



REQUEST FOR PROPOSALS

FOR

BELL GARDENS POLICE DEPARTMENT JANITORIAL SERVICES

RFP Release Date

Wednesday, December 10, 2025

Mandatory Pre-Proposal Meeting/Site Walk

9:00 a.m., Tuesday, December 16, 2025

Proposal Submittal Deadline

5:00 p.m., Tuesday, January 6, 2026

Contact Person:

Bernardo Iniguez, Director of Public Works/Facilities

City of Bell Gardens

8327 Garfield Avenue

Bell Gardens, CA 90201

(562) 806-7770

biniguez@bellgardens.org

**7100 Garfield Avenue • Bell Gardens, CA 90201 • (562) 806-7700 •
www.bellgardens.org**

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I. BACKGROUND AND GENERAL INFORMATION

The City of Bell Gardens ("City") was incorporated on August 1, 1961 as a general law city, thus, it operates under the Council/Manager form of government. The five City Council members are elected at-large by registered voters in the City for staggered four-year terms and serve as the City's legislative, policy-making body. The Mayor position is shared among the Council members who select one another as Mayor annually. The City Council holds bi-monthly public meetings. The City Manager is responsible for directing City affairs as prescribed by the City Council. The City has a population of approximately 39,000 in an area of 2.4 square miles located in the southeastern part of Los Angeles County. The City shares a common boundary with the cities of South Gate, Bell, Downey, and Commerce. The City is considered an integral part of the Los Angeles-Long Beach metropolitan area.

The City's departments include Finance and Administration, City Clerk, Community Development, Recreation and Community Services, Police, and Public Works. Fire services are provided by the Los Angeles County Fire Department. The Public Works Department consists of various divisions, including Administration, Street Maintenance, Parks and Facilities Maintenance, Utilities and Contracts, Transportation Services, the City Water System, and Solid Waste Management.

The City is seeking proposals from qualified Proposers with proven expertise to provide qualified janitorial services to its Police Department facility. The City currently contracts janitorial services to a contractor and is seeking to re-evaluate costs and qualifications. Please review this Request for Proposals for Janitorial Services ("RFP") outlining the range of services being sought to determine if you wish to submit a proposal for the requested services.

It is the intent of the City to select a single Contractor to provide the requested janitorial services for the Police Department; however, the City reserves the right to select one or more Proposers to provide the required services. The City reserves the right to accept or reject any or all proposals received in response to this RFP. The City also reserves the right to waive any informality, technical defect or clerical error, or irregularity in any response. The City's potential award of an agreement will neither be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If an agreement is awarded, it would be awarded to the contractor that presents an optimal balance of relevant experience, cost, quality of service, work history, and other factors, which the City may consider relevant and important in determining which proposal is best for the City. The contractor must hold a valid business license to perform all the services.

Additionally, the City may, for any reason, decide to cancel the award of any agreement based on this RFP. The City reserves the right to cancel this RFP. There is neither a City obligation to respond to any responses submitted, nor is the City legally bound in any manner by the submission of the response. The City reserves the right to negotiate services and associated costs.

The term of the Contract Services Agreement will be for three (3) years with up to two (2) optional one-year extensions.

II. SUBMITTAL PROCEDURES/DEADLINE

An electronic version of the proposal shall be emailed to cityclerkdesk@bellgardens.org and biniguez@bellgardens.org no later than **5:00 p.m. on Tuesday, January 6, 2026**. Additionally, three hard copy sets of the proposal **shall be mailed no later than 5:00 p.m. on Tuesday, January 6, 2026, to the City Clerk's Office**. The electronic version of the proposal must be an exact duplicate of the hard copies and the subject line must read **"Bell Gardens Police Department Janitorial Services Proposal."** If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

Postmarks by this date are unacceptable and no facsimiles will be accepted. Please mail or deliver your response in a sealed envelope with **"Bell Gardens Police Department Janitorial Services Proposal"** written below the address label and addressed as follows:

City Clerk's Office
Attention: Daisy Gomez, City Clerk
Bell Gardens Police Department Janitorial Services Proposal
City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, CA 90201

Questions and Inquiries

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Bernardo Iniguez, Director of Public Works/Facilities, at biniguez@bellgardens.org with a copy to Karla Gonzalez, Senior Management Analyst, at kgonzalez@bellgardens.org. The deadline for written questions and inquiries is Thursday, December 18, 2025, at 5:00 p.m. City Hall is open Monday through Thursday from 7:30 a.m. to 6:00 p.m.

Mandatory Pre-Proposal Meeting/Site Walk

A mandatory pre-proposal meeting/site walk will be held on Tuesday, December 16, 2025, at 9:00 a.m., at the Bell Gardens Police Department, located at 7100 Garfield Avenue, Bell Gardens, CA 90201. Prospective proposers who do not attend the mandatory pre-proposal meeting/site walk will be deemed to be non-responsive and will have their proposals returned.

All times posted in Pacific Standard Time (PST).

III. SCHEDULE

The tentative schedule* for this RFP is as follows:

Release of RFP	Wednesday, December 10, 2025
Mandatory Pre-Proposal Meeting/Site Walk	Tuesday, December 16, 2025 at 9:00 a.m.
Deadline for Questions	Thursday, December 18, 2025 at 5:00 p.m.
Proposal Due Date	Tuesday, January 6, 2026 at 5:00 p.m.
Proposer Interviews (<i>if necessary</i>)	Tuesday, January 13, 2026
**City Council Recommendation of Award	Monday, January 26, 2026
Start of Janitorial Services	Monday, February 9, 2026

*The schedule above is tentative and subject to change at the discretion of the City, with appropriate notice to prospective proposers. Please check the Bell Gardens website for the latest updates at <https://www.bellgardens.org/i-want-to/view-bids-rfps/rfps-and-bids>.

** Proposer must be available on Monday, January 26, 2026, in-person or virtually, for a possible presentation to the City Council.

IV. DEFINITIONS, TERMS, AND CONDITIONS

1. **Definitions:** To simplify and clarify the language throughout this RFP, the following definitions shall apply:

- A. City Council: The elected officials of the City, who have been given the authority to exercise such powers and jurisdiction on all City business as conferred by the State Constitution and the City of Bell Gardens Municipal Code.
- B. Agreement: A contract between the City and the selected Contractor to furnish professional services over a designated period.
- C. Contractor: The selected qualified, vendor, firm, company, organization, or individual offering a proposal who will be recommended to provide janitorial services to the Police Department.
- D. Proposer: The qualified vendor, firm, company, organization, or individual offering a proposal in response to this RFP.
- E. Proposer’s Representative: All of the Proposers’ employees, officers, directors, contractors and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

2. **Proposal General Terms and Conditions:**

- A. RFP General Conditions

Proposals shall be prepared to simply and economically, provide a straightforward, concise

description of the Proposer's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of City's objectives.

Proposers shall carefully read the information contained in this RFP and shall submit complete responses to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and may be rejected in the City's discretion. The submission of a response to this RFP shall be deemed a representation and certification by the Proposer that has read and understood the RFP, has investigated all aspects of the RFP, and is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements. No request for modification of the responses to this request shall be considered after its submission on grounds that the Proposer was not fully informed as to any facts or condition.

Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent Contract Services Agreement that may arise from this RFP. Following the Proposal Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code section 7920.000 *et seq.*) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, Proposers acknowledge and agree that their proposal, and any information contained therein, may be disclosed by the City to interested members of the public, including other Proposers. All responses to the RFP received become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as nonresponsive.

B. Proposal Validity

A proposal may be modified or withdrawn in person at any time before the scheduled due date, provided a receipt for the withdrawn proposal is signed by the Proposer's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal. Proposals may not be withdrawn after the proposal closing date and each Proposer agrees to this stipulation upon submittal of its proposal.

All proposals, with associated costs, shall be considered valid and binding on the Proposer for a period of ninety (90) days after the proposal due date.

C. Electronic Documents

Proposers may be supplied with the original RFP documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, each Proposer agrees

not to edit or change the language or format of these documents. Submission of a proposal by a Proposer signifies full agreement with this requirement.

D. Receipt of Proposals

Submitted proposal(s) must be properly addressed and received by the City prior to the date and time specified. The mere fact that the proposal was dispatched will not be considered; the Proposer must ensure that the proposal is delivered. Proposals received after the date and time specified shall be returned and will be void and not considered. The City is not responsible for the lateness of the mail carrier, etc.; and the time/date stamp of receipt by the City Clerk's Office shall be the official time of receipt.

Receipt of an addendum of the RFP by a Proposer must be acknowledged by submitting the signed addendum with the proposal.

E. Alterations

Proposal documents cannot be physically altered or amended after the closing date. Alterations made before closing must be initialed by the Proposer to guarantee authenticity. Proposals may not be withdrawn after the proposal closing date, and each Proposer agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before a Contract Services Agreement is awarded as further described below.

F. City Representative and Communication

The Director of Public Works/Facilities is the designated "City Representative" for this RFP. Proposers must only communicate with the City Representative during the RFP submission and procurement process. Communications initiated by Proposers to this RFP with members of the City Council, or officers, personnel, or employees of the City, other than via the City Representative, may be grounds for disqualification. Any inquiries or requests during this RFP submission and procurement process shall be submitted in writing to the City Representative as follows:

City of Bell Gardens
Attention: Bernardo Iniguez, Director of Public Works/Facilities
8327 Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770
Email: biniguez@bellgardens.org

The City shall not be responsible for any verbal communication between any employee of the City and any Proposer outside of the communication procedures established in this RFP. Only written requirements and qualifications will be considered. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract Services Agreement.

Proposers and Proposer's Representatives may not communicate with the City Council members about this RFP. In addition, Proposer and Proposer's Representatives may not

communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City regarding this RFP until after Contract Services Agreement award. However, Proposer and Proposers' representatives are not prohibited from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

G. Reservations

The City reserves the right to accept or reject any or all responses received in response to this RFP. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any response. The City's potential award of a Contract Services Agreement will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If a Contract Services Agreement is awarded, the award will be to the Contractor who in the judgment of the City has presented an optimal balance of relevant experience, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City. Additionally, the City may, for any reason, decide not to award any Agreements based on this RFP. The City reserves the right to cancel or modify this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the response. The City reserves the right to negotiate deliverables and associated costs. There is no guarantee that the City will award a Contract Services Agreement.

By submitting a proposal in response to this RFP, the Proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City.

H. Reimbursements

Proposer shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for Agreement discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a Proposer in response to this RFP. Whether or not a Proposer is awarded a Contract Services Agreement pursuant to this RFP, no Proposer shall be entitled to reimbursement for any costs or expenses associated with the Proposer's participation in this RFP process. Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.

I. Certification

Any proposal that does not contain all the information requested in this RFP will be considered incomplete and may be rejected by the City.

J. Funding

The City operates and is funded on a fiscal yearly basis. Accordingly, the City reserves the right to terminate, without any liability, any Agreement for which funding is not available.

K. Negotiations

Negotiations may be conducted with responsible Proposers who submit a proposal that is reasonably susceptible to being selected. All Proposers reasonably considered for selection based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview. Although this process will ultimately result in the award of a single Contract Services Agreement, the City reserves the right to negotiate a Contract Services Agreement with more than one Contractor.

L. Additional Information

During the proposal evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers. The City also reserves the right to investigate the qualifications of the Proposers as it deems appropriate.

M. Award of Contract Services Agreement

Upon conclusion of the RFP process, the Staff will recommend a Proposer to the City Council. The selected Contractor will be required to enter into a Contract Services Agreement with the City. A copy of the City's Contract Services Agreement is attached and incorporated as **Attachment "C"** as a sample for Proposers to review the terms and conditions prior to submitting a proposal. The proposal process, agreement negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Proposers should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City's needs and objectives and scope of work. The sample Contract Services Agreement (**Attachment "C"**) is not to be completed by Proposers.

3. **Records and Audits**

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract Services Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained five (5) years after the expiration of the Contract Services Agreement unless permission to destroy them is granted by the City.

4. **Labor Compliance**

The selected Contractor will comply with any applicable State or federal labor compliance requirements, including the paying of prevailing wages to certain classifications performing work under the Contract Services Agreement awarded as a result of this RFP, if the State Department of Industrial Relations (DIR) or a federal agency require the paying of such prevailing wages to certain classifications during the term of the Contract Services Agreement.

5. **Recycled-Content Paper Requirements**

The selected Contractor will need to comply with the requirements of Senate Bill (“SB”) 1383, which mandates that all paper products supplied as part of this RFP, including toilet paper, paper towels, toilet seat covers, etc., be postconsumer recycled-content materials that meet the following criteria:

- a. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber.
- b. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.
- c. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber.
- d. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber.
- e. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.

These minimum postconsumer recycled content fiber requirements are required when they are either available at no greater cost than non-recycled products, and/or fitness and quality are equal to non-recycled products.

For recordkeeping, the Contractor will be required to include in each monthly invoice a completed Recycled-Content and Recyclable Paper Certification Form included as Attachment D to this RFP. The form can also be found at the following CalRecycle web page:

<https://www2.calrecycle.ca.gov/Docs/Web/120753>.

6. Displaced Janitor Opportunity Act Requirements

If applicable, the selected Contractor will comply with the requirements of the Displaced Janitor Opportunity Act, set forth in California Labor Code Section 1061(b)(1), which states in part that the Contractor "shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract."

7. Property Service Workers Protection Act Requirements/State DIR Labor Commissioner's Office Registration

If applicable, the selected Contractor will comply with the requirements of the Property Service Workers Protection Act, which requires janitorial service providers to register annual with the State DIR Labor Commissioner's Office.

V. SCOPE OF WORK

This request for proposals is for janitorial services to be provided in the City's Police Department facility. These specifications are intended to cover all labor and materials, and standards of janitorial workmanship to be employed in the work called for or reasonably implied by terms of same.

The Contractor will be required to perform and complete the proposed janitorial services in a thorough and professional manner, by providing all labor, tools, equipment, materials and supplies necessary to complete all work in a timely manner, in a way that will meet all the City's requirements.

The Contractor will perform janitorial services in the following areas within the City's Police Department facility:

- Upper-level Bathrooms
- Men's and Women's Locker Rooms
- Front Staircase
- Hallways
- Sleep Room
- Report Writing Room
- Briefing Room
- Watch Commander's Office
- Kitchen
- Dispatch Room
- Gym
- Evidence Room
- Rear Staircase (Sally Port)
- Chief's Office
- Captain's Office
- Admin Lieutenant's Office
- Secretary to the Chief's Office
- Gaming Office
- Records Department
- Front Lobby
- Lobby Bathroom
- Lobby Interview Room
- General Investigations Unit (GIU) Office
- Fingerprint Office
- Traffic Trailer (Exterior)
- Special Investigations Unit (SIU) Office
- Jail and Jail Visiting Room
- Field Lieutenant's Office
- Conference Room

- IT Room
- All other bathrooms and locker rooms not already specified

The Contractor must perform the janitorial services in accordance with the following Janitorial Service Specifications:

1. Janitorial Service Specifications

a. Service and Frequency

		Frequency
Floors and Carpets		
1	Sweep and/or dust mop all hard surface floors using dust-control sweeping mops	T, Th, Sat
2	Spot mop floors to remove spills	T, Th, Sat
3	Vacuum carpets and rugs	T, Th, Sat
4	Spot clean carpet stains with rug spotter	Sat
5	Wet mop hard surface floors	Sat
6	Machine buff hard surface floors	Annually
7	Shampoo carpet floors	Annually
Staircases		
8	Sweep and/or dust mop all hard surface stairs using dust-control sweeping mops	T, Th, Sat
9	Spot mop stairs to remove spills	T, Th, Sat
10	Wet mop hard surface stairs	Sat
11	Machine buff hard surface stairs	Annually
Trash		
12	Empty all waste and recyclable containers, replace liners, and clean containers, as needed	T, Th, Sat
Fixtures/Counters		
13	Dust furniture and other office equipment without shuffling papers or desk fixtures	T, Th, Sat
14	Dust tabletops, countertops and front counters	T, Th, Sat
15	Clean and sanitize all drinking fountains	T, Th, Sat
16	Clean cabinets, woodwork, and furniture	T, Th, Sat
17	Clean chair mats	Sat
18	Leather upholstery to be wiped down; vacuum fabric upholstery	Monthly
19	Clean light fixtures	Quarterly
20	Wipe down air conditioning vents	Quarterly
Doors/Walls/Windows		
21	Spot clean interior glass doors, windows, and display cases	T, Th, Sat
22	Clean all glass doors and windows at main entrance inside and out	T, Th, Sat
23	Dust baseboards, window sills, door frames, handrails, partitions, window blinds, television screens, picture frames and roll up doors	Sat
24	Clean finger marks and smudges from walls	Monthly
25	Wash all windows and glass partitions	Quarterly
26	Clean all interior doors and window frames/seals	Quarterly

27	Wash all walls	Annually
Restrooms/Locker Rooms>Showers		
28	Clean and disinfect basins, bowls, toilets, and urinals with germicidal detergent solution <i>Note: waterless urinals to be cleaned by spraying with a glass cleaner containing ammonia and wiped down. Nothing is to be poured into the waterless urinals.</i>	T, Th, Sat
29	Clean and disinfect toilet seats (both sides)	T, Th, Sat
30	Clean and inspect paper products and soap dispensers for proper working condition and restock supplies	T, Th, Sat
31	Empty feminine product waste containers and replace liners	T, Th, Sat
32	Clean splash marks from walls, partitions, and around basins	T, Th, Sat
33	Sweep, clean, and disinfect floors	T, Th, Sat
34	Clean mirrors	T, Th, Sat
35	Use de-liming solution on faucets and sink fixtures	Sat
36	Clean and sanitize all toilet and shower partitions, and walls	Sat
37	Clean and disinfect waste containers	Sat
38	Clean and sanitize showers	T, Th, Sat
Kitchens/Breakrooms		
39	Clean and inspect paper towel and soap dispensers for proper working condition and restock supplies	T, Th, Sat
40	Clean and sanitize kitchen counter tops and sinks	T, Th, Sat
41	Wipe down exterior of appliances	T, Th, Sat
42	Run garbage disposal to remove any residual food	Sat
43	Clean stovetop, griddle, and grease trap	Sat
44	Use de-liming solution on faucets and sink fixtures	Sat
45	Wipe down interior of all appliances	Sat
46	Wipe down faces of cabinets and drawers	Monthly
47	Clean and disinfect all waste containers	Monthly
48	Clean behind stove	Monthly
49	Deep clean interior ovens	Annually
Weight Room/Gym		
50	Wipe down equipment with sanitizing solution	T, Th, Sat
51	Clean finger marks and smudges from mirrors	T, Th, Sat
52	Wet mop floor mats	T, Th, Sat
53	Clean mirrors	Sat

b. Service Hours

All services, except for services in the GIU Office and SIU Office, are to be performed after 6:00 p.m. Services for the GIU Office and SIU Office are to be performed between 3:30 p.m. and 5:30 p.m. Services shall be provided for the number of days specified, inclusive of holidays. Exterior services, if any, may be cleaned during normal City daylight hours as arranged with the City.

c. Contractor's staff

- i. All services shall be performed by a trained and supervised staff in a professional manner in conformance with standard and acceptable business practices. All employees assigned by the Contractor shall be fully capable, experienced and trained in the work they are employed to perform. They shall be physically able to do their work and be free from any communicable disease. The Contractor shall submit names and addresses of all employees engaged in work specified herein or having access to the buildings in an inspecting or supervisory capacity and will require the completion of applications or fingerprint cards as required.
- ii. The materials, supplies, and equipment used by the Contractor's employees will be of equal quality to the most suitable grade of each article as it is used in standard acceptable building maintenance operations and are subject to the approval of the City.
- iii. The Contractor's employees are not to disturb papers on desks; open drawers, cabinets, files or bookcases; or use refrigerators, telephones, computers, office machines, kitchen appliances, televisions, games, etc.
- iv. Clearance of Personnel: The City shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for the Contractor's employees. Contractor employees whom the City deems careless, discourteous or otherwise objectionable or who do not meet standards required for security or other reasons, will be prohibited from entering the building to perform work.
- v. The Contractor's employees may be required to be issued an identification badge by the City to perform work in the City's Police Department facility. This ID must always be worn while working inside the facility.
- vi. Supervision: A full-time English-speaking supervisor shall be on the job at the work site at all times when work is being performed by the Contractor's employees.

d. Supplies and Equipment

Supplies and equipment to be provided by the Contractor include, but are not limited to:

- i. All mops, vacuums, brooms, brushes, cloths, buckets, detergents, wax, scouring powder, polishes, disinfectants, waxing machines and other necessary tools.
- ii. Waste and recycling container liners. The City uses 3-color waste and recycling indoor containers at City facilities. The black container is for trash, the blue container is for recyclables, and the green container is for organics. The Contractor must empty each respective container in the correct trash and recycling bins, and install new liners in each container.
- iii. All toilet paper, paper towels, toilet seat covers, air fresheners (in designated areas only), and soap products. City facilities are equipped with Tork and

other generic dispensers for janitorial supplies. The Contractor is required to supply the City with City-approved products compatible with currently installed dispensers. Recycled-content paper requirements apply as stated in Section IV. of the RFP.

The City will furnish:

- i. Electrical power, and hot and cold water.
- ii. All dispensers for hand soaps, toilet tissue, paper towels, and toilet seat covers.

e. Reporting of Issues Restricting Work/Emergency Conditions

The Contractor is required to notify the Public Works Parks & Facilities Supervisor or the Public Works Superintendent immediately should there be any issues restricting the Contractor from completing the work, or if there are emergency conditions. Emergency conditions, including those brought about by plumbing failures, etc., shall be reported promptly to minimize the extent of the emergency. The Contractor's employees shall be diverted from their regular duties to clean-up in the event of emergencies. No additional charges shall be made for such diversions unless extra labor is required to meet normal assignments.

f. City Inspections of Work Performed

City inspections of the work performed by the Contractor will be conducted at least once per month by the Public Works Parks & Facilities Supervisor, the Public Works Superintendent, or their designated monitors for each area of the City's Police Department facility. Any noted deficiencies as a result of the inspections must be corrected by the Contractor by the next regularly scheduled cleaning.

VI. PROPOSAL FORMAT AND CONTENT REQUIREMENT

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals that do not contain responses to each of the required items will be considered incomplete and may be rejected.

Proposal documents should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude a Proposer from furnishing additional reports, functions, and costs as deemed appropriate.

The proposal must contain the following elements:

1. Transmittal Letter:

- a. A letter of transmittal signed by an individual authorized to bind the Proposer stating the Proposer has read and will comply with all terms and conditions of the RFP. The transmittal letter will contain, at a minimum: a) company name and address; and b) an executive summary briefly describing the Proposer's ability to perform the work requested, a history of the Proposer's background and experience providing services, and a description of the firm's understanding of the City's needs.
- b. Conflict of Interest Statement: The Proposer shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of the Contract Services Agreement. Particular attention should be paid to compliance with Government Code section 1090.

2. Methodology

- a. Include description of: a) the approach and methodology to be taken in addressing each component in the scope of work; b) a listing of the specific tasks, milestones and deliverables required to properly perform the requested services; and c) a workplan showing proposed hours for each retainer service, availability of team members, quality assurance, and supervision.
- b. The City will expect the selected Contractor to adhere to the established methodology and workplan.

3. Management and Staffing:

Describe the management and staffing configuration to be utilized to complete each component of the scope of work. Describe the qualifications of staff to be assigned to the City, their title, and types and amount of equivalent experience. Resumes of all proposed personnel must be included. The proposal must indicate who will have primary responsibility for the requested services. The proposal must also identify any proposed subcontractors or subcontractors that are integral to the proposed team.

4. Minimum Qualifications, Prior Related Experience, and References

- a. Proposers must demonstrate competence and capability to satisfactorily perform the scope of work. Proposers must have at least five (5) years of experience providing janitorial services in California. Proposals that do not meet the minimum qualifications will be determined nonresponsive and ineligible for award. The Proposer must provide evidence to show that the firm and members of the Proposer's project team possess the specific minimum experience, qualifications, competence, resources, and business integrity as specified in the scope of work that are necessary to carry out the work under the Contract Services Agreement as expected. Examples of evidence include, but are not limited to resumes, letters

of reference, and project/service summaries that highlight the team's specific experience.

- b. A list of at least three (3) professional references, all of which shall be from a municipal or public agency. This client reference list must be included as an appendix to the proposal and must include the following information for each reference listed: a) complete description of the work/services provided, b) the time period for the work/services provided, c) the name and contact information of the client, including telephone number and/or address, and d) the key managers and professionals assigned to the work/services. The information concerning the work/services provided for each respective client must be no more than five (5) years old.

5. Cost and Pricing:

- a. Proposals must include the Proposal Price Sheet attached as **Attachment "A."**
- b. For as-needed non-retainer services, proposals must include staff hourly rates, plus any other proposed costs such as mark-ups, overhead, travel, etc. An hourly fee/rate schedule must be submitted with the proposal. If the scope of work is substantially modified, the extra cost or credit must be negotiated based on the submitted hourly fees/rates.

6. Additions or Exceptions:

- a. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all the Contractor's exceptions to the provisions and conditions of the attached City standard Contract Services Agreement attached as **Attachment "C."**

7. Pending Litigation:

Include an explanation and status, if in the last five years, the firm or an office or principal of the firm has been involved in any substantiated complaints, litigation, legal proceedings, or investigations by a regulatory authority.

8. Insurance:

Evidence of commercial liability, professional liability, and workers compensation insurance coverages must be included. Insurance requirements are listed on the sample Contract Services Agreement attached as **Attachment "C."**

VII. EVALUATION CRITERIA

The award of a Contract Services Agreement will be made to the most qualified Proposer whose proposal complies with the prescribed requirements. The City reserves the right to reject any or all proposals and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Contractor to whom it is proposed to make such an award.

If a Contract Services Agreement cannot be reached with the highest ranked Proposer, City reserves the right to terminate negotiations with that Proposer and enter negotiations with the next highest ranked Proposer.

Proposals will be reviewed and evaluated by City staff and will be ranked based on the following criteria:

1. Comprehension of the Request for Proposals *(Max Score: 15 Points)*

This relates to the Proposer's basic understanding of the City's requested services and Proposer's ability to articulate a concise description of the role of the requested services.

2. Qualifications of Proposer *(Max Score: 35 Points)*

- Experience of the Proposer
- Staffing and resources
- Required license or registration from the State of California's Department of Industrial Relations
- Qualifications and experience of proposed personnel
- Familiarity with federal, State, and regional/local agency requirements.

3. Proposal Cost *(Max Score: 40 Points)*

This relates to Proposer's cost to provide the requested janitorial services.

4. References *(Max Score: 10 Points)*

This relates to the reputation and quality of past work performed by the Proposer based on municipal and other professional references.

If further clarifications or negotiations are required, on-site or virtual interviews may be conducted. Participation in these interviews will be at the expense of the Proposer. The interview panel will be made up of staff members or representatives from the City. Recommendations will be provided to the City Council for final selection and award. Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP may not be given further consideration.

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers with regard to the amount, terms, or conditions of this proposal;
- Any attempt to improperly influence any member of the selection staff or City Council members;
- Existence of any lawsuit, unresolved contractual claim, or dispute between Contractor and the City;
- Evidence of incorrect information submitted as part of the RFP;
- Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
- Proposer's default under any agreement, which results in termination of the Contract Services Agreement.

Each proposal will be considered along with those of other responding Proposers, with respect to ability to perform effectively and efficiently those Scope of Work items outlined in Section V, above.

The selected Contractor shall not discriminate, in any way, against any person based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, or any other protected classification in connection with or related to the performance of the Contract Services Agreement.

The selected Contractor will be required to undergo a background check and any other security clearances required by the Bell Gardens Police Department in order to enter its facilities.

Close coordination with the City is required to ensure that all requirements will be met. The City reserves the right to withdraw this RFP at any time without any prior notice. Further, the City makes no representations that any Contract Services Agreement will be awarded to any Proposer responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any or all proposals responding to this RFP without indicating any reasons for such rejection(s).

ATTACHMENT "A"
PROPOSAL PRICE SHEET

PROPOSAL PRICE SHEET

For all services described below, unless excluded by the City in description of services below, the City shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Proposer to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of proposals.

Year One General Services

Item	Item Description	Frequency Per Year	Monthly Cost	Quarterly Cost	Annual Cost
1	Tuesday, Thursday, Saturday Service	156 times	\$		\$
2	Saturday Service	52 times	\$		\$
3	Monthly Service	12 times	\$		\$
4	Quarterly Service	4 times		\$	\$
5	Annual Service	1 time			\$
				Total Year One Annual Cost	\$

Year One Hourly Rates for Additional Services

Item	Item Description	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate
6	Janitor	\$	\$	\$
7	Lead Janitor	\$	\$	\$
8	Janitorial Supervisor	\$	\$	\$

Year Two General Services

Item	Item Description	Frequency Per Year	Monthly Cost	Quarterly Cost	Annual Cost
1	Tuesday, Thursday, Saturday Service	156 times	\$		\$
2	Saturday Service	52 times	\$		\$
3	Monthly Service	12 times	\$		\$
4	Quarterly Service	4 times		\$	\$
5	Annual Service	1 time			\$
				Total Year Two Annual Cost	\$

Year Two Hourly Rates for Additional Services

Item	Item Description	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate
6	Janitor	\$	\$	\$
7	Lead Janitor	\$	\$	\$
8	Janitorial Supervisor	\$	\$	\$

Year Three General Services

Item	Item Description	Frequency Per Year	Monthly Cost	Quarterly Cost	Annual Cost
1	Tuesday, Thursday, Saturday Service	156 times	\$		\$
2	Saturday Service	52 times	\$		\$
3	Monthly Service	12 times	\$		\$
4	Quarterly Service	4 times		\$	\$
5	Annual Service	1 time			\$
				Total Year Three Annual Cost	\$

Year Three Hourly Rates for Additional Services

Item	Item Description	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate
6	Janitor	\$	\$	\$
7	Lead Janitor	\$	\$	\$
8	Janitorial Supervisor	\$	\$	\$

Optional Year Four General Services

Item	Item Description	Frequency Per Year	Monthly Cost	Quarterly Cost	Annual Cost
1	Tuesday, Thursday, Saturday Service	156 times	\$		\$
2	Saturday Service	52 times	\$		\$
3	Monthly Service	12 times	\$		\$
4	Quarterly Service	4 times		\$	\$
5	Annual Service	1 time			\$
				Total Year Four Annual Cost	\$

Optional Year Four Hourly Rates for Additional Services

Item	Item Description	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate
6	Janitor	\$	\$	\$
7	Lead Janitor	\$	\$	\$
8	Janitorial Supervisor	\$	\$	\$

Optional Year Five General Services

Item	Item Description	Frequency Per Year	Monthly Cost	Quarterly Cost	Annual Cost
1	Tuesday, Thursday, Saturday Service	156 times	\$		\$
2	Saturday Service	52 times	\$		\$
3	Monthly Service	12 times	\$		\$
4	Quarterly Service	4 times		\$	\$
5	Annual Service	1 time			\$
				Total Year Five Annual Cost	\$

Optional Year Five Hourly Rates for Additional Services

Item	Item Description	Regular Hourly Rate	Overtime Hourly Rate	Holiday Hourly Rate
6	Janitor	\$	\$	\$
7	Lead Janitor	\$	\$	\$
8	Janitorial Supervisor	\$	\$	\$

ATTACHMENT "B"

ACKNOWLEDGEMENT OF CITY'S STANDARD FORM OF AGREEMENT

ACKNOWLEDGEMENT OF CITY’S STANDARD FORM OF AGREEMENT

I, the undersigned, certify that I, _____ [insert name] am the _____ [insert title] of _____ [insert firm name], the party making the proposal for award of a Contract Services Agreement for BELL GARDENS POLICE DEPARTMENT JANITORIAL SERVICES (“Proposer”) and, on behalf of the Proposer, hereby:

Accept City’s Standard Form of Contract Services Agreement – check one box.

- As is, without qualifications or modifications.

- As modified by attachment. [Proposer to provide]

I certify that I am authorized to sign this Consent Form on behalf of the Proposer.

Executed this _____ day of _____, 2025 at _____, California.
Signature of Officer _____ Printed/Typed Name of Officer _____
_____ Title of Officer _____

ATTACHMENT "C"

SAMPLE CONTRACT SERVICES AGREEMENT

2025
CONTRACT SERVICES AGREEMENT
(Contractor: [REDACTED])
(Nature of Engagement: [REDACTED])

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2025 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and [REDACTED] (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires qualified and experienced [REDACTED];
and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Bell Gardens City Council at its Regular Meeting of [REDACTED].

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

SECTION 1. SCOPE OF WORK.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY [REDACTED]. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "[REDACTED]" (hereinafter the "CITY RFP") dated [REDACTED], and the written proposal of CONTRACTOR entitled "[REDACTED]" (hereinafter, the "CONTRACTOR PROPOSAL"). The CITY RFP and the CONTRACTOR PROPOSAL are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONTRACTOR PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONTRACTOR PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the

provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that it will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location prior to commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

SECTION 2. TERM.

- A. This Agreement shall have a term of [REDACTED] ([REDACTED]) years commencing from the Effective Date through [REDACTED] (hereinafter, the "Term"). The Term of the Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of two (2) one-year extensions, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term.
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- C. CONTRACTOR shall perform the Work continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- D. CONTRACTOR shall not claim or be entitled to receive any compensation or

“Annual Not-to-Exceed Sum”). CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative’s sole and absolute discretion.

- C. The Annual Not-to-Exceed Sum will be paid to CONTRACTOR in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice indicating the work performed and the tasks completed during the recently concluded calendar month, including the Work and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s compensation includes hours worked by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

SECTION 5. STANDARD OF CARE.

- A. CONTRACTOR represents, acknowledges and agrees as follows:
1. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR’s field;
 2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Work;
 3. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
 4. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR’s compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;

5. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Work in compliance with the standard of care set forth in this Section and to time complete all Work as specified by the Scope of Work or other written order;
 7. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and
 8. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

SECTION 6. REPRESENTATIVES.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be [REDACTED] (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. Contractor Representative. For the purposes of this Agreement, [REDACTED], is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Work, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION 7. CONTRACTOR'S PERSONNEL.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All Work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

SECTION 8. SUBSTITUTION OF KEY PERSONNEL. CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Work in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY.

SECTION 9. [Reserved]

SECTION 10. PROHIBITED INTERESTS. CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

SECTION 11. INDEPENDENT CONTRACTOR.

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

SECTION 12. CONFLICTS OF INTEREST. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

SECTION 13. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, reproductive health decision making or military and veteran status. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 *et seq.*). The applicable regulations of the Fair Employment and Housing Act, set forth in Part 2.8, Division 3, of Title 2 of the Government Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

SECTION. 14. INDEMNIFICATION.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by

Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

SECTION 15. INSURANCE.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
2. Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars (\$1,000,000) combined single limit for each accident.
3. Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance (with limits of at least One Million Dollars (\$1,000,000)).
4. Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - a. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
 - b. “Pay on behalf of” wording as opposed to “reimbursement”; and
 - c. Concurrency of effective dates with primary policies.

Should CONTRACTOR obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer’s liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the Agency’s Risk Manager.

- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
- F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 16. RECORDS AND INSPECTION. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

SECTION 17. TERMINATION.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by the City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation

of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in Exhibit "B" that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for

additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

SECTION 18. FORCE MAJEURE. The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

SECTION 19. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of Bell Gardens
 7100 S. Garfield Avenue
 Bell Gardens, CA 90201
 Attn: INSERT DEPARTMENT
 Phone: 562-806-7700

If to CONTRACTOR:

 Attn: _____
 Phone: _____

SECTION 20. PROHIBITION. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior

written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

SECTION 21. ATTORNEY FEES. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

SECTION 22. ENTIRE AGREEMENT. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

SECTION 23. GOVERNING LAW; JURISDICTION. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

SECTION 24. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

SECTION 25. CAPTIONS. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

SECTION 26. EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF BELL GARDENS, a municipal corporation



By: _____
Michael B. O'Kelly
City Manager

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez
City Attorney

Date: _____

DRAFT

EXHIBIT "A"

CITY RFP

DRAFT

EXHIBIT "B"

CONTRACTOR PROPOSAL

DRAFT

ATTACHMENT "D"

RECYCLED-CONTENT AND RECYCLABLE PAPER CERTIFICATION FORM

Recycled-Content and Recyclable Paper Certification

CalRecycle is providing this form as a convenience to assist jurisdictions. Beginning January 1, 2022, jurisdictions are required to purchase and obtain documentation certifying that paper products and printing and writing papers:

1. Contain postconsumer recycled content (PCRC)¹
2. Are eligible to be labeled with an unqualified recyclable label²

All businesses shall certify in writing under penalty of perjury to the jurisdiction's contracting officer or representative:

1. The minimum percentage, if not the exact percentage, of PCRC material in the paper products and printing and writing papers offered or sold to the jurisdiction, regardless of whether the product meets the minimum content requirements specified in law.
 - a. A jurisdiction may waive the PCRC certification requirement if the percentage of postconsumer material in the paper products or printing and writing papers can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website.
2. That the paper products and printing and writing papers offered or sold to the jurisdiction are eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.

Please clearly print or type your responses. Attach additional pages as necessary.

Business Name:

Address:

Phone:

Email:

Purchase Order #	Item #	Product Description	PCRC % ¹	Recyclable ²
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

I certify under penalty of perjury under the laws of the State of California that the above information is true and correct to the best of my knowledge.

Signature

Printed Name

Title

Date

¹ "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. Recycled content paper products and printing and writing paper minimum percentages are defined in Public Contract Code 12209.

² Products must be eligible to be labeled with an unqualified recyclable label as defined by Federal Trade Commission "Green Guides" (16 CFR 260.12), meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products.