SERVICES EQUIPMENT**

1. The parking control enforcement vehicle or any relief/substitute vehicle used to perform this contract work shall:
  - a. The contractor shall provide vehicles, in good repair, for use by the contractor's employees assigned to field duties. These units must be suitable for parking control and enforcement. The contractor shall be responsible for and pay for all operating expenses, maintenance and insurance for such vehicles.
  - b. All vehicles are to be no more than (3) three years in age, unless otherwise approved by the city designee. All vehicles are to be kept clean, in good repair and in good appearance.
  - c. The Contractor shall provide a listing of all parking control enforcement vehicles or any relief/substitute vehicle identifying:
    - i. Make, model, and year.
    - ii. Company identification unit number.
    - iii. California license number.
    - iv. Company vehicle colors.
  - d. All vehicles are to be inspected by the California Highway Patrol with inspection certificates given to the Santa Ana Police Traffic Division Commander.
  - e. The vehicles shall be equipped with:
    - i. Fixed and permanent amber rotating beacons and all safety equipment is to be paid for and furnished by the Contractor.
    - ii. A set of road trouble fluorescent triangles, one case of flares and five (5) orange traffic safety cones.
    - iii. Other safety devices, which may be reasonably required by the City.

2. The Contractor shall provide instant communication access via a cellular phone/radio to all personnel while performing their duties.

#### **H. FUELING OF PARKING CONTROL ENFORCEMENT VEHICLES**

The Contractor shall be responsible for fueling each parking control enforcement vehicle and shall be ready to conduct enforcement activities at all scheduled times.

#### **I. REQUIRED CONTRACTOR IDENTIFICATION SIGNAGE**

City of Santa Ana authorized contractors will be required to have identification signage on all vehicles at all times while working in an official capacity for the City. Such signage shall be of a professional manner and maintained neat in appearance, free of graffiti, easily identifiable and in sound condition. All costs associated with the fabrication of such signage shall be borne by the Contractor. **Such signage design shall be pre-approved by the Traffic Commander prior to production.**

Signage type and material shall be plastic with magnetic backing, painted signage on vehicle or similar. Taped vehicle signage will **not** be allowed.

Such signage shall state Authorized Contractor, Santa Ana Police Department, name of Contractor and Contractor telephone number or other required City designated language and markings.

Signage Letter Minimum Size shall be two-inches for Authorized Contractor, Santa Ana Police Department. A minimum of one-inch height will be required for all other information.

#### **J. GLOBAL POSITIONING SYSTEM (GPS)**

It is highly desirable for the Contractor to provide a GPS system in all parking control enforcement vehicles used in the City that enables the monitoring of the parking control enforcement vehicle locations at all times via computer. The system should provide the ability to monitor the day-to-day operation of the parking control enforcement vehicle including its current location, streets covered, times and total miles driven. If provided, the City and Contractor shall be enabled to view this information via computer at all times and GPS reports shall be made available at the request of the City.

#### **K. PERFORMANCE DURING INCLEMENT WEATHER**

1. The City shall determine when the parking control enforcement operations should cease due to inclement weather or other reasons and will notify the Contractor immediately once that decision is made.
2. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.
3. Failure to adjust the work force as directed by the City shall result in deduction of payments to reflect only the work actually authorized and accomplished.

#### **L. INSPECTIONS**

The Chief of Police or his designee shall regularly inspect the parking enforcement routes and other areas subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable



requirements shall be corrected by the Contractor and the City shall have the right to withhold payment to the Contractor until the work is corrected.

#### **M. PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES**

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards unless engaged in traffic control operations authorized by the City. In such cases, the Contractor shall only use vehicles or equipment in a safe manner as prescribed by the training required by this contract. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary.
3. Methods proposed by the Contractor and approved by the City shall not harm, deface or damage City streets, street trees, sidewalks or street curbs. In the event that damage to the City's right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

#### **N. SPECIFICATIONS**

This scope of services is intended to cover all labor, material and standards of workmanship to be employed for in this work plan or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

#### **O. CUSTOMER SERVICE**

Contractor shall provide service, which is accessible, courteous, responsive, timely, equitable and given in the spirit of professionalism and mutual respect. All Contractor personnel are a reflection of the City of Santa Ana and as such are expected to:

1. Interact with customers and City officials, whether in person or on the phone, in a pleasant, respectful and professional manner.
2. Give full attention to each customer's needs by asking questions. Provide information, products and service in an accurate, organized and complete manner. Determine that the customer's request has been fulfilled.
3. Comply with all federal, state, county, and city laws and regulations.
4. Use adequate equipment that is kept clean and neat at all times.
5. Train other Contractor employees to be polite and courteous during public contact.
6. Employ truth and accuracy in reporting customer service records.

#### **P. RECORDS**

The Contractor shall keep accurate records concerning all of his/her employees or agents and provide the City with names and telephone numbers of emergency contact employees. The Contractor shall complete a monthly report indicating work performed, including GPS maps of routes (if required by City) and submit this completed report to the City Projects Manager or designee. This report should also

contain a description of work performed, including personnel hours, equipment, and any additional work, which the Contractor deems to be beyond the scope of the contract. Payment for this work will not be authorized unless the additional work and the costs thereof are first approved by the City. A phone log will be submitted monthly of all calls from the City of Santa Ana Public Works Agency and the City of Santa Ana Police Department to the Contractor, identifying whether or not those calls require a request for service, and a description of the action taken from the City call.

The Contractor shall provide monthly phone customer service logs from the public, indicating name, date, time and phone number of caller, reason for request, response/action by Contractor and time required to address request. Such logs shall be accurate and truthful.

The Contractor shall permit the City to inspect and audit its books and records regarding City-provided services at any reasonable time.

#### **Q. CITATION PROCESSING**

The contractor shall submit all citations issued by their employees to the City's designated citation processing center in a timely manner. In the event of an error on a citation or when a citation is deemed by the Traffic Commander to have been issued inappropriately, the Contractor shall bear the processing cost of said citation to include amendments, fees for data entry, dismissal, notices, removal of DMV holds, etc. This provision shall not apply to citations dismissed in the Interest of Justice or those citations that are issued in good faith but are dismissed due to circumstances that are not within the control of the contractor.

#### **R. ON-CALL/AFTER HOURS PARKING ENFORCEMENT/SPECIAL DETAILS**

The City of Santa Ana anticipates the need for parking control personnel to assist with parking enforcement and/or traffic control for pre-planned events such as parades, special events, marathons and nighttime parking enforcement. The City will make every effort to provide the Contractor with as much advanced notice as possible when these services are required. In addition, the Contractor will provide the City with names and telephone numbers of at least two qualified contact persons or a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone who can be called by City representatives when emergency calls for service occur during hours when the Contractor's normal work force is not present in the City of Santa Ana. These Contractor representatives shall respond to said emergency within one (1) hour from receiving notification. The City anticipates the need for this service of up to 5-occurrences per year for events that cannot be predicted in advance such as power outages, major collisions or other events that require traffic control on a wide scale. If additional personnel are required, the Contractor agrees to make every effort to fulfill the needs of the City to help mitigate the issue necessitating the response in a timely fashion.

#### **S. SUPERVISION OF CONTRACT AND MEETINGS WITH CITY**

All work shall meet with the approval of the Santa Ana Police Department. As determined necessary by the City, there shall be a minimum of one monthly meeting with the Contractor and the City representative to determine progress and to establish areas needing attention. Status reports of activities performed by the Contractor will be submitted in writing to the City on a weekly basis or as determined necessary by the City.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

## **T. MATERIALS AND EQUIPMENT**

The contractor shall make a reasonable effort to purchase equipment and materials in the City of Santa Ana and to utilize Santa Ana vendors. Such efforts shall be provided to the City. The City shall have the ability to provide a list of possible Santa Ana vendors to the Contractor. The City has the option to purchase and provide materials. The City has the option to purchase special material or the City will reimburse the Contractor for purchase of special material only after authorization by the City.

## **III. DEFINITIONS**

1. **City** – shall mean City of Santa Ana and representatives of the City of Santa Ana, i.e. Police Department or Public Works Agency.
2. **Contractor Holidays** – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or as designated by the City.
3. **Inclement Weather** – weather conditions that prohibit the effective operation of parking control enforcement operations.
4. **Street** – all paved dedicated public rights-of-way within the existing or future City limits.
5. **Parking Enforcement Supervisor** – an employee of the contractor with supervisory authority over the Parking Enforcement Checkers and possesses the requisite authority to make decisions, respond to complaints on behalf of the company and engage designees from the City regarding any service concerns. As an ancillary duty, a Parking Enforcement Supervisor may perform the duties of a Parking Enforcement Checker as outlined in this RFP including the enforcement of designated sections of the Santa Ana Municipal Code or the California Vehicle Code as authorized by the Chief of Police or traffic control.
6. **Parking Enforcement Checker** – an employee of the contractor assigned to perform the duties outlined in this RFP including the enforcement of designated sections of the Santa Ana Municipal Code or the California Vehicle Code as authorized by the Chief of Police or traffic control.

## **IV. TERMS AND CONDITIONS**

### **A. TERM**

The term of this Contract is projected to commence on or about July 1, 2018 and terminate June 30, 2020, unless earlier terminated as set forth in Section H, below. City is granted an option to renew up to three additional two-year periods. Said options shall be exercised in writing at least thirty (30) days prior to the end of the initial term or any extension thereof.

### **B. CONTINUED FUNDING**

In the event funding is not allocated for parking control enforcement services during the annual budget approval process, the City shall notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period, and contract shall terminate on the last day of current fiscal period without penalty or expense to the City

### **C. COMPENSATION**

1. City agrees to pay and Contractor agrees to accept as total payment for its services, the rates and charges set forth in Contractor's Proposal, attached hereto and incorporated by reference. The

annual amount to be expended for parking control enforcement services shall not exceed \$\_\_\_\_\_ annually, during the term of this Agreement.

## 2. Invoices

- a. The Contractor shall submit a monthly invoice by the 15<sup>th</sup> of the month to the City for the services rendered in the prior month.
  - b. All invoices for work performed under this contract shall be submitted electronically in a Microsoft Excel 2003 format or newer, or other format approved by the City Projects Manager or designee.
  - c. The invoice shall include the following information at a minimum:
    - i. Contractor's invoice number
    - ii. Beginning and ending dates for services
    - iii. City work order number (if applicable)
    - iv. Work site address/location (if applicable)
    - v. Unit cost, subtotals and total for invoice
    - vi. GPS Route Maps (if determined required by City)
3. Payment by City shall be made within sixty (60) days following receipt of proper invoice, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance of a professional parking control enforcement services.
4. Adjustments to Charges

The parties may annually agree to an adjustment of parking control enforcement services charges (not to exceed 2%) commencing at the end of the first year of the agreement, utilizing the month of December statistics and supporting documentation. The two indices which will be used for determining adjustments to parking control enforcement services charges shall be the most recent December Consumer Price Index (CPI) for All Urban Consumers for Los Angeles-Anaheim-Riverside CMSA, published by the United States Department of Labor Bureau of Labor Statistics or any relevant successor for the Orange County area.

## 5. Extra Work

No new work of any kind shall be considered unless a separate estimate is given for said work and the estimate is approved by the City in writing before the work is commenced. The Contractor will be required to provide detailed information of such extra work. Documentation of contract compliance may be required on some occasions.

## D. INDEPENDENT CONTRACTOR

Contractor shall during the entire term of this Contract, be construed to be an independent contractor and not an employee of the City. This Contract 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 manner in which Contractor performs the services required by this Contract. 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.

## E. INSURANCE

Prior to undertaking performance of work under this Contract, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

1. **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting there from and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, and property damage, in the total amount of \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. **Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence.** Such insurance shall include coverage for owned, hired and non-owned automobiles.
3. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3300 of the Labor Code, Contractor is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Contract, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
4. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
  - a. Commercial general liability and business automobile insurance policies shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions. A sample additional insured endorsement is attached hereto as Exhibit C. Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - b. Certificates of insurance shall be furnished to the City upon execution of this Contract and shall be approved in form by the City Attorney.
  - c. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
  - d. If the contractor maintains broader coverage and/or higher limits than the minimums specified above, the City shall be entitled to the broader coverage and/or 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.
5. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Contract. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **F. HOLD HARMLESS/ INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Contract (including, without limitation, defects in workmanship and/or materials) or Contractor's presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Contract. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Contractor.

## **G. NOTICE**

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

To City: Clerk of the 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 copy to:

Enrique Esparza, Commander  
City of Santa Ana  
Office of the Police Chief  
Santa Ana Police Department  
60 Civic Center Plaza  
Santa Ana, CA 92701  
Fax 714-245-8190

## **H. TERMINATION**

The City reserves the right to terminate the contract, without penalty, for cause immediately or without cause.

1. In the event Contractor fails or refuses to timely perform any of the provisions of this Agreement in the manner required, or if Contractor violates any provision of this Agreement, Contractor shall be deemed in default. City shall provide written notice of such default to Contractor's Project Manager. Contractor shall cure said default within a period of two (2) working days. If such cure is not

completed in a timely manner, City may assess liquidated damages or terminate the Agreement forthwith by giving written notice to Contractor's Project Manager. City may, in addition to the other remedies provided in this Agreement or authorized by law, terminate this Agreement by giving written notice of termination. Contractor shall be responsible for all costs incurred by City, including replacement costs of equipment and labor required to provide service during Contractor's default.

2. This agreement may be terminated without cause by City upon thirty (30) days written notice delivered to the Contractor either personally or by mail. Upon termination, City shall pay to Contractor that portion of compensation specified in the Agreement that is earned and unpaid prior to the effective date of termination.
3. In addition to, or in lieu of, remedies provided in this Agreement or pursuant to law, City shall have the right to withhold all or a portion of Contractor's compensation for contract services if, in the judgment of the Projects Manager or designee, the level of service falls below appropriate parking control enforcement standards and/or Contractor fails to satisfactorily perform contract services. City shall have the right to retain funds withheld until the Projects Manager or designee determines that contract services are performed as well and as frequently as required by this Agreement.

#### **I. CONTRACTOR OPTION FOR TERMINATION**

The Contractor may request termination of the contract when conditions during the contract make it impossible to perform or when prevented from proceeding with the contract by act of God, by law or official action of a public authority or in the event on nonpayment by the City. Such request will require one-hundred and eighty (180) days written notice prior to contract termination date requested. In the event of nonpayment of undisputed sums by the City, Contractor shall give the City thirty (30) working days to cure the alleged breach.

#### **J. LIQUIDATED DAMAGES**

If the City determines that the Contractor breaches its promise to provide parking control enforcement services in compliance with the Terms and Conditions of applicable laws and regulations, and the specifications set forth above, it would be impracticable and extremely difficult to determine the damage to City arising from such breach. Therefore, in the event of Contractor's breach, Contractor shall pay to City the sum of \$150 per hour per occurrence for such breach per parking enforcement personnel, in addition to any cost, fines, etc. levied against the City.

#### **K. EMPLOYMENT OPPORTUNITIES FOR SANTA ANA RESIDENTS**

Contractor shall solicit and advertise employment opportunities to Santa Ana residents. The City shall inform the Contractor of areas to publicize recruitment opportunities, such as work centers and community centers. Such effort and procedure will be provided to the City for review.

#### **L. CONTRACTOR COMMUNITY EVENT PARTICIPATION AND PUBLIC AWARENESS**

If requested by City, Contractor shall participate in extensive public awareness efforts and community events and programs, such as neighborhood and City events. Such participation shall be upon City request provided with reasonable notice of event timing. Such events will not exceed four (4) per year.

#### **M. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

1. Contractor shall perform all requirements under this contract in strict observance of and in compliance with all applicable environmental, traffic, safety and any other laws, regulations, ordinances, codes and any other legislative or statutory requirements.

2. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

#### **N. ASSIGNMENT**

Inasmuch as this Contract 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 City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void.

#### **O. JURISDICTION – VENUE**

This Contract has been executed and delivered in the State of California and the validity, interpretation, performance and enforcement of any of the clauses of this Contract 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 Contract.

#### **P. FINES**

The Contractor shall be liable for all violation fines levied against the City by, but not limited to, AQMD, State or Federal Agencies and the Courts such as, but not limited to, oil or fluid leaks.



**EXHIBIT B**

**COMPENSATION**

Fee Proposal including hourly rates if applicable

**EXHIBIT B. PROPOSERS STATEMENT AND PROPOSAL ITEM PRICING**

**CITY OF SANTA ANA POLICE DEPARTMENT  
REQUEST FOR PROPOSALS FOR PARKING CONTROL ENFORCEMENT SERVICES**

**PROPOSERS STATEMENT and PROPOSAL ITEM PRICING  
EXHIBIT B**

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposal. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. 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.

**Proposal Item Price** - Pricing shall be based on an hourly cost for services described in Exhibit A. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the Contractor only after discussed and authorized by the City Projects Manager or designee in writing. The quantity of hours identified below are best approximations and are for estimate purposes only and can be modified as determined necessary by City. Contractor shall only be paid for services performed. Refer to Section IV.L. Terms and Conditions - Employment of Displaced Santa Ana Workforce (page 21). The award will be based on the Total Extended Cost (assuming no displaced City of Santa Ana employees will need to be hired).

| LINE   | DESCRIPTION                      | QUANTITY  | UNIT   | UNIT QUANTITY | UNIT PRICE | EXTENDED TOTAL PRICE |
|--|----------------------------------|---|--------|---------------|------------|----------------------|
| 1  | Supervisor – Parking Enforcement | 1   | Hourly | 1,920         | \$48.18    | \$92,505.60          |
| 2  | Checker – Parking Enforcement    | TBD   | Hourly | 17,080        | \$29.84    | \$509,667.20         |
| Total Extended Cost (Add Lines 1 and 2):   |                                  |   |        |               |            | \$602,172.80         |
| Total Extended Cost – Written (Add Lines 1 and 2)  |                                  | Six Hundred & Two Thousand One Hundred Seventy Two Dollars – 80/100 |        |               |            |                      |
| Additional Hourly Cost per Checker for Potential Displaced City Employee During Year One (If Necessary): |                                  | 1   | Hourly |               |            | N/A                  |
| 3  | On-Call – Parking Enforcement    | 1   | Hourly | Flat Rate     |            | \$29.84              |

Serco Inc. 703-263-6402 & 703-263-6001  
LEGAL NAME OF COMPANY PHONE AND FAX NUMBER  
12930 Worldgate Drive, Suite 600 Herndon, Va 20170 BUSINESS ADDRESS  
Chan Phuong Contracts Representative  
PRINTED NAME OF AUTHORIZED AGENT TITLE  
5/8/2018 Chan.Phuong@serco-na.com  
SIGNATURE OF AUTHORIZED AGENT DATE E-MAIL ADDRESS  
222902286  
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 NON-RESPONSIVE**