



Request for Proposals (RFP)

SECURITY SERVICES AT THE CITY-OWNED PROPERTIES AT 10024 VALLEY BOULEVARD AND 10038 VALLEY BOULEVARD IN THE CITY OF EL MONTE

The City of El Monte, California (“City”) is requesting proposals from qualified contractors for professional security services at two City-owned properties. The successful contractor (“Contractor”) will be required to provide appropriately trained professional security personnel as well as requisite equipment in order to perform security services of the highest quality.

The term of the agreement is for approximately four months, with month to month extensions as needed. As the current agreement is scheduled to expire, time is of the essence to select and award a contractor. City anticipates City Council authorization to award a contract / agreement on July 20, 2021.

1. Introduction

The City of El Monte, incorporated in 1912, covers approximately ten square miles located in the San Gabriel Valley area of Los Angeles County, approximately 12 miles east of Downtown Los Angeles. The City is bordered by the Cities of Arcadia, Temple City, Baldwin Park and South El Monte, as well as unincorporated portions of Los Angeles County. The City is seeking professional security services to patrol and protect City-owned properties at 10024 Valley Boulevard, El Monte, CA 91731 and 10038 Valley Boulevard, El Monte, CA 91731.

Interested parties may not communicate about this RFP with elected officials or staff representing the City of El Monte, or any other individuals retained by the City to support this procurement. All questions and requests for clarification must be submitted in writing to Betty Donovanik, Community and Economic Development Director at bdonavanik@elmonteca.gov by **4:00 P.M. local time on Tuesday, June 22, 2021.**

Responses to questions submitted prior to the established question deadline will be released on **Thursday, June 24, 2021.**

Proposal submittal deadline is **4:00 P.M. Wednesday, June 30, 2021.**

Proposals will be received at the **Office of City Clerk, City Hall East, 11333 Valley Blvd., El Monte, CA 91731.**

All proposals must be received by the City Clerk **prior** to the aforementioned deadline. Any proposal received by the City Clerk after the deadline shall not be considered.

2. Project Summary

The Contract is being offered for award to provide professional security guard services at the properties at 10024 Valley Boulevard, El Monte, CA 91731 and 10038 Valley Boulevard, El Monte, CA 91731, owned by the City of El Monte.

As the current properties are vacant and under renovation, the properties are unstaffed, therefore the Contract personnel will provide an essential first line of security and will be expected to represent the City of El Monte with regard to the various construction efforts on the properties. As such, security personnel will be trained to answer basic questions regarding the properties and are expected to be on patrol (including foot patrol) 24 hours per day. Two guards (one at each location) are expected to patrol the buildings and the surface parking lot. There is a NO guard shack at the properties, but the guards will have access to the lobby area. Security personnel are expected to spend 100% of their time either on parking lot patrol or being a visible security presence on the properties. This shall be demonstrated on a daily activity log kept by each security officer and shall be submitted as a component of the monthly reports to be submitted by the Contractor. Each shift or post must be staffed throughout the duration of a shift, requiring relief for meals and breaks. Additionally, Contractor must provide an appropriate level of trained field supervision for security officers working these two (2) fixed locations. The Contractor shall participate in an ongoing liaison and coordination of activities with the City of El Monte Community & Economic Development Department, and the El Monte Police Department, as needed. The Contractor must also provide for ongoing and regular briefings and inspections of contract personnel.

3) Proposal Submittal Deadline and Format

Proposal packages are to be submitted to the City Clerk on or before **4:00 p.m. on Wednesday, June 30, 2021**. No oral, faxed, emailed, or telephonic proposals or alternatives will be considered. A proposal may be withdrawn without prejudice upon written request by the proposer filed with the City Clerk before the proposal submission deadline. Proposals must remain valid and shall not be subject to withdrawal for 60 calendar days after the deadline for submission of proposals.

Proposals received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of El Monte City Clerk's Office, City Hall East, 11333 Valley Blvd., El Monte, CA 91731. It is the proposer's sole responsibility to see that its proposal is received in proper time, and proposers assume all risks arising out of the means of delivery. Any proposal received after the deadline will be returned to the proposer unopened. All accepted proposals shall become the property of the City.

Proposal packages are to be submitted to:

Betty Donovanik, Director
City of El Monte
Department of Community and Economic Development

c/o City of El Monte City Clerk's Office
11333 Valley Blvd. El Monte, CA 91731

All responses must be completed as required, signed by an officer of the firm who is authorized to enter into a binding agreement with the City on behalf of the company, and must be received in the place and time designated above. Proposals (as described below) are to be submitted in a sealed envelope clearly marked with the contractor's name, address, telephone number, and email address. Submit one sealed envelope clearly identified as "**Request for Proposal – Citywide Security Services,**" containing **three (3) copies of the proposal.**

4) **Proposal Content:**

A proposal shall be concise, well-organized, and demonstrate the contractor's qualifications and experience relating to the proposed project. Proposals shall reflect all costs associated with the proposed project. At a minimum, proposals shall include the following information:

- **The Request for Proposal (submit 3 copies)**

The proposal should include, as a minimum, the following information, presented in a clear and concise manner:

- **Cover Letter:** Provide a brief statement acknowledging that the information provided in the Statement of Qualifications (SOQ) is true, accurate and current. Provide contact information for the contractor and the person authorized to execute the agreement.
- **Scope of Services:** A statement of your understanding of the project and a detailed description of your approach to implement all of the tasks listed under Section 5, "Scope of Services."
- **Organizational Chart:** A chart identifying the key personnel assigned to the project. Identify the name of the project manager and the individual authorized to negotiate the contract on behalf of the contractor's firm. Include the work load of the project manager and key team members, as well as, their availability to complete the tasks as outlined under Section 5, "Scope of Services."
- **Firm Qualifications:** Identify a minimum of five (5) similar contracts / agreements executed within the past five (5) years.
- **References:** Provide five (5) references for similar assignments completed for other municipal or state agencies.
- **Conflict of Interest:** Disclosure of any past, ongoing, or potential conflicts of interest related to the City which the proposer may have as a result of performing the work described in this RFP.
- **Cost Proposal (ATTACHMENT A):** The base cost proposal for security services at the City-owned properties at 10024 Valley Boulevard, El Monte, CA 91731 and 10038 Valley Boulevard, El Monte, CA 91731 shall include:
 - **Hourly Rate Schedule:** A statement of hourly rates for all proposed staff

classifications.

- The cost proposal grand total shall be an amount "Not-to-Exceed."
- **Objections to Professional Services Agreement:** Objections shall be submitted in writing with justification clearly stated. Any contractor with objections to terms contained in the City's Professional Services Agreement (the "Contract") (Attachment B) must advise the City of such objections and requested modifications as part of its Services Proposal. Failure of a proposer to accept the terms of the City's Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective contractor to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the Contractor's failure or refusal to execute the City's Professional Services Agreement.

5) Scope of Services:

5.1 City Representative

The City shall designate an employee of the City as the City Representative who shall act on behalf of the City with respect to all aspects of the Contract. The City shall designate the City Representative in writing within ten (10) Calendar days after the execution of the Contract and shall promptly notify the Contractor in writing if the City Representative is changed.

Except as otherwise provided below, the administration of the Contract is vested wholly in the City Representative. The City Representative shall have day-to-day authority to require the Contractor to comply with all provisions of the Contract.

The City Representative does not have the authority to adjust the compensation, to amend the contract, to waive any provision of the Contract, to approve invoices in excess of the Contract amount, or to increase the Contract not-to-exceed amount.

The Contractor shall provide the City Representative free and easy access to inspect and measure the manner and progress of the Services at all times and to inspect the types and quantities of tools, equipment, supplies and all other materials used in the performance of the Services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the Services or employees of the Contractor, but to assure that all Services meet the requirements of the Contract.

The City Representative shall decide any and all questions that may arise as to conformance of and acceptability of tools, equipment, supplies and all other materials and methods and procedures used in the performance of the Services with regard to the requirements included herein. The City Representative shall decide all questions that may arise as to the interpretation of the Contract Documents relative to the Services and the fulfillment of the Contract on the part of the Contractor.

The City Representative will determine the amount and quality of the several kinds of Services performed and materials furnished that are to be paid for under the Contract.

The City Representative shall have the authority to require the Contractor to make temporary changes in the assignment of routine services, tasks, and task frequencies if such changes do not affect the unit prices contained in the Cost Proposal. Such temporary changes shall not affect the amount of payment to the Contractor.

The City Representative reserves the right to demand full conformance with the terms and conditions of the Contract by the Contractor and the Contractor's employees. The Contractor agrees to respond to any complaints or concerns by the City Representative pertaining to its employees' performance under the Contract and to take appropriate action to remedy any such complaints or concerns regarding the Contractor's employees in a timely manner. The City Representative shall have the authority to take appropriate corrective action up to and including removal of the Contractor's employees from a work area in the event that the Contractor representative is not available to take the appropriate action himself/herself until such time as the Contractor is available to, and does remedy the concern or complaint regarding the Contractor's employee(s).

One or more employees of the City may be designated by the City Representative to monitor and inspect the performance and progress of the Services provided under the Contract.

The City Representative shall in no instance have the authority to act as foreman or supervisor for the Contractor and shall not interfere with the Contractor in the supervision or direction of the employees of the Contractor, unless the Contractor, or his/her designee is not available, then the City Representative shall have the authority to take appropriate action as outlined in Section 5.7.

Any advice provided to the Contractor by the City Representative shall in no way be construed as binding upon the City, or release the Contractor from fulfilling the provisions of the Contract.

5.2 City Responsibilities

The City will have the following responsibilities:

1. Provide guidelines for security and protective services for associated properties and facilities.
2. The City Representative, in conjunction with appropriate City personnel, will advise and coordinate with security agency management assignment and deployment of all contract security personnel.
3. The City shall actively work with the Contractor to jointly develop all necessary emergency operations and critical incident management protocols for use by Contractor's personnel and shall support the Contractor in the development of all necessary protocols and procedures for effectively providing comprehensive security/protective services.
4. The City, or its designee, will conduct regular periodic review to ensure the Contractor's adherence to Contract specifications and continued ability to responsibly perform Contract services.
5. The City will prepare a Contract Discrepancy Report to identify specific failures of the

- Contractor to meet Contract requirements.
6. The City will provide the Contractor keys to the property gates and rooms.

5.3 Contractor Representative

The Contractor shall provide a Contractor Representative acceptable to the City Representative. The Contractor Representative shall have full authority to act for the Contractor at all times, and to carry out the provisions of the Contract.

The Contractor Representative shall ensure that sufficient inspections are conducted to guarantee the Services are performed according to the specified standards. In addition to these inspections, the Contractor Representative shall perform and submit written inspection reports of designated assignment areas upon the request of the City Representative.

The Contractor Representative shall be on-call at all times for emergencies and must be able to respond immediately and/or call immediately. The Contractor Representative must be able to report within one (1) hour to any of the locations covered by the Contract. The Contractor Representative shall make himself or herself available to the City Representative to discuss performance of the Services or other provisions of the Contract at any time.

The Contractor Representative shall be adequately trained in compliance of all applicable OSHA and other Federal, State, and local laws and regulations regarding materials that may be encountered in the performance of the Services.

The Contractor shall provide adequate secretarial, clerical, and record keeping support both on-site and off-site to eliminate the need for the Contractor Representative to personally prepare payroll, daily, weekly, and monthly statements and invoices, and/or to personally inform other clerical and record keeping activities.

5.4 Contractor Personnel

The Contractor shall provide an adequate number of trained, qualified personnel capable of performing the Services in accordance with the Contract. As a minimum, the Contractor shall provide a Project Manager, an appropriate number of Security Supervisors, and Security Officers. The Managers and Supervisors are not expected to be dedicated to this project alone. Specific tasks for each of these personnel are listed below. These tasks are expected to be performed, but are not all inclusive.

Project Manager

1. Act on behalf of the Contractor on all matters related to the Contract.
2. Report to and coordinate with City Representative on a regular basis.
3. Maintain an adequate quality control and complaint resolution system.
4. Respond to Contract discrepancy reports on an as-needed basis.
5. Establish operational procedures in consultation with City Representative.
6. Develop post orders as needed in conjunction with City policy.
7. Meet with City designated Project Manager on a regular basis.
8. Ensure compliance with contractual staffing, training, and equipment requirements.
9. Be knowledgeable and adhere to Contractor's standards regarding safety and ensure compliance of subordinates through regular inspections.

Security Supervisors

1. Respond to on-site incidents involving subordinates or respond to requests from the City Representative within one (1) hour following an occurrence/request.
2. Conduct on-site supervision, inspection and guidance to on-duty security officers.
3. Assure proper assignment and relief coverage. Notify the City Representative of uncovered posts immediately.
4. Reviews, corrects, and approves subordinates' logs and reports.
5. Maintains knowledge of City operational areas, facilities, and property as well as adjoining areas.
6. Ensures subordinates' compliance to all terms of the Contract, post orders, and City policy, rules, and regulations.
7. Provides written results of investigations at the request of the City Representative.

Security Officers (Uniformed)

The primary responsibilities of Security Officers are the provision of security services on two City-owned properties at 10024 Valley Boulevard, El Monte, CA 91731 and 10038 Valley Boulevard, El Monte, CA 91731, to provide visual presence of a professional uniformed security force to deter crime and threats to the properties, including equipment, parking lot and facilities, etc. The Security Officer must also provide for public safety by requesting that all individuals that are not authorized contractors (the properties are undergoing renovations) vacate the premises in prompt and orderly manner. Specific post locations/job assignments are subject to change by the City Representative as needed. Uniformed Security Officers will also be required to:

1. Respond to requests from authorized construction contractors for assistance and service information.
2. Prepare accurate, legible, and grammatical reports detailing any unusual incidents/accidents or occurrences during each shift.
3. Assist City personnel, law enforcement personnel on City property as requested by providing perimeter access control, traffic direction or site liaison.
4. Maintain a daily visitor log at each site.

5.5 Employee Eligibility Criteria

All security personnel employed by the Contractor under the resulting Contract are required to meet certain minimum qualifications or standards regarding background, training, experience, and health as established in this section unless a waiver is requested and approved prior to submission of a proposal. The final decision as to the suitability of security personnel, both Security Officer(s) and Security Supervisor(s), rests with the City Representative.

Security Officers

- a. Must be a graduate of a state certified security officer/guard training program and possess current, valid Consumer Affairs guard cards;
- b. Must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card for 1-151, or other evidence from the Immigrations and Naturalization Service that the candidate is able to work legally in the United States;
- c. May not be employed under the Contract if he or she currently, or in the past, has been involved in:
 - i. Any felony or sex conviction;

- ii. Military conduct resulting in dishonorable or undesirable discharge; or
- iii. Any pattern of irresponsible behavior or moral turpitude, including, but not limited to reckless driving, drunk driving, theft, illegal drug use, etc.;
- d. Must be fully literate in the English language (i.e. be able to read, write, speak, and understand clearly). All personnel shall be capable of properly writing reports and maintaining a daily activity log. Oral command of English must be sufficient to permit full and effective communication even in times of stress
- e. Must acquire, keep active and possess at all times while on duty all technical licenses and permits required by law for employment as a security officer; and
- f. Must meet the following requirements regarding professional behavior and ability:
 - i. Ability to meet and deal tactfully with police and fire department personnel, City employees and the general public; ability to understand, explain, interpret, and apply rules, regulations, directives and procedures in a tactful manner;
 - ii. Possess poise, self-confidence and an ability to make sound decisions and react quickly under stressful situations;
 - iii. Ability to prepare clear and concise reports;
 - iv. Ability to learn and adapt to changing situations; and
 - v. Ability to accept and respond to instruction and direction.

Security Supervisor

Security Supervisors must meet all eligibility criteria applicable to the Security Officer classification. They must also demonstrate the ability to provide direction and guidance to subordinate personnel.

5.6 Required Documentation

All personnel performing under the Contract must possess and keep current as required all appropriate cards, certificates and licenses, including, but not limited to the following:

- a. California Department of Consumer Affairs Guard Card; and
- b. Valid California Driver's License (if operating a motor vehicle)

Items a, b, and c must be on officer's person at all times while on duty.

5.7 Post Orders

The Contractor shall provide "post orders" to guide the performance of its security personnel on City facilities. These post orders shall be prepared in consultation with the City Representative and shall be subject to regular inspection.

Post orders define the basic work to be performed by Contract security personnel at a specific site or sector. Post orders are prepared by the Contractor's Project Manager in consultation with the City Representative. Post orders shall include, but are not limited to:

1. Facility information (e.g. construction hours, chain of command);
2. Facility rules and regulations;
3. Operation of equipment;
4. Vehicular traffic control;
5. Access control procedures;

6. Emergency and critical incident response procedures; and
7. Security/fire control alarm systems.

Although post orders are important guidelines, direction from police, fire, and emergency authorities, as well as the City's general orders, take precedence.

Post orders shall be written and contain complete duty instructions for staffing the City-owned properties at 10024 Valley Boulevard, El Monte, CA 91731 and 10038 Valley Boulevard, El Monte, CA 91731, including provisions for handling critical incidents (emergency procedures). All Contract personnel shall have access to these post orders at all times while on duty. All Contract security personnel are responsible for knowing the location of these written post orders and shall be familiar with their contents. Security supervisors shall have a comprehensive set of all post orders in their possession or immediately accessible at all times while on duty.

5.8 Physical Demands

The work requires frequent and prolonged walking, frequent climbing of stairs, standing, sitting, and some running. Rarely, security personnel may be required to subdue violent or potentially violent people. Accordingly, stamina in all of its form (physical, mental, climate-related, etc.) is a basic physical requirement of this position. Any individual, who cannot meet the requirements of this position, including inability discovered through on the job performance, will not be qualified to work under the Contract and will be removed immediately from service if necessary.

5.9 Training Requirements

The Contractor is required to ensure that all field personnel receive training in order that the City is assured that said personnel are capable of assuming the responsibilities of their assignments. The Contractor shall include a description of a developed employee training plan that incorporates the above requirements.

5.10 Equipment for City Service

Personnel

The Contractor is required to provide all personnel with the equipment necessary to perform the requirements of the Contract. Minimum uniform equipment shall include: handcuffs (Smith & Wesson or Peerless); a two-way radio to communicate between sites; a cellular telephone; a Sam Brown equipment belt, or approved equal; and a visible name tag.

Uniform equipment and badges/patches shall not be similar in style or appearance to those worn by any law enforcement agency that operates in the service area where the security personnel or security supervisor is assigned.

Additionally, all individual officers shall have the following equipment in their possession at all times when on duty for service:

1. Flashlight (2-cell minimum/3-cell maximum);
2. Safety (orange/reflective) vest; and
3. CPR pocket mask.

At any and all times while in City service, all security personnel and supervisors are required to wear a complete uniform and to be fully equipped.

Vehicle

Security personnel are required to have a response vehicle accessible at all times. All vehicle costs and the vehicle themselves shall be provided by the Contractor.

Also, all contract response vehicles shall be equipped with the following equipment:

1. Heavy duty/rechargeable flashlight;
2. First aid kit;
3. Blanket;
4. Fire Extinguisher; and
5. Radio (optional).

5.11 Prohibited Equipment

Security personnel shall **not** be permitted to carry or possess any unauthorized equipment such as firearms, knives, batons, Tasers, chemical agents, concealed weapons, personal radios, televisions, computer games or any other items not specifically approved in the Contract.

5.12 Maintenance of Uniforms & Equipment

The Contractor is responsible for assuring that all security personnel maintain a clean and neat appearance in accordance with the Contractor's standards, up to and including responsibility for maintenance and replacement of uniforms as necessary. Likewise, it is expected that all equipment shall be kept clean, well-maintained, and in safe operating conditions at all times, free from defects or wear that may in any manner constitute a hazard to any person or persons on City property.

5.13 Radio & Communication Equipment

The Contractor shall provide and maintain the following communications equipment:

1. A radio system and cellular telephones for all Security Supervisors and personnel; and
2. Internet service with email capability and a facsimile (FAX) machine in the office of the Project Manager.

The Contractor will provide a centralized dispatch service staffed during work hours.

5.14 System Quality

Radio communications among system users is expected to be strong and clear at all times, both transmitting and receiving. The Contractor shall be solely responsible for providing and maintaining required system quality throughout its portion of the City service area. The initial and continued integrity of the capability is subject to ongoing inspection by the City Representative. Where radio coverage is not adequate, cellular telephone use shall be substituted.

5.15 Performance Requirements & Verification

Contractor Responsibility

The Contractor shall be responsible for maintaining satisfactory standards of employee

competency, conduct, appearance, and integrity as required and set forth in the Contract with the City. The Contractor shall likewise be responsible for disciplining Contract personnel as necessary to ensure such performance.

Monthly Progress Reports

A monthly progress report will be provided by the Contractor detailing incident reports, actions, and information requested by the City at the end of each billing period. The report will be categorized, and reporting shall be done by incident and by site/location. Additionally, the report shall include daily activity reports submitted by security officers detailing dates, times, and locations of patrol and shall be submitted with each four-week invoice in accordance with Section 5.24.

Alcohol and Drug Policy

The Contractor must present City with a comprehensive Alcohol and Drug Testing Policy. Proof of a negative drug screen within the last 30 days is required for all employees.

City Verifications and Inspections

It shall be the responsibility and prerogative of the City to inspect, investigate, conduct inquiries into, supervise, and otherwise direct the activities of any and all personnel providing service under the Contract. Such activities will be conducted on a regular, periodic basis, either announced or unannounced by the City Representative, or his/her designee. The Contractor shall only participate in activities approved by the City Representative. If the Contractor is given direction to participate in activities by any other person other than the City Representative, this request needs to be reported to the City Representative immediately.

5.16 Additional Contractor Requirements / Information

The Contractor must also be able to meet the requirements listed below prior to commencing service:

1. Licensed to do business in the State of California.
2. Licensed to do business in the City of El Monte.
3. California Department of Consumer Affairs Guard Card
4. Provide security personnel who can speak and write in English and who are able to complete routine logs and accurate incident reports.
5. Provide the City with trained, qualified security officers and supervisors who are able to project a positive professional appearance and demeanor and assist the public under demanding conditions while remaining professional, courteous, and tactful.
6. Provide one (1) uniformed guard at 10024 Valley Boulevard, El Monte, CA 91731 and one (1) uniformed guard at 10038 Valley Boulevard, El Monte, CA 91731 possessing all required certifications for 24 hours a day, seven days per week, including holidays.
7. Provide personnel with all necessary equipment, transportation, training, and supervision.
8. Develop and follow an approved relief schedule for all posts.
9. Have a 24-hour staff capability.
10. Provide personnel with handheld two-way radios or other approved communication

- equipment as specified in this Scope of Services.
11. Provide personnel who have completed the requirements mandated by the California Department of Consumer Affairs for certification
 12. Provide patrolling security supervisors to monitor the Contract.
 13. Provide personnel of the highest caliber who meet the standards demanded in this Scope of services.
 14. Be willing to provide remedial officer training or counseling as required or remove deficient personnel from City service, as requested by the City Representative.
 15. Participate in liaison/coordination meetings with City personnel and El Monte Police Department personnel, as needed.
 16. Comply at all times with the terms and conditions of the Contract, including the specific insurance requirements.

5.17 Relief for Absenteeism and Vacation

The Contractor shall provide relief personnel as necessary and work overtime as necessary at no cost to the City to ensure that the security guard services are performed as required.

If the Security Officer(s) is absent or late, the Contractor shall provide for each vacant position a competent replacement that has the authority to carry out the terms and provisions of the Contract.

5.18 Organization Chart

The Contractor shall prepare and maintain on file at the site of the work an updated organization chart showing assigned work areas of each employee performing services under the Contract. The Contractor shall provide the City Representative with an up-to-date copy of the organizational chart upon request or whenever a change is made.

5.19 Workforce Stability

The Contractor shall include a description of a developed employee retention and motivation program. The Contractor shall explain in detail the policies and procedures in place for employee discipline, employee development, and employee retention. Also to be included is a description of the workforce (years of experience, training, date of last review, job rating, and proficiency).

The City requires that the Contractor be able to show workforce continuity and stability, as well as job familiarity among its present employees.

5.20 Labor Activity

The Contractor shall be responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for all of the disputes between itself and its employees or any union representing such employees. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, the Contractor shall immediately give written notice thereof to the City. No union meetings are permitted on City property.

If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity that is directed against the Contractor results in the curtailment or discontinuation of Services provided under the Contract, the City shall have the right during said period to employ any means legally permissible to secure the performance of the Services.

5.21 Compensation for Citywide Security Guard Services

Payment will be made to the Contractor for security guard services after approval of each four-week invoice, based upon satisfactory completion of each week's Services. The price for security guard services shall not exceed the maximum amount shown on all SCHEDULES for these Services, unless changes in the Services provided are made and approved in advance by the City. Payment for security guard services will be made in conformance with the FORMULA FOR COMPUTING WEEKLY SERVICE CHARGE BY CONTRACTOR shown in the COST PROPOSAL. The City reserves the right to make increases and decreases in the security guard services as it sees fit.

5.22 Compensation Escalation for Additional Contract Terms

In the event the City elects to exercise any of its options to extend the Contract beyond its initial four month term, the rates in all Schedules may not be adjusted for the first 12 months of the contract.

5.23 Non-performance of services/liquidated damages for Citywide Security Guard Services

In the event of non-performance of Security guard services by the Contractor, the City Representative shall have the right to exercise one of the following options:

The Contractor shall correct such item of non-performance within 24 hours upon notification by the City, and the City shall make no deductions for such item of non-performance.

The City shall correct the item of non-performance by using another contractor, or by any means it deems necessary and reasonable. Direct cost incurred by the City for the correction of the item of non-performance, including a reasonable amount for the cost of the time of the employees of the City involved in such correction, shall be deducted from payments made to the Contractor. The City shall allow the non-performance to remain uncorrected and shall make a deduction from payments to the Contractor in accordance with the following paragraphs in this section.

Repeated instances of non-performance by the Contractor may result in a verbal warning from the City. After two verbal warnings, a written warning will be given. In the event the non-performance continues, additional written warnings will be issued. If the Contractor receives three written warnings within a three-month period, the City will assess \$2,000 in liquidated damages*. Each subsequent written warning will carry a cost for liquidated damages* in the amount of \$3,000 per offense. The dollar amount assessed for liquidated damages* will be subtracted from the amount due on the invoice immediately following written notification of non-performance. Warnings will be assessed over the entire Contract regardless of location on an annual basis. Continued incidences of non-performance may result in the Contract being terminated for cause by the City. Examples of non-performance of security guard services include, but are not limited to:

- Security Officers not reporting to posts during hours specified in approved schedules;
- Security Officers not being alert or awake during work hours;
- Not submitting monthly progress reports in a timely manner;
- The Contractor's employees not wearing uniforms with identification while providing security guard services on City property;

- Leaving the premises before allotted work schedule ends;
- Loss of a building key, or any other entry device;
- Allowing unauthorized access to the site;
- Unauthorized use of the building;and
- Damaging equipment on the properties.

Such incidents of non-performance will be considered unresponsive and unacceptable.

*Execution of the Contract shall constitute agreement by the City of El Monte and the Contractor that this represents the minimum value of the costs and actual damage caused by the failure of the Contractor to meet performance requirements. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due by the Contractor if such non-performance occurs.

5.24 Statements & Invoices

The Contractor shall submit invoices in duplicate, once monthly or as services are completed.

Properly documented and substantiated invoices shall be payable *net* thirty (30) days. Those invoices not acceptable to the City Representative shall be returned to the Contractor for correction and subsequent resubmittal for payment.

The Contractor shall submit, with the invoices, certified time records for verification of the weekly statements.

5.25 Service Locations

The Contractor shall provide services, in accordance with specifications, to the following City-owned properties:

FACILITY NAME	ADDRESS
Formerly Budget Inn Motel	10038 Valley Boulevard
Formerly M Motel	10024 Valley Boulevard

5.26 Area Assignments

The Contractor shall assign its employees to areas of work for performance of security guard services in accordance with the area assignments as defined in the specifications section of the Contract.

The Contractor shall ensure that each employee is in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift and will remain in their work area during the entire work shift except for the break periods described below.

All service workers of the Contractor performing the Services shall be paid by the Contractor and take for each four hours worked, a break of fifteen minutes from the time of discontinuing performance of the Services until the time of resuming performance of the Services. Such break times will take place at times scheduled by the Contractor and approved by the City Representative.

5.27 Changes to Contract Documents

Any changes, additions, deletions, or modifications of any type to the Agreement or General Conditions shall be made only by written Amendment and signed by the Contractor and the City.

The City may from time to time, without invalidating the Contract, modify the Contract by adding, deleting, or changing any one or all of the following areas to the Contract: security guard services, special conditions, and/or specifications. All such changes shall be ordered by means of a written change order. Any changes in the compensation to the Contractor resulting from such change orders shall be agreed upon by the City and the Contractor.

5.28 Contractor's Access

Access routes, entrance gates, or doors, parking, and storage areas, etc. and any imposed time limitations on the Contractor shall be designated by the City Representative. The Contractor shall conduct its operations in strict observation of the access routes and other areas established as described above. The Contractor shall ensure that under no circumstances shall any of the employees of the Contractor enter or move upon any area not authorized by the City Representative for access by the Contractor.

The City shall give the Contractor's personnel reasonable access to the areas where the Services are to be performed to the extent necessary or appropriate for the performance of the Services subject, however, to the City's safety rules and regulations. The City shall arrange for access to buildings, including the provision of keys, as required by the Contractor to perform Services in accordance with Section 5.3.

5.29 Disclosure of Information

The Contractor agrees that it will not during or after the term of the Contract disclose any proprietary information or confidential business information of the City, including, but not limited to, its costs, charges, operating procedures, and methods of doing business to any person, firm, corporation, association or other entity or to the general public for any reason or purpose whatsoever without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.

The Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mentioning or implying the name of the City, its subsidiaries or affiliated companies or their respective personnel, without the prior written consent of the City.

5.30 Key Control

The Contractor shall adequately secure the keys, other entry devices and codes provided by the City. The Contractor shall maintain a record of the key numbers issued to its employees.

The Contractor shall immediately report any such item that becomes lost, missing, or stolen to the City Representative. Should the Contractor lose or have gotten stolen any keys, other entry devices or entry codes issued to the Contractor by the City, the cost of changing locks, keys, other devices or entry codes to buildings, rooms or areas accessible by the lost or stolen keys will

be deducted from the Contractor's invoice to the City for the Services performed under the Contract.

The Contractor shall physically present all keys, and other entry devices for verification upon request of the City Representative.

Loss of a building key or any other entry device supplied to the Contractor may result in a verbal warning, and liquidated damages being assessed. The City reserves the right to charge the Contractor to recover costs in rectifying any loss of keys, or any other entry device.

5.31 Performance of the Services

The Contractor shall be responsible for the complete and timely performance of all the Services under the Contract and for all manner and type of tools, equipment, supplies, and materials of every description required to successfully perform all Services under the Contract.

5.32 Contract Documents

Specifications showing general outlines and details necessary for a comprehensive understanding of the Services form a part of the Contract. All Services under the Contract shall be performed in all respects in strict compliance with the requirements of these specifications.

The specifications and all other provisions of the Contract are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all.

The Contractor will be supplied with two (2) copies of the Contract. The Contractor shall have available at the office space in the lobby area provided by the City at all times one (1) copy of the Contract.

5.33 Security & Identification

The Contractor shall take all measures necessary to comply, and to ensure the employees of the Contractor comply, with the rules and regulations of the City and all applicable Federal, State and local rules, laws, and regulations.

The Contractor shall ensure that employees serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on the City's premises or during work hours, or in any manner when to do so would in any way affect the performance of the Services, and shall not use alcohol on the City's premises nor preceding their work shift when to do so would in any way affect the performance of the Services.

Because the Contractor's employees may have access to secured facilities while performing the Services under the Contract, the Contractor shall provide written certification that each employee has no records of criminal convictions other than minor traffic violations. The Contractor, upon request by the City Representative, shall provide written certification of the items contained in the above paragraphs as well as any other information developed in the course of the Contractor's investigation of each employee.

Additionally, the Contractor shall attest in writing that a background check to the extent allowed by law has been conducted on each employee within four (4) weeks of initial employment.

Information revealed may result in the employee in question being removed from performance under the Contract.

The City shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the Services. The Contractor shall furnish in writing such information to the extent allowed by law within 30 calendar days after receipt of written request from the City Representative. The City reserves the right to conduct its own investigation of any employee of the Contractor.

The Contractor is responsible to ensure that all of its employees performing hereunder are competent, orderly, and professional at all times. If any employee of the Contractor, in the opinion of the City, is not performing the Services in a proper manner, or is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with rules and regulations of the City, the City shall bring such complaints or concerns to the attention of the Contractor and the Contractor agrees to remedy any such complaint or concern in a timely manner. Until such time as the Contractor remedies any complaint or concern regarding its employees, the City Representative reserves the right to have such employee removed from its premises and access restricted. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the Contractor. The Contractor shall at all times remain responsible for the control of, and disciplinary action against its own employees. Additionally, the Contractor shall keep time records for each of its employees of hours actually worked.

The Contractor shall ensure that lost, or apparently lost articles, that are found by the Contractor's employees be turned in immediately to the City Representative or to the City Representative's designated representative.

Upon termination or transfer of any employee of the Contractor, the Contractor shall immediately notify the City Representative in writing of such termination or transfer, and shall immediately obtain and void all identification badges, keys, or other items that would allow the terminated or transferred employee to gain access to any of City of El Monte facility or property.

The Contractor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, telephones, storage containers, desks, etc. or entering into any areas unless required in the performance of the Services.

The Contractor shall establish, implement, and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the Contract and all site rules and practices of the City.

Failure to comply with items in this section may result in a warning for non-performance.

5.36 Soliciting

The Contractor shall not provide and shall not solicit any Services in the facilities or on the properties of the City other than that which is defined in the Contract. The Contractor shall establish, implement, and maintain procedures and controls adequate to prevent its employees from providing any services other than that which is defined in the Contract or soliciting or

accepting any gratuities in the facilities of the City.

6) RFP Inquiries and Addenda

For inquiries regarding this RFP, please contact Betty Donovanik, Director of Community and Economic Development Department, via electronic mail at bdonavanik@elmonteca.gov. Proposers must e-mail inquiries no later than **4:00 p.m. on June 22, 2021**. Inquiries received after that date and time will not be answered. Please include the following in the subject line of the e-mail: "Inquiry re: RFP for Citywide Security Services." Telephonic inquiries will not be accepted.

The City will issue any revisions to this RFP as addenda. The City will distribute addenda to all potential proposers and post addenda on the City's website. Proposers are responsible for receipt of all addenda. Therefore, each proposer should contact the City to verify that he or she has received all addenda issued, if any. The City's issuance of a written addendum is the only official method whereby the City will interpret, clarify, or provide additional information concerning this RFP. No oral revisions to any provision in this RFP shall be binding.

7) Anticipated Schedule

Milestone	Date
RFP Issued	June 15, 2021
Deadline for Inquiries	June 22, 2021
Deadline for Proposals	June 30, 2021
Award of Contract (tentative)	July 20, 2021
Start Date (tentative)	August 1, 2021

8) Evaluation Procedure

City staff will evaluate each proposal for completeness and content. License status and references will also be verified. The contract will be awarded to the lowest responsive and responsible bidder.

9) Professional Services Agreement

The City will identify the proposer that best meets the needs of the City and enter contract negotiations with that highest ranked firm. Should the City fail to reach agreement with the top ranked proposer, the City may enter negotiations with the next highest rated proposer, and so on. City staff will make a recommendation to the City Council for the award of the Contract to the proposer that best furthers the City's objectives.

The successful proposer will be expected to execute the Contract no more than seven (7) calendar days after City Council approval. A recommendation for Contract award will tentatively be presented to the City Council for consideration on July 20, 2021.

10) Insurance Requirements

The successful proposer shall secure all insurance required under the Contract and provide any necessary documentation to the City seven (7) calendar days subsequent to City Council approval.

11) Acceptance or Rejection of Proposal

The City reserves the right to accept, reject, or accept a portion of any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding as deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award the Contract as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate services and associated costs.

12) Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws related to proposals for contracts of this nature whether the same or expressly referred to herein or not. Any company submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the RFP, and other contract documents, and to full compliance therewith.

13) Discrepancies and Misunderstandings

Proposers must satisfy themselves by personal examination of the worksite, specifications, and other Contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the Services must be performed. No proposer will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of the City will be clarified by the City in writing to all proposers prior to the submission of the proposals.

Attachments:

Attachment A: Cost Proposal

Attachment B: City of El Monte Professional Services Agreement

ATTACHMENT A
COST PROPOSAL

2.1 Schedule A – MOTEL COMPLEX SECURITY GUARD SERVICES

BASE AMOUNT:

The quantities (number of labor hours, locations, etc.) contained in the RFP documents are approximate only and are for the sole purpose of comparing proposals.

Two unarmed, uniformed security guard shall be on duty at 10024 Valley Boulevard, El Monte, CA 91731 and 10038 Valley Boulevard, El Monte, CA 24 hours per day, seven days per week, including holidays.

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours
1	24	24	24	24	24	24	24	168
2	24	24	24	24	24	24	24	168
3	24	24	24	24	24	24	24	168
4	24	24	24	24	24	24	24	168
5	24	24	24	24	24	24	24	168

Item Number	Estimated Weekly Hours	Wages & Salaries	Unit Labor Charge Per Hour	Qty.	Total Hourly Labor Cost	Total Weekly Labor Cost
A-1	168	Unarmed, Uniformed Security Guard	\$	1	\$	\$

A-1 \$ _____ X 4.33 Weeks = \$ _____
 (Estimated Total Weekly Labor Cost) (Estimated Total Monthly Labor Cost)

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the proposer shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation.

ATTACHMENT B

**CITY OF EL MONTE PROFESSIONAL SERVICES
AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated August 1, 2021 (“Effective Date”) and is between the City of El Monte, a California municipal corporation (“City”) and [Contractor’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide security services at 10024 Valley Boulevard, El Monte, CA 91731 and 10038 Valley Boulevard, El Monte, CA 91731.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2021, unless sooner terminated as provided in Section 13 of this Agreement. The City may, upon mutual agreement, extend the contract on a month-to-month basis for not more than 12 months total. In no event shall this Agreement be extended beyond December 31, 2022.

2. Compensation.

A. Compensation. As full compensation for Contractor’s services provided under this Agreement, City shall pay Contractor a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be [Name], [Title] (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be "public works", Contractor shall comply in all respects with all applicable provisions of the California Labor Code.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

6. Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the performance of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

7. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all local and state conflict of interest statutes of the applicable to Contractor's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar

services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 8 into any subcontract that Contractor executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (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, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may 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 Subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 9 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. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their

officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts Not Limiting. Contractor's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall 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 City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. 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. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing services under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, 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.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

12. Records and Inspections. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. Contractor shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend for Cause. If Contractor violates any of the provisions of this Agreement or fails to properly provide the services required by this Agreement to the satisfaction of the City, the City shall provide to the Contractor a written Notice to Cure the specific deficiencies and shall allow a reasonable cure period of two (2) calendar days (unless another cure period is otherwise agreed to in writing by both parties) to cure and correct these deficiencies to the City's satisfaction. In the event Contractor fails to correct the deficiencies in the allotted cure period, the City shall have the right to terminate this Agreement with five (5) calendar days' written notice to the Contractor. The effective date of the termination of the Agreement pursuant to this subsection A shall be the date of receipt of the written notice of termination.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. 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.

14. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or

other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
City of El Monte
Department of Community and
Economic Development
Attn: Betty Donovanik
11333 Valley Blvd.
El Monte, California 91731

If to Contractor:

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third-Party Beneficiaries Intended. Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making

the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

25. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of El Monte.

27. Attorneys' Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

29. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of El Monte,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Griselda Contreras
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Name: Joaquin Vazquez
Title: Deputy City Attorney

Contractor:

[Contractor's Legal Name],
a [Legal Form of Entity]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A
APPROVED FEE SCHEDULE

EXHIBIT B
SCOPE OF SERVICES