



REQUEST FOR PROPOSALS

FOR

SECURITY GUARD SERVICES (RFP 03022017)

RFP Issuance:	January 26, 2017
Mandatory Pre-Proposal Meeting:	February 8, 2017 @ 10:00 a.m.
Questions & Request for Clarifications Due no later than:	February 22, 2017 @ 5:00 p.m.
Answers & Clarifications Provided no later than:	February 27, 2017 @ 5:00 p.m.
Proposal Due Date:	March 2, 2017 @ 2:00 p.m.

Submit Proposals to:

Attn: Maritza Martinez

City of Coachella

53462 Enterprise Way

Coachella, CA 92236

Tel.: (760) 501-8100

mmartinez@coachella.org

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REQUEST FOR PROPOSALS

PART I

INFORMATION / INSTRUCTIONS TO PROPOSERS

TABLE OF CONTENTS

	Page
1. INVITATION	5
2. PERIOD OF PERFORMANCE.....	5
3. BACKGROUND	5
4. DEFINITIONS.....	5
5. SOLICITATION PROCESS AND PROPOSAL EVALUATION	6
6. EXAMINATION OF RFP DOCUMENTS	7
7. MANDATORY PRE-PROPOSAL MEETING	7
8. QUESTIONS AND REQUESTS FOR CLARIFICATIONS	8
9. ACKNOWLEDGEMENT OF ADDENDUM / ADDENDA TO THE SOLICITATION.....	8
10. BASIS OF AWARD	8
11. EVALUATION OF PROPOSALS	8
12. SUBMISSION OF PROPOSALS	11
13. PERIOD FOR ACCEPTANCE OF PROPOSALS	11
14. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES	12
15. EX-PARTE COMMUNICATIONS	12
16. CONFIDENTIALITY.....	12
17. SCOPE OF WORK / SPECIFICATIONS.....	13
18. PROPOSAL CONTENT.....	22
19. PROPOSAL SUBMITTAL.....	24
20. SUBMITTAL REQUIREMENTS.....	25
21. PROPOSER QUALIFICATION FORM.....	27
22. EXCEPTIONS FORM.....	28
23. SAMPLE AGREEMENT.....	29

1. INVITATION

The City of Coachella (City) invites qualified firms to propose to provide Security Guard Services (Services) encompassing daily security patrol and alarm response for the City's Facilities located throughout the City.

2. PERIOD OF PERFORMANCE

It is the intent of the City to award a professional services agreement (Agreement) to the highest ranked Proposer, in accordance with the evaluation criteria set forth herein. The base term of the Agreement shall be for a one (1) year period with three (3) one-year options to renew.

3. DEFINITIONS

Whenever the following words occur in this RFP, they shall have the following meanings:

- A. CITY shall mean the City of Coachella.
- B. CONTRACT ADMINISTRATOR shall mean the City's Contract Administrator who will be identified after Solicitation award. Any reference to the Contract Administrator in the Agreement shall mean the Contract Administrator or designated representative. The Agreement will be performed under the direction, inspection and supervision of the Contract Administrator.
- C. COMPETITIVE SEALED PROPOSALS is a transparent procurement method in which Proposals from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed Agreement. Award is typically made to the most qualified Proposer or Proposers whose Proposal(s) provides the best value to the City.
- D. CONTRACTOR or CONSULTANT means any person having a Contract with the City.
- E. REQUEST FOR PROPOSALS or RFP means all documents, whether attached or incorporated by reference, utilized for soliciting Proposals. Also referred to as "Solicitation."
- F. SERVICES shall mean the requested services, goods, supplies or equipment.
- G. PROPOSER means a firm or individual who responds to this Request for Proposals.

4. SOLICITATION PROCESS AND PROPOSAL EVALUATION

A. Solicitation Timeline

The City intends to adhere to the following timeline which is subject to change at the discretion of the City:

<u>Activity</u>	<u>Date</u>
RFP Issuance	January 26, 2017
Mandatory Pre-Proposal Meeting	February 8, 2017 @ 10:00 a.m.
Questions / Requests for Clarifications due	February 22, 2017 @ 5:00 p.m.
City's Responses to Questions	February 27, 2017 @ 5:00 p.m.
Proposal Due Date	March 2, 2017 @ 2:00 p.m.

B. Proposer's Qualifications and Experience

1) Company Minimum Qualifications, Experience and References

In order to be considered for award, each Proposer must provide evidence, in the form of certificates and/or licenses, demonstrating Proposer's qualifications within the security services industry during the past five years.

Proposers shall provide evidence of maintaining a valid Private Patrol Operator license in the State of California as required by the Private Security Services Act (Division 3, Business and Professions Code, Chapter 11.5 Private Security Services). Proposer shall provide a copy of both its current Private Patrol Operator license and the current renewal receipt.

In addition to the minimum requirements described above, Proposers shall provide information about its company so the City can evaluate the firm's ability to provide the services set forth in response to this RFP. The City, at its discretion, may require a Proposer to provide additional information and/or clarify requested information.

Lastly, Proposers shall describe their experience in providing the specified services for similar operations and/or entities. Proposers shall provide references of five (5) clients for similar services within the last 5 years. For each client submitted as a reference, Proposers shall supply a brief description of the services provided, the timeframe services were provided and client contact information.

2) Minimum Qualifications and Experience of Security Guards

Each security guard employed by the Proposer shall:

- a) Possess and present upon request, a valid and current security guard registration card, with photo identification, as issued pursuant to the State of

California, Department of Consumer Affairs, Bureau of Security and Investigative Services.

- b) Posses at least twelve (12) months experience as an industrial security guard or security officer.
- c) Have a valid Class C California Driver License.
- d) Have the ability to fluently speak and write English.

Proposers shall submit resumes and certifications of all proposed Key Personnel. The City reserves the right to interview any and all Key Personnel proposed after giving notice to the Proposer. For the purposes of this RFP, Key Personnel shall mean account managers, supervisors and/or management team.

5. EXAMINATION OF RFP DOCUMENTS

- A. The selected Proposer will be required to execute an Professional Services Agreement, refer to sample located in Appendix C, with the City, describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions.
- B. Before submitting its Proposal, each Proposer must (a) examine the RFP documents thoroughly and (b) familiarize itself with any applicable Federal, State and local laws, ordinances, rules and regulations, and standards affecting provision of the Services.

6. MANDATORY PRE-PROPOSAL MEETING

The City will require that all potential proposers attend the Pre-Proposal meeting at the Coachella Corporate Yard (53462 Enterprise Way, Coachella CA 92236) on **February 8, 2017 @ 10:00 a.m.**

7. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Prospective Proposers must carefully examine the Solicitation, including terms and conditions of the Agreement. In the event of doubt of anything contained in the Solicitation, all questions or requests for clarification about the meaning or intent, discrepancies or omissions of the RFP documents may be submitted to Maritza Martinez, Public Works Director, via email (mmartinez@coachella.org) until **February 22, 2017 at 5:00 p.m.** Responses to questions and requests for clarification will be emailed to all Proposers who attended the mandatory Pre-Proposal meeting no later than **February 27, 2017 at 5:00 p.m.**

8. ACKNOWLEDGEMENT OF ADDENDUM / ADDENDA TO THE SOLICITATION

Each Proposer shall acknowledge receipt of any addendum / addenda to this Solicitation. Proposers are required to submit the signature page of each addendum, if any, with their Proposal.

9. BASIS OF AWARD

The highest ranked Proposer shall be recommended to the City's City Council for award of a Contract, as determined by the Technical Evaluation Team, based on the factors described below in "Evaluation Criteria."

10. EVALUATION OF PROPOSALS

Proposals will be screened to ensure responsiveness to the requirements of the RFP. The City may reject as non-responsive any proposal that does not include the documents requested herein and referenced in Part III, Section 3, "Submittal Requirements." The City reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

A. Technical Evaluation Team

A Technical Evaluation Team (TET), which is comprised of City staff, or other qualified persons, will review and screen the proposals submitted according to the weighted criteria and process indicated below. While cost is one basic determinant for award, it is not the sole consideration. Additional general factors that will be considered are the proposing firm's understanding of the City's requirements as specified in this RFP, and the qualifications, experience, and organization of the firm and its personnel. The TET's composite scores for all steps of the evaluation process will comprise the

official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process.

B. Interviews and Presentations

- 1) Following the initial review and evaluation of proposals, Proposers initially found to be within the “competitive range” may be invited to participate in the next step of the proposal selection process. This may include the submission of additional information, as described below, and/or participation in an oral interview.
- 2) The City reserves the right to further reduce the “competitive range” at any time during this step of the evaluation and selection process and the City may hold simultaneous discussions with those Proposers that remain in the “competitive range.” Proposers who are no longer in the “competitive range” will be notified as soon as it is practicable and will thereafter not continue in the selection and evaluation process.

C. Evaluation Criteria

The maximum possible total combined score for a proposal is 100 points.

1) Company Qualifications and Experience **0-30 points**

The capabilities of each Proposer will be assessed on:

- a) Firm’s experience in providing the specified services for similar operations and/or entities.
- b) Reference of five (5) recent engagements for similar services within the last five years. For each firm submitted as a reference the Proposer shall include a brief description of the services provided.

2) Qualifications and Experience of Management Team and Key Personnel **0-20 points**

- a) Organizational structure as evidenced by an organization chart.
- b) Experience in providing the specified services for similar operation and/or entities.

- c) Demonstration of the Key Personnel's proven capability to provide a comprehensive and high quality service program.
- d) Escalation Matrix that clearly outline the steps to be taken in order to resolve serious conflicts or issues.
- e) The thoroughness and frequency of Employee Training Programs.
- f) Recruitment / Hiring Practices & Pre-Employment Background Checks.
- g) Discipline, Suspension and Termination Practices.
- h) Experience and qualifications of employees assigned to provide services. The Proposer's commitment to providing high-quality resources will be measured in several ways. Therefore, the proposed number of staff assigned (identified by name), the quality of such staff, and the proper balance of relevant skills are of prime concern to the City. Include brief resumes of the firm's principals and the proposed management team / Key Personnel.

3) Approach to Scope of Services

0-30 points

The Proposer's overall methodology to successfully providing the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness. Proposals will be evaluated on:

- a) Patrol Routes.
- b) Alarm Response.
- c) On-Boarding / Transition Plan from current and to subsequent contractor following the end of the contract term.
- d) Electronic Patrol Reporting System.
- e) The quality and professional appearance of uniforms.
- f) Vehicles & Maintenance Plans.
- g) Communication with City
- h) Sample documents

4) Cost Proposal

0-20 points

This portion of the proposal will be evaluated based on reasonableness of the proposed costs. Costs will be evaluated on costs the City or other comparable public agencies have paid for similar services, and in accordance with what is considered to be the industry's standard and customary costs for the Services.

D. City's Rights

- 1) The City reserves the right to cancel this Solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed.

11. SUBMISSION OF PROPOSALS

The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. If the Proposal is submitted by mail, the sealed envelope, containing the Proposal, shall be addressed to: **Maritza Martinez, Public Works Director, Public Works Department, 53462 Enterprise Way, Coachella, CA 92236**. The envelope shall state "PROPOSAL ENCLOSED" and include the Proposer's name and address, RFP Number and Solicitation Title on the envelope. Mailed Proposals and Proposals delivered by commercial carriers or messenger services shall be received to City's Corporate Yard where upon delivery each Proposal shall be stamped with the time and date received; but shall not be opened. The only acceptable evidence to establish the time of receipt is the time/date stamp on the envelope or other documentary evidence of receipt maintained by the Public Works Department.

Any Proposal received after the deadline for receipt will not be considered for award and will be returned to the Proposer unopened.

12. PERIOD FOR ACCEPTANCE OF PROPOSALS

- A. In order to allow for adequate evaluation, the City requires a response to this Solicitation to be valid and irrevocable for 90 calendar days after submittal date and time.
- B. No Proposer may withdraw a Proposal within 90 days after the Proposal Due Date. Negligence on the part of the Proposer in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened. Should there be valid reasons why the Agreement cannot be awarded within the specific period; the time may be extended by mutual agreement between the City and the Proposer.

13. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES

A. Modification or Withdrawal

Proposals may be modified or withdrawn prior to the established due date via email or mail request sent to the Public Works Department. Please refer to Section 8, “Questions and Requests for Clarifications” for contact information.

B. Mistakes in Proposals (Discovered Before Due Date)

A Proposer may correct mistakes in a Proposal prior to the time and date set for due date by submitting a replacement Proposal clearly indicating it supersedes the original submittal.

14. EX-PARTE COMMUNICATIONS

Proposers and Proposers’ representatives must communicate in the manner set forth in this RFP.

15. CONFIDENTIALITY

A. All responses to this RFP become property of the City and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the City and any Proposer regarding the procurement, shall be available to the public.

REQUEST FOR PROPOSAL

PART II

SCOPE OF SERVICES / SPECIFICATIONS

SPECIFICATIONS

1. General – The Vendor shall:

- 1.1 Have at least five (5) years of consecutive experience in the security guard/screening industry under the current company name, and must have experience in multi - government agency facility protection.
- 1.2 Agree and ensure that security personnel fully perform their duties in accordance with City imposed policies, procedures, and conditions for continued service at this account.
- 1.3 All assigned security personnel must pass a comprehensive pre-employment background/reference check. Vendor to absorb costs associated with such background/reference checks. The following are grounds for rejection for providing services to the City:
 - 1.3.1 Any felony conviction.
 - 1.3.2 Any conviction for a substance abuse (felony or misdemeanor).
 - 1.3.3 Any misdemeanor conviction of a crime of violence.
 - 1.3.4 Any misdemeanor conviction for theft or moral turpitude.
 - 1.3.5 Any gang affiliation.
 - 1.3.6 Any excessive record of arrests with few or no convictions.
 - 1.3.7 Any current or pending criminal investigation in which the applicant is a suspect.
- 1.4 Ensure that security personnel possess the following minimum physical and mental capabilities:
 - 1.4.1 Sufficient color perception to distinguish primary colors (red, blue, and yellow).
 - 1.4.2 Ability to use both eyes with far vision correctable to 20/40 and near vision correctable to 13-16 inches.
 - 1.4.3 Average hearing loss not in excess of 20 decibels (dB) and frequencies from 500 – 3000 cycles per second (cps). Use of a hearing aid is

acceptable, as long as the device is in good working order and is in operation during the hours the security officer is on duty.

- 1.4.4 The full range of use of fingers, both hands, and both legs; the ability for rapid mental and muscular coordination simultaneously; and the ability to climb a ladder and perform other similar activities.
- 1.5 Ensure that security personnel have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or jeopardize the safety of other persons in the area.
- 1.6 Ensure the conduct and behavior of security personnel are beyond reproach. Security personnel are to be polite, cooperative, and able to work in harmony with one another, visitors, and with other City of Coachella employees.
- 1.7 Ensure that security personnel respond to subpoenas pertaining to any City account.
- 1.8 Schedule security coverage for vacations, holidays, unscheduled absences, and/or other unplanned occurrences. Any costs (including overtime) associated with scheduling vacations, holidays, and absences are the responsibility of the vendor. These costs must be included in the billing rate.
- 1.9 Immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Vendor.
- 1.10 Ensure that security personnel are fully aware of the political sensitivities that exist in a municipal government.
- 1.11 Provide strict key control for any and all government keys and key cards. Keys issued to the successful vendor are not to be duplicated. Should the successful vendor lose a set of keys, or should it be shown that duplication of the keys by the successful vendor has wrongfully occurred, the successful vendor must reimburse the City of Seattle for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$100,000.
- 1.12 Have a ready source of qualified individuals to perform the function and administer the employee selection and scheduling, billing, and administrative functions of the contract.
- 1.13 Maintain a reserve of immediately available alternates in the event a scheduled individual, because of illness or other reason, becomes unavailable to perform the functions of the position, so that no position is ever uncovered.

- 1.14 Ensure that security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
- 1.15 Ensure that security personnel give undivided attention to their duties and given responsibilities. Long, unnecessary conversations with other individuals shall be avoided.
- 1.16 Ensure that security personnel do not read, write, or study while on duty—except as may be required in connection with their duties and responsibilities.
- 1.17 Ensure that security personnel do not smoke or use other forms of tobacco products while on the job. These products are not allowed on City property.
- 1.18 Ensure that security personnel do not read unauthorized material, eat, or groom while in public view. Ensure that security personnel do not wear headphones, smoke, conduct personal calls, or bring visitors onto the work site.
- 1.19 Ensure that security personnel are equipped with the necessary equipment and supplies to properly perform his or her duties.
- 1.20 Ensure that security personnel are not permitted to provide themselves with unauthorized personal equipment (e.g., firearms, chemical agents, knives, etc.).
- 1.21 Ensure that security personnel neither use nor have in their possession intoxicants and/or controlled substances on or near the job site. The odor of intoxicants and/or controlled substances on our about the vendor's security and supervisory personnel shall cause the vendor to immediately remove the individual(s) from the job site.
- 1.22 Provide services as described. After three (3) failures by the vendor to comply with the terms of the contract within a contract year, the contract will be subject to immediate termination.
- 1.23 Ensure that security personnel comply with the duties and responsibilities as outlined in these specifications.
- 1.24 Ensure that all scheduling information is provided in military time (24-hour scale).
- 1.25 Agree and ensure that security personnel may be required to perform other duties as assigned on a permanent or temporary basis—regardless of the job description.

- 1.26 Ensure prompt replacement of security personnel in the event of illness or emergency.
- 1.27 Within ten (10) working dates after receiving notice that the Contract has been terminated, and as a condition of final invoice payment by the City to the Vendor, the Vendor shall provide a list of all employees that are providing such services to the City buildings and facilities, including the name, address, phone number, date of hire, and employment classification of each covered employee.
- 1.28 Ensure that security personnel keep their clothing neat, clean, and well pressed at all times. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

2. Scope of Work – Vendor Shall:

- 2.1 Vendor shall designate an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. Vendor shall not replace the Account Manager unless prior written notice is given to and approved by the City
- 2.2 Provide three patrols of the following locations seven days a week, 365 days a year, between the hours of 2000 hours – 0600 hours:
 - 2.2.1 Well Site 11
 - a. 84701 Dillon Road, Coachella
 - 2.2.2 Well Site 12
 - a. 84641 Avenue 51, Coachella
 - 2.2.3 Well Site 16
 - a. 86264 Avenue 54, Coachella
 - 2.2.4 Well Site 17
 - a. 48463 Van Buren, Coachella
 - 2.2.5 Well Site 18
 - a. 86275 Avenue 48, Coachella
 - 2.2.6 Well 19
 - a. 48281 Playa Del Amor, Coachella
 - 2.2.7 Bagdouma Park (six bathroom facilities)
 - a. 84599 Avenue 52, Coachella.
 - 2.2.8 Dateland Park (one bathroom facility)
 - a. 51805 Shady Lane, Coachella
 - 2.2.9 Veterans Park (one bathroom facility)
 - a. 1515 6th Street, Coachella
 - 2.2.10 Sierra Vista Park (one bathroom facility)
 - a. 50570 Calle Mendoza, Coachella

- 2.2.11 Rancho De Oro Park (one bathroom facility)
 - a. 84600 Avenue 50, Coachella
 - 2.2.12 Rancho Las Flores Park (one bathroom facility)
 - a. 48-400 Van Buren Street, Coachella
 - 2.2.13 City Hall
 - a. 1515 Sixth Street, Coachella
 - 2.2.14 Sanitary Plant
 - a. 87075 Avenue 54, Coachella
 - 2.2.15 Lift Station
 - a. 87101 Avenue 52, Coachella
 - 2.2.16 Corporate Yard
 - a. 53462 Enterprise Way, Coachella
 - 2.2.17 Coachella Permit Center
 - a. 53990 Enterprise Way, Coachella
 - 2.2.18 Sr. Center
 - a. 1540 7th Street, Coachella
 - 2.2.19 Sanitary Lift Station – Ag
 - a. Avenue 52, Coachella
 - 2.2.20 Coachella Library
 - a. Sixth Street, Coachella
- 2.3 Vendor/Contractor shall develop a set of Post Orders documenting both general procedures as well as site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by the City’s representative within thirty (30) days from commencement of services to the City.
- 2.4 Each site patrol is to take 15-20 minutes and should consist of foot and vehicle patrols. During each patrol, guards will check all exterior doors/facility structure and assure they are locked and have not been tampered with.
- 2.5 Park sites shall be completed first each night to allow locking and securing of all park restrooms every evening as close to 10pm as possible.
- 2.6 Confirmation that the assigned patrols were performed using barcode scanning checkpoints.
- 2.7 Provide each security officer with specialized training relating to the security requirements of this account.
- 2.8 The vendor must ensure the stability of its workforce.

- 2.9 Submit personnel qualification summaries on all personnel proposed to be assigned to the City account. The personnel qualification summaries shall outline (in detail) the training and experience qualifications of each security officer (and account manager) proposed for use under the contract. Resumes must be for key personnel / positions only. For security officers, include all training that they are required to have for the company (including State of California private security officer license).
- 2.10 Ensure that security personnel remain awake and alert at all times. The vendor shall take appropriate disciplinary action in the event a security officer is found asleep (or appears to be asleep) while on duty.
- 2.9 Ensure that security personnel document any security incidents on incident report forms and provide electronic copies to the City. These forms should be used to document any damages noted including graffiti at any of the City facilities. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
- 3.0 Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year. The Account Manager must develop and implement a paperwork management program.

3. Rate Increases:

Prior to each contract anniversary date thereafter, the Vendor may submit a price increase request, but in no case more frequently than once per year.

The Vendor is to demonstrate:

- That wage and benefit increases are within the changes to the CPI Index for Riverside County or other pricing index appropriate to the particular service herein;
- Clearly identify the items and/or job titles impacted by the increase;
- Provide documentation acceptable to the City to warrant the increase;
- And agree that contract prices shall remain firm for a minimum of 365 days after affecting the requested increase.

The request shall be considered and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the City.

4. **On-Call Security Service:** When the City requests service, there is an expectation that service will be provided, and in a very short time depending on the amount of coverage.

13.1 “On-call” services may consist of, but not be limited to, the following:

- Fire watches
- After hours meetings
- Substation watches.
- Special security watch due to threats.
- Natural disasters.
- Civil disturbances.
- Event staff.
- Political events.
- Protests.
- Vehicle patrols.
- Foot patrols.
- Traffic Control Services.
- General (standard service).

REQUEST FOR PROPOSALS

PART III

PROPOSAL CONTENT AND SUBMISSION

1. PROPOSAL CONTENT
2. PROPOSAL SUBMITTAL
3. SUBMITTAL REQUIREMENTS

1. PROPOSAL CONTENT

The intent of this RFP is to encourage responses that clearly communicate the Proposer's understanding of the requirements of this RFP and the Agreement for Services and its implementation. Submission of a proposal indicates acceptance by a firm of the terms and conditions contained in this RFP, unless otherwise indicated in the proposal.

In order to facilitate the Proposer's preparation of its proposal and the City's review of the same; proposals shall be limited to 35 pages, not including the Letter of Introduction, table of contents, single page resumes of key personnel, certifications and other required forms. Proposals should be prepared on recycled content paper, where possible. Proposers are required, if able, to submit double-sided proposals. Proposals should provide the requested information in a concise, well-organized manner and should follow the format outlined below.

A. Letter of Introduction

A signed Letter of Introduction, on company letterhead, introducing the firm and summarizing the firm's qualifications. It should clearly state the firm's understanding of the requirements under this RFP and highlight any unique qualifications.

B. Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

C. Proposer's Qualifications and Experience

The following information should be included in the

proposal: 1) Company Qualifications and Experience

Describe the firm, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Identify similar services the firm has performed for other entities. Describe those aspects of the firm that pertain to the ability to provide superior service for the scope of services described under this RFP.

Provide evidence that the firm meets the minimum qualifications set forth in Part I.

Additionally, provide contact information for up to a maximum of five (5) client references for which the Proposer has provided similar services within the past five years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed, including names of contact persons, addresses, telephone numbers and email addresses. The references should be no longer than one (1) page each and will not count towards the 35 page limit.

2) Financial Qualifications

Provide evidence of your firm's financial strength, stability, capacity, and resources. Provide your last three years of audited financial statement(s) and any other pertinent information, such as internal unaudited financial statements and financial references, to allow the City to reasonably formulate a determination about the financial stability and strength of your firm.

3) Qualifications and Experience of Management Team and Key Personnel

Provide the names of individuals who would be directly engaged in performance of the scope of services. Identify the Key Personnel and outline the Proposer team's capacity to successfully perform the desired services. The Proposer's Account Manager and key individuals who will be assigned to the services will be an important factor considered by the Evaluation Committee. There can be no change of Key Personnel once the proposal is accepted for contract award without the prior approval of the City's Contract Administrator. For each of these individuals, please submit:

- a) The number of years of experience providing the desired services.
- b) A summary of their experience providing similar services.
- c) Provide resumes for proposed Key Personnel. Resumes shall not count towards the 35 page proposal.

D. Approach to Scope of Services

The proposal should set forth a comprehensive description of the approach to providing the Services required in Part II, Section 2 "Scope of Services" and should clearly demonstrate an understanding of the City's requirements.

Provide a detailed work plan for and preliminary schedule for the proposed patrol routes, alarm response protocol and special assignment scheduling protocols. Clearly identifying any value added changes to the current scope of services. The proposal shall address, but not be limited, to the following:

- 1) Patrol routes
- 2) Alarm response
- 3) Transition plan
- 4) Electronic patrol reporting system
- 5) Benchmark Patrol
- 6) On-boarding plan
- 7) Uniforms
- 8) Vehicle & Maintenance plans
- 9) Escalation matrix
- 10) Employee training programs
- 11) Recruitment/Hiring practices & Background checks
- 12) Discipline, Suspension and Termination practices

E. Cost Proposal

Contractor shall submit a cost proposal that identifies the fully burdened hourly rate for the recommended number of security guard officers needed to complete the Scope of Work on daily basis and calculated at both the monthly and annual costs. (fully burdened rated should include straight, overtime, holiday labor rates, direct labor, payroll, taxes, overhead, profit, supervisory support and equipment). Thus, the monthly billed amount should not fluctuate regardless of holidays, etc.

Contractor shall also submit hourly rates for additional “on-call” services Contractor can provide (e.g. normal patrol, alarm response, special assignment, etc.).

F. All Required Forms

Submit all the required forms provided in this solicitation, as set forth in Appendix A “Forms.”

G. Sample Documents

Submit a sample daily patrol report and photographs of the uniforms and vehicles representative of those to be used during the execution of the Service.

2. PROPOSAL SUBMITTAL

A. Submission of Proposals

Proposals shall be submitted in a sealed envelope or package, clearly identified with RFP-03022017 – Security Guard Services and addressed to:

Attn: Maritza Martinez
Coachella Corporate Yard
53462 Enterprise Way
Coachella, CA 92236

Proposals must be received at the Coachella Corporate Yard before 2:00 p.m. on **March 2, 2017**. Proposals received after this time will not be considered and will be returned unopened.

1) Hard Copies

Proposers must submit one (1) original and three (3) hard copies of their proposal.

2) Electronic Media

Proposers shall also submit one (1) USB Flash Drive in Microsoft Word and searchable PDF format.

B. Cost of Proposal Development

This solicitation does not commit the City to enter into an Agreement, nor to acquire or contract for any services, nor to pay any costs which the Proposer incurred in the preparation or presentation of a proposal.

C. Validity of Proposals

Submission of a proposal shall constitute a firm offer to the City for 90 calendar days from the proposal due date.

3. SUBMITTAL REQUIREMENTS

In order for firms to be considered responsive to the requirements of the City, as set forth in this RFP, the following minimum submittals are to be included with its response:

- A. Proposal, including TOC and Letter of Introduction
- B. Cost Proposal
- C. Resumes of Key Personnel
- D. References
- E. Sample Documents and Photographs
- F. Financial Statements for last three years
- G. Evidence of required Certifications
- H. Evidence of Insurance
- I. Exceptions to Solicitation Documents Form
- J. Proposer Qualification Form
- K. Valid Private Patrol Operators license, including renewal receipt, in the State of California
- L. Acknowledgement of Addenda, if applicable

REQUEST FOR PROPOSALS

APPENDIX A

FORMS

PROPOSER QUALIFICATION FORM

This Statement is to accompany the proposal submitted in response to Request for Proposals No. 03022017 for Security Guard Services.

I certify that the following information submitted is true and correct:

The company has been engaged in performing similar services to those under this Solicitation within the United States for a minimum of five (5) years.

1. NAME OF PROPOSER: _____
2. BUSINESS ADDRESS: _____

3. TELEPHONE NO.: _____

4. EMAIL: _____
5. OFFICIAL REP. & TITLE: _____
6. SIGNATURE: _____

7. DATE: _____

EXCEPTIONS TO SOLICITATION DOCUMENTS

Submittal of a proposal shall be deemed acceptance of all the requirements and terms set forth in this RFP and the sample Agreement, respectively, unless the Proposer includes with its proposal, in writing, any exceptions or modifications requested by the Proposer to this RFP or the sample Agreement. Please select one of the two options below.

† I, _____, an authorized representative of _____, have read, understand and confirm my acceptance of all the requirements of the City’s RFP and the terms of its sample Agreement without any exceptions.

† I, _____, an authorized representative of _____, have read the requirements of the City’s RFP and the terms of its sample Agreement and hereby stipulate the following exceptions:

REQUEST FOR PROPOSALS

APPENDIX C

SAMPLE AGREEMENT

CITY OF COACHELLA PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20__, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 1515 Sixth Street, Coachella, California 92236 (“City”) and [__INSERT NAME__], a [__INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY__] with its principal place of business at [__INSERT ADDRESS__] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 City. 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.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [__INSERT TYPE OF SERVICES__] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project. City desires to engage Consultant to render such services for the [__INSERT NAME OF PROJECT__] project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [__INSERT TYPE OF SERVICES__] consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [__INSERT START DATE__] to [__INSERT ENDING DATE__], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. [***INSERT IF DESIRED BY CITY: City alone (not the Consultant) shall have the option to extend the term of this

Agreement for two (2) successive one (1) year periods (individually, “Subsequent Term” and collectively, “Subsequent Terms”) on the same terms and conditions as set forth in this Agreement (including, without limitation, the rates set forth in the Compensation Schedule attached hereto as Exhibit “C” and incorporated by reference herein); provided however, that the amount of the total compensation, including authorized reimbursements, for any Services rendered in any Subsequent term(s) (if such Subsequent Term(s) is desired by City), shall not exceed the amount required to be appropriated by City, in its sole and absolute discretion. Such extension(s) shall be made by City providing written notice to Consultant. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.***]

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant 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 Services 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 Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: [___INSERT NAMES___].

3.2.5 City's Representative. The City hereby designates [___INSERT NAME OR TITLE___], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates [___INSERT NAME OR TITLE___], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his 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.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such

laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. **[INCLUDE ONLY IF APPLICABLE - DELETE OTHERWISE]** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 **[INCREASE IF NECESSARY - OTHERWISE**

LEAVE AS IS AND DELETE THIS NOTE] per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__]) without written approval of City's [__INSERT TITLE__]. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate,

through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. [INSERT “IF” OR “SINCE” AS APPLICABLE] the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and [INSERT “IF” OR “SINCE” AS APPLICABLE] the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by

giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>City</u> City of Coachella 1515 Sixth Street Coachella, CA 92236 Attn: [INSERT NAME]	<u>Consultant</u> [__ INSERT NAME __] [__ INSERT ADDRESS __] [__ INSERT ADDRESS __] Attn: [__ INSERT NAME __]
-----------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any such judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. 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.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, 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 right to rescind this Agreement without liability. 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.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

CITY OF COACHELLA

[INSERT CONSULTANT'S NAME]

By: _____
Gene Rogers
Interim City Manager

By: _____
[INSERT NAME]
[INSERT TITLE]

[or]

By: _____
Eduardo Garcia
Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

****Approved Form****
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”
SCOPE OF SERVICES
[INSERT SCOPE]

EXHIBIT “B”
SCHEDULE OF SERVICES
[INSERT SCHEDULE]

EXHIBIT “C”

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]