

**CITY OF REDONDO BEACH
COMMUNITY SERVICES DEPARTMENT**

**Request for Proposals
#2122-002
For**

**Property Management and Maintenance Services
for the
Redondo Beach Transit Center**



**RFP Released: August 9, 2021
Proposals Due: September 22, 2021**

**Proposals Must Be Delivered To:
City of Redondo Beach - Purchasing
415 Diamond Street
Redondo Beach, CA 90277**

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Attachments

- 1 Transit Center Building Plan
- 2 Transit Center Site Plan
- 3 Depiction of Redondo Beach Gateway Public Art
- 4 Custodial Specifications for the RBTC

Documents Posted on BCT Website at www.beachcitiestransit.org

1. Proposal Questionnaire
2. Proposal Checklist
3. Addenda Acknowledgement
4. References
5. Proposed DBE Participation
6. Cost Proposal Form

ANNOUNCEMENT OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS #2122- 002 PROPERTY MANAGEMENT AND MAINTENANCE SERVICES FOR THE REDONDO BEACH TRANSIT CENTER

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced firms for the management and maintenance of the new Redondo Beach Transit Center (RBTC), expected to be completed on or about January 1, 2022, and commencing public operations on or about January 15, 2022. The RBTC will serve 5 transit operators as an intermodal transit facility for the South Bay region and may be a future Metro Rail station by 2028. The facility also provides public bathrooms, a driver lounge area, transit office and a police department substation.

City will administer and oversee the Transit Center and provide security, sweeping and all utilities as described in RFP Section 4.1. As described in RFP Section 4.2 and 4.3, the selected Contractor shall provide all labor, supervision, technical support, administration, oversight, quality control, equipment, supplies and materials in a professional and timely manner to maintain the Transit Center in a clean, attractive, safe and welcoming manner.

The base term of the contract shall be approximately three years and 6 months beginning about January 1, 2022, and ending June 30, 2025. Upon completion of the base term, City may extend the contract for two, one-year option periods at its sole discretion. Compensation for each year of this option may increase no more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

Proposals will be received by the City Clerk of the City of Redondo Beach, 415 Diamond Street, Door 1, Redondo Beach, California, until 2:00 p.m. PDT on September 22, 2021.

An optional online virtual pre-proposal conference is scheduled for 1:30 p.m. PDT, Wednesday, August 25, 2021, using Microsoft Teams. Proposers should contact the City at bct@redondo.org by August 20, 2021, if they intend to attend the meeting. Please save the pre-proposal conference date in your calendars. Responding individuals will be emailed a Microsoft Teams invitation to participate in the Pre-Proposal Conference no later than 5:00 p.m. Monday, August 23, 2021.

Proposals received after specified date and time will be considered late and returned to the proposer unopened. Each proposal shall include the forms provided in the RFP,

and shall be submitted complete, in accordance with the RFP instructions in a sealed package with the proposal number and the name and address of the proposer appearing on the outside of the package. Proposals submitted by telephone, fax, or electronic mail will not be accepted. The City of Redondo Beach reserves the right to reject any and all proposals received and, to the extent permitted by law, to waive any irregularities in any proposal.

RFP and Proposal documents may be obtained from the Community Services Department, at the City's website at www.beachciestransit.org. The deadline for submission of questions regarding this RFP is 3:00 p.m. PDT Tuesday, September 7, 2021. The deadline for submitting proposals is Wednesday, September 22, 2021, at 2:00 p.m. PDT. Please direct all questions and requests for clarification to Joyce Rooney, Transit Manager by email at bct@redondo.org, or facsimile copy to (310) 798-8273.

SECTION 1 INTRODUCTION, BACKGROUND AND SUMMARY OF SERVICES

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced firms for the management and maintenance of the Redondo Beach Transit Center commencing on or about January 1, 2022.

1.1 CITY OF REDONDO BEACH

Redondo Beach is a full-service city with its own police, fire and public works departments, two public libraries, a performing arts center, fifteen parks, thirteen parkettes, a large recreational and commercial harbor including King Harbor, a 1,400-slip private craft port; the Redondo Beach Pier and Seaside Lagoon; and public beaches.

Located in the coastal edge of Los Angeles County, just twenty miles from downtown Los Angeles and seven miles south of Los Angeles International Airport, Redondo Beach has been a preferred resort destination for more than a century and one of the most desirable areas to live in the country. The City's population has been slowly, but steadily growing in the past few years. The 2020 Census reports a total population of 67,423.

Significant concentrations of employment and retail activity include the northern industrial complex anchored by the Northrop Grumman Corporation campus; the Harbor/Pier area; the South Bay Galleria - a regional mall anchoring the east end of the city; and an eclectic mix of specialty shops, restaurants and services known as the Riviera Village area in the south end of the city.

1.2 REDONDO BEACH TRANSIT CENTER

The new Redondo Beach Transit Center (RBTC) is under construction, with the anticipated opening date in early January 2022. The new transit center is located at 1521 Kingsdale Avenue (directly south of the Target). The entire site is approximately 6.5 acres in size. The RBTC will serve 5 transit operators as an intermodal transit facility for the South Bay region and may be a future Metro Rail station by 2028.

RBTC amenities include 12 bus bays, a passenger waiting area, a ticket vending machine, real-time arrival monitors, a driver operator lounge, security offices, public and private restrooms, bicycle facilities, and public art. The facility includes a public parking lot with 320 parking spaces, EV charging, and a drop-off kiss and ride lot with 13 parking spaces. Blue phones will be at various locations, and security cameras will monitor all areas of the facility. Regional and Local transit operators serving the transit center are Metro, Beach Cities Transit, Torrance Transit, GTrans, and the Lawndale Beat. Transit services will operate seven days a week, with Metro routes leaving and

arriving between 5 a.m. and 12:30 a.m. Beach Cities Transit, Torrance Transit, GTrans, and the Lawndale Beat operate daily services between 6 a.m. and 9 p.m.

The Transit Center Building Plan and Transit Center Site Plan appear as Attachments 1 and 2 to this RFP document.

SECTION 2 PROCUREMENT PROCESS AND SCHEDULE

The City of Redondo Beach (City) is soliciting a Request for Proposals (RFP) from qualified firms for the management and maintenance of the Redondo Beach Transit Center commencing on or about January 1, 2022. The City seeks proposals for a contract with a Base Term of three (3) years and 6 months with two (2) one-year extensions at the sole discretion of the City. Due to uncertainty regarding the completion date of construction on the Redondo Beach Transit Center, the City may, upon 2 weeks' written notice, adjust the start date of services under this contract up to two (2) weeks earlier or up to eight (8) later than January 1, 2022.

All proposals will be for the complete management and maintenance of the Redondo Beach Transit Center so that nothing remains to be purchased, provided or supplied by the City, other than as noted within the provisions of this RFP.

Proposals will be delivered and addressed to:

**City of Redondo Beach – City Clerk
415 Diamond Street, Door 1
Redondo Beach, CA 90277
Attention: Redondo Beach Transit Center
Property Management and Maintenance Services Proposal #2122-002**

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the submittal deadline will be returned unopened.

Proposals shall be submitted in three-ring binders and must include one original, seven (7) copies and one electronic copy on flash drive. The total proposal packet must be sealed and clearly marked on the outside:

**City of Redondo Beach
Redondo Beach Transit Center
Property Management and Maintenance Services Proposal #2122-002**

Proposals will not be opened publicly and the City will endeavor to keep the proposals confidential until a preferred proposer is recommended to the City Council.

2.1 SCHEDULE

Note that all times specified are Pacific Daylight Time.

Request for Proposals Issued	August 9, 2021
Pre-proposal Conference	1:30 p.m. Wed, Aug 25
Deadline for Submission of Questions	3:00 p.m. Tues, Sep 7
Final Addenda and Answers Issued	Thurs, Sep 9
PROPOSALS DUE	2:00 p.m. Wed, September 22
Evaluation Period	Sep 22 - Oct 28
Interviews	Wed, October 13
Contract Award	Tue, November 16
START OF SERVICE	January 1, 2022**

**Due to uncertainty regarding the completion date of construction on the Redondo Beach Transit Center, the City may, upon 2 weeks' written notice, adjust the start date of services under this contract up to two (2) weeks earlier or up to eight (8) later than January 1, 2022.

2.2 PRE-PROPOSAL CONFERENCE

An optional online virtual pre-proposal conference is scheduled for 1:30 p.m. PDT, Wednesday, August 25, 2021, using Microsoft Teams. Proposers should contact the City at bct@redondo.org by August 20, 2021, if they intend to attend the meeting. Please save the pre-proposal conference date in your calendars. Responding individuals will be emailed a Microsoft Teams invitation to participate in the Pre-Proposal Conference no later than 5:00 p.m. Monday, August 23, 2021.

2.3 WRITTEN QUESTIONS

Proposers must submit ALL questions and requests for clarification or additional information regarding the meaning or intent of this RFP in writing via e-mail no later than 3:00 PM on Tuesday, September 7, 2021, to:

BCT RFP #2122-002
City of Redondo Beach
Community Services Department
1922 Artesia Blvd.
Redondo Beach CA 90278
Attention: RBTC Property Management and Maintenance Services RFP
Email: bct@redondo.org
Facsimile: (310) 798-8273

The City will not respond to questions received after the deadline. Responses to the questions will be posted on-line at www.beachcitiestransit.org and emailed. All

communication regarding this RFP between the City and proposers will be documented and distributed simultaneously to all proposers.

Proposers downloading the RFP and related documents from the City's website should email bct@redondo.org to register their interest in receiving responses to questions and other updates.

2.4 SOLE POINT OF CONTACT

Proposers must direct all questions, clarifications, requests for information, etc. regarding the RFP in writing to the bct@redondo.org email address, attention Joyce Rooney. Proposers may not contact other City officials or staff regarding this RFP.

2.5 TECHNICAL PROPOSAL FORMAT

- A. The Technical Proposal limit is 20 pages. The proposer may choose to allocate pages between any of the criteria as long as the proposal does not exceed 20 pages. If a proposer submits a proposal exceeding this limit, the City of Redondo Beach will consider the pages up to the allowable number and discard all subsequent pages.
- B. The following are excluded from the page count:
 - a. Title Page
 - b. Table of Contents
 - c. Letter of Transmittal [maximum 2 pages]
 - d. Tabs or Indices
 - e. Additional lists of references
 - f. Resume/background information [please restrict to a maximum of three (3) pages per individual]
 - g. Required forms as listed in Section 5, Required Forms.
- C. "One page" is defined as one side of a single 8-½ x 11" page, with 11 point minimum for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, table, graphics, charts, resumes, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

2.6 TECHNICAL PROPOSAL CONTENT

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the

proposal will meet the City's requirements. Each technical proposal must be specific, detailed and complete as to clearly and fully demonstrate that the proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or attest that "standard procedures will be employed" are inadequate to demonstrate how the proposer will comply with the requirements of this procurement.

B. To achieve a uniform review process and obtain the maximum degree of compatibility, proposals must be organized as follows:

1. Title Page

Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of the contact person, telephone number(s), email address, facsimile number and date.

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

The letter should be addressed to City's Transit Manager, Joyce Rooney and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

- a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable.
- c. Acknowledgement of receipt of RFP addenda, if any.
- d. Name, title, address, telephone number and email address of the contact person for this project.
- e. Signature of a person authorized to bind the proposing firm to the terms of the proposal.

- f. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

4. Required Forms

Include completed Forms 1 through 5.

5. Key Personnel Experience and Qualifications

- a. This section should demonstrate the proposer's experience, skills and qualifications of the Project Manager and other key personnel in the implementation of property management and maintenance services and in meeting client goals, objectives and schedules.
- b. Provide a detailed list of buildings managed in the last (5) five years, their respective rentable square feet, and the name of the property owner for whom the property is managed.
- c. Provide an explanation of why the Contractor is best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the Building Manager meets or exceeds the requirements of this RFP.
- d. Submit a business plan, schedule of proposed deliverables, and project management system for this project using methodologies that have been successfully employed in other engagements of similar size and complexity. The plan should include, in the Contractor's own words, their understanding of the issues and of the project at hand. Contractors are required to present a detailed description of the methodology to be used by it in achieving the objectives of the project and accomplishing the tasks described in the Scope of Services with separate and specific reference to each subsection.

6. Program Management

- a. This section should demonstrate the experience, skills and qualifications of key personnel and staff to perform the required services. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule.
- b. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other

technical or support staff and the reporting relationships between on-site staff and other firm management staff, if applicable.

- c. Define and identify the proposed key on-site project staff. Provide resumes and references for all key staff. Indicate whether each has worked in property management situations similar to what is requested in the RFP and in what capacity they served at these other operations.

7. Project Approach

- a. This section should describe how the Contractor will carry out the property management responsibilities detailed herein so as to achieve or exceed the City's expectations.
- b. Provide a projected Work Plan for the conduct of regular Transit Center cleaning, janitorial and scheduled maintenance as well as an inspection schedule to identify any systems, components, or Transit Center components that require repair, replacement or attention by qualified third parties.
- c. Identify all subcontractors that will be used for providing required services and for on-call services and trades as required.
- d. Describe and provide a timeline for the implementation of property management responsibilities at the RBTC based on a contract start date of November 15 and a commencement of public services on December 1, 2021.

8. Cost Proposal

Include the Cost Proposal forms included herein as Form 6. Clearly explain any added cost elements or on-call services/trades.

9. Financial Condition of the Firm.

In this section the proposer must provide information demonstrating that proposer has the necessary financial resources to perform the contract in a satisfactory manner. The proposer is required to permit the City to inspect and examine its financial statements. The Proposer shall submit two (2) years of its most recent audited financial statements.

10. Subcontractor Utilization Plan. For each anticipated subcontract, provide:

- a. Subcontractor's name, address, and telephone number including the name, title and telephone number of the contact person.
- b. DBE category, if applicable.

- c. Type(s) of goods or services to be provided.
- d. Estimated value of subcontract.
- e. The following signed and dated certification statement: "I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to the City of Redondo Beach upon request."

11. Exceptions Omissions and Form of Contract

- a. Exceptions. **Note that any objections, changes, modifications or exceptions to the Professional Services Agreement contained in Section 5 of this RFP shall be stated in Offeror's proposal in order to be considered by City.**
- b. Omissions. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The proposer should clearly identify any omissions to the requirements set forth in the RFP.
- c. Sample Contract and Conditions. In addition to carefully reading all of the information in the RFP, the proposer must carefully read and review the sample Professional Services Agreement contained in Section 5 of this RFP. The successful proposer will be required to enter into a contract with the City, which will be substantially similar to the sample provided. Therefore, the proposer must submit any proposed changes to the sample contract with the proposal. Any requested changes must be clearly identified along with the page(s) on which the change(s) appear. The proposer must also provide the rationale for any requested changes. If no changes are made, the proposer will be deemed to have accepted the sample contract. If the proposer request changes, such requests may be considered in any negotiations with the City. Failure to reach an agreement may result in the City pursuing negotiations with the second ranked proposer.

12. Disclosure of Investigations/Actions.

Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If proposer has ever failed to complete any awarded work please explain. If proposer has ever been terminated from a contract, please explain.

2.7 TECHNICAL PROPOSAL EVALUATION CRITERIA

Each proposal will be evaluated and ranked by the evaluation committee. Factors to be considered, and the corresponding weight for each, are shown in Exhibit 1.

The evaluation committee may also contact and evaluate a proposer's and subcontractor's references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect.

2.8 PRESENTATIONS/INTERVIEWS/WRITTEN RESPONSES

Each proposal will be evaluated and ranked by the evaluation committee. Factors to be considered are as listed in Exhibit 1.

The evaluation committee may also contact and evaluate a proposer's and subcontractor's references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The evaluation committee, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer(s).

After evaluation of the proposal and discussion with selected proposers or recommended contractor, the City reserves the right to further negotiate the proposed work scope and/or method and cost.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the proposal criteria in Exhibit 1; results of background and reference checks; results from the interviews and presentation phase; and proposed cost.

Contract award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with other proposers or withdraw the RFP.

Exhibit 1, Evaluation Criteria

Evaluation Criteria	Points
Project Approach Proposals will be evaluated on the quality, clarity and completeness of their approach and methodology for performing the requirements of this RFP as well as their demonstrated understanding of the applicable issues and requirements for building management as the specific requirements of the RBTC.	40
Experience and Technical Competence Proposals will be evaluated in terms of demonstrated experience in similar projects, current client references and contract status, past contracts and reasons for separation/termination.	25
Cost Proposal Evaluation of the submitted Cost Proposal will assess its completeness in terms of specific cost elements and appropriateness in relation to the work to be done. Cost Proposals will be compared and contrasted against those of other proposing firms and other similar City contracts.	20
Qualifications of Key Personnel Qualifications and experience of the assigned Project Manager and other named personnel assigned to this project.	15
Total Possible Points	100

2.9 ACCEPTANCE PERIOD

All proposals must include a statement that proposals are valid for 180 days after the RFP submission deadline.

2.10 AUTHORIZED SIGNATURES

Every proposal must be signed by the person or persons legally authorized to bind the proposer to a contract. Upon request of the City, the corporation or other entity will provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

2.11 PROTESTS

Protests regarding any aspect of this Request For Proposals, the solicitation process, or the proposed award of a contract must be submitted in accordance with the following procedures.

A. Types of Protests

There are three basic types of protests, based on the time in the procurement cycle when they occur. Differences in the protest process between these three types, if any, are noted.

1. Pre-bid or Solicitation Phase Protest is received prior to the bid opening or proposal due date. A Pre-bid Protest must be received by the City prior to the published time and date for receipt of proposals or bids following the content and submission procedures specified herein. Depending upon when the protest is received and the agency's review, the City may or may not delay the bid opening or proposal due date.
2. Pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract. A Pre-award Protest must be submitted to the City following the content and submission procedures specified herein within three (3) working days of the date the protester learned or should have learned of the basis of appeal. Pre-award Protests must be received by the City prior to the agency's formal action on the contract award. Depending upon when the protest is received and the agency's review, the City may or may not delay the contract award.
3. Post-award Protest is received after award of a contract. A Post-award Protest must be submitted to the City following the content and submission procedures specified herein within five (5) working days of the date the protester learned or should have learned of the basis of appeal.

B. Content and Submission of Protests

Protests must contain the following information:

- Description of the solicitation or contract and number;
- Name of protestor with address, contact individual, phone numbers and email addresses;
- Statement of the grounds for protest; and
- Statement of the proposed relief or remedy.

Protests must be submitted in writing email with hard-copy back-up, USPS, FedEx or other package delivery service, via facsimile copy, or hand-delivered to:

City of Redondo Beach
Community Services Department
Cameron Harding, Director
1922 Artesia Blvd.
Redondo Beach, CA 90278
FAX: (310) 798-8273
Email: bct@redondo.org

C. Evaluation and Decision on Protest

Upon receipt of a protest, the City of Redondo Beach will review the grounds for the protest and, within five (5) working days provide a written response addressing in detail each substantive issue raised in the protest. A copy of the protest and the City's decision will be transmitted to the protestor and to each firm or individual who has received a copy of the RFP or solicitation. The Director of the Community Services Department for the City of Redondo Beach is the responsible official for evaluation of protests and has the authority to make the final determination in matters of protest. With the exception of a reconsideration as noted below, the decision of the City of Redondo Beach will be final.

Should material information become available subsequent to the Community Services Director's decision on a protest or the protestor believes that an error has been made of law or regulation, the protestor may request reconsideration of that decision by formal notice to the Community Services Director within five (5) working days of the date of the original protest decision.

SECTION 3 COMPENSATION

3.1 CONTRACTOR COMPENSATION

City shall compensate Contractor on a monthly basis in arrears for performance of the services as specified in Section 4, Scope of Work, of this RFP. Contractor compensation shall be constituted as follows:

3.1.1 Fixed Fee

Contractor shall be paid a Fixed Fee for each Contract Period, payable in monthly installments, to cover the costs of performing those services set forth in Section 4, Scope of Work. Typically, Fixed Costs shall include, but are not limited to, the following cost elements: all salaries and wages and associated fringe benefits; overhead costs; uniforms; physicals and drug/alcohol tests; equipment and supplies; all capital, maintenance, operating and insurance costs of support vehicles, if any, report reproduction; and management fee.

The City will not pay for any travel time to or from the Redondo Beach Transit Center. Contractor shall estimate all travel time requirements and include such costs within their proposed Fixed Costs.

3.1.2 On-Call Costs and Expenses

Contractor will be reimbursed for costs and/or expenses related to On-Call services and trades which are incurred at the direction and approval of the City to perform property maintenance and repair services that are required on an as-needed or irregular timeframe. For On-Call maintenance services and trades, the Contractor will be paid at the rates specified in the Cost Proposal not to exceed the labor hours and materials in the Work Order approved in advance by the City, however, there is no guarantee as to the usage or quantity of On-Call services that may be required by the City.

For repairs and maintenance not anticipated in the Cost Proposal as an On-Call service, the reimbursable costs and expenses shall not exceed the Work Order approved in advance by the City or the usual and customary charges for such services imposed by property management agents managing similar properties in the same geographical area.

3.1.3 Pass-Through Costs

On a monthly basis, Contractor will also invoice City for reimbursement of certain out-of-contract facility or property management costs that Contractor has incurred at specific written direction of the City. City will only reimburse costs that are approved in writing prior to being incurred.

3.2 COMPENSATION IN OPTION PERIODS

In the event that the either or both of the two (2) one-year option periods is exercised by the City, Contractor compensation for each year of the option will be negotiated between the parties, but in no case shall that compensation increase no more than the annual increase in the Consumer Price Index for the State of California (Los Angeles-Riverside-Orange County statistical area) for the most recently reported calendar year.

3.3 COST PROPOSAL

Proposer's cost proposal and proposed allocation of contract resources must demonstrate an understanding of the Scope of Work requirements as described in this RFP and attachments thereto. Proposer shall submit its proposed annual costs for the services described herein using the following Cost Proposal Forms, which are posted on the BCT website www.beachcitiestransit.org as Microsoft Excel files to facilitate proposal preparation.

Proposers are requested not to change formulas and the pre-entered descriptions of cost elements but may add blank lines if additional cost categories are required.

**Form 6, Cost Proposal
Page 1, Proposal Form**

**CITY OF REDONDO BEACH
REDONDO BEACH TRANSIT CENTER
PROPERTY MANAGEMENT
Request for Proposal

FORM 6, COST PROPOSAL
Page 1: PROPOSAL FORM**

Proposing Firm: _____

This PROPOSAL FORM is to be used to submit the OFFEROR'S Cost Proposal for all work described in Section 4, Scope of Work and Section 5, Sample Agreement.

The OFFEROR'S Cost Proposal must consist of a Fixed Fee in accordance with Section 3, Cost Proposal, of the Request For Proposals. Such rates shall be proposed for each of the three (3) periods in the Base Term contemplated in this RFP, and shall be based on the number of months within each period, as stated below. The detailed budget breakdown included with this PROPOSAL FORM should be consistent with rates proposed.
OFFERORS shall not modify cost categories.

All cells below are automatically computed -- Do not overwrite formulas.

Price Proposal	Period 1	Period 2	Period 3
Months in Contract Period	18	12	12
 Fixed Monthly Rate	 \$0.00	 \$0.00	 \$0.00
 Proposed Total Cost For Period	 \$0.00	 \$0.00	 \$0.00
 Total Base Term Proposed Cost	 \$0.00		

Form 6, Cost Proposal

Page 2, Fixed Cost Detail

CITY OF REDONDO BEACH REDONDO BEACH TRANSIT CENTER PROPERTY MANAGEMENT

Request for Proposal

FORM 6, COST PROPOSAL PAGE 2: FIXED COST DETAIL

Proposing Firm: _____

Costs shown are to be the total fixed costs by category for that period

Fixed Cost Elements	Period 1	Period 2	Period 3
Months in Period	18	12	12
Project Management/Supervision Salary			
Project Management/Supervision Fringes			
Janitorial Staff Wages			
Janitorial Staff Fringe			
Landscaping Staff Wages			
Landscaping Staff Fringe			
Other Wages (specify)			
Other Fringes (specify)			
Hiring/Training Expenses			
Janitorial Materials & Supplies			
Equipment Costs			
Support Vehicle Capital Costs			
Support Vehicle Operating Costs			
Insurance			
Accounting			
Start-up Costs			
Other Expense (Specify)			
Overhead			
Management Fee/Profit			
Total Fixed Costs	\$0.00	\$0.00	\$0.00
Monthly Fixed Cost	\$0.00	\$0.00	\$0.00
(Total Fixed Costs /Months in Period)			

Note: Listing of typical cost items on this provided form does not require Contractor to provide this position, utility or service.

Form 6, Cost Proposal
Page 3, On-Call Rates

CITY OF REDONDO BEACH
REDONDO BEACH TRANSIT CENTER
PROPERTY MANAGEMENT

Request for Proposal

FORM 6, COST PROPOSAL PAGE 3: ON-CALL RATES
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Proposing Firm: _____

On-Call Services/Trades	Unit	Proposed Unit Rate for On-Call Service by Period		
		Period 1	Period 2	Period 3
Plumbing Services	Hour	<input type="text"/>	<input type="text"/>	<input type="text"/>
Painting	Hour	<input type="text"/>	<input type="text"/>	<input type="text"/>
General Handyman Services	Hour	<input type="text"/>	<input type="text"/>	<input type="text"/>
Locksmith	Hour	<input type="text"/>	<input type="text"/>	<input type="text"/>
Locksmith, Emergency Services	Hour	<input type="text"/>	<input type="text"/>	<input type="text"/>
Locksmith, Annual Rekeying	Project	<input type="text"/>	<input type="text"/>	<input type="text"/>
HVAC Services	Hour	<input type="text"/>	<input type="text"/>	<input type="text"/>
HVAC Emergency Services	Hour	<input type="text"/>	<input type="text"/>	<input type="text"/>
Graffiti Removal	Hour	<input type="text"/>	<input type="text"/>	<input type="text"/>
_____	_____	<input type="text"/>	<input type="text"/>	<input type="text"/>
_____	_____	<input type="text"/>	<input type="text"/>	<input type="text"/>
_____	_____	<input type="text"/>	<input type="text"/>	<input type="text"/>
_____	_____	<input type="text"/>	<input type="text"/>	<input type="text"/>

SECTION 4 SCOPE OF WORK

4.1 CITY RESPONSIBILITIES

The City of Redondo Beach shall provide the following with respect to the Redondo Beach Transit Center:

- A. Protect and maintain City assets by monitoring the contract;
- B. Evaluate, identify, plan, and coordinate future capital improvement projects;
- C. Review all financial reports and property reports;
- E. Receive and process insurance documents;
- F. Enter into and administer a separate contract for security services at the RBTC;
- G. Contract for, administer and monitor sweeping services for all vehicular travel surfaces at the RBTC;
- H. Arrange and pay for water, electricity, sewer, and refuse collection for the RBTC;
- I. Contract for On-Call, unanticipated and extraordinary maintenance, services and repairs separate from this contract if it is deemed to be in the City's best interests to do so;
- J. Coordinate, monitor and administer construction projects for the Property as recommended and approved by the City;
- K. Any additional duties and responsibilities as deemed necessary in the City's sole discretion.

4.2 GENERAL WORK STATEMENT

- A. The Contractor shall be fully responsible for management and maintenance of the Redondo Beach Transit Center facilities as identified and described within this solicitation. The specifications listed herein are a statement of the minimum level of work and services to be provided.
- B. The Contractor shall provide all labor, supervision, technical support, administration, oversight, quality control, equipment, supplies and materials in a professional and timely manner to accomplish the following basic activities:
 - (1) General custodial cleaning and janitorial services;
 - (2) Trash collection;
 - (3) Recycling processing and removal;
 - (4) Window washing;
 - (5) HVAC system servicing and maintenance;
 - (6) Fire and Life Safety equipment and system maintenance;
 - (7) Landscape maintenance;
 - (8) Pest Control;
 - (9) Vandalism repair and graffiti removal

- (10) Regular paint touch-up; and
 - (11) All other services as are usual and customary under property management contracts of a similar nature.
- C. The Contractor shall also provide all labor, materials, supervision, and quality control in a professional and timely manner to develop and deliver repairs and alterations of a nature outside basic services. This work will be included under a cost reimbursable format defined herein. Refer to section 4.4.A, Limits of Contractor Responsibility for procedures relating to projects outside the scope of Contractor services.
- D. Coordinate major facility improvement projects for the Transit Center with the City;
- E. This is a Fixed-Price Contract with cost reimbursement items as specified herein.
- F. There are a number of deliverables to be submitted by the Contractor as specified in Section 4.5, Property Management and Maintenance Services Reporting.

4.3 CONTRACTOR SCOPE OF WORK

A. Overview

This section details and clarifies the property management responsibilities of the Contractor with regard to the Redondo Beach Transit Center ("RBTC" or "Transit Center") as envisioned by the City at this time. Failure by the City to list a duty or responsibility shall not release Contractor for responsibility to carry out or provide that duty or responsibility if it is usual and customary in similar property management contracts unless it is specifically listed in Section 4.1, City Responsibilities.

B. Interior Custodial/Janitorial Work

The interior building spaces, including all Offices, Operator Lounge, Storage Areas, Hallways and Staff and Public Bathrooms, shall be thoroughly cleaned and maintained by the Contractor in accordance with the requirements contained in Attachment 4, Custodial Specifications for Redondo Beach Transit Center.

C. Building Exterior, Entries, Doors and Windows

Clean all high traffic areas, sidewalks, common areas, and entry ways to remove any soiling, dust or stains from floors, doors, door hardware and work surfaces on a daily basis and as necessary. Ensure that building exterior entryways are

given special attention on a daily basis to remove litter, clean exterior door glass and metal surfaces, and remove graffiti as needed.

D. Exterior Public Areas

1. "Exterior Public Areas" shall include all passenger waiting areas, pedestrian walkways, stairs, ramps, and areas containing bicycle lockers and racks.
2. Hot-water clean (180°F) the exterior public areas on a monthly basis, including all concrete around the building, steps, and adjacent sidewalk at the bus stop locations.
3. Remove all trash and foreign substances (gum, graffiti, soda spills, food, etc.) from concrete, sidewalk, steps, and/or brick pavers on a daily basis (365 days a year).
4. Do not use cleaning chemicals unless requested and approved by the City.
5. Provide additional hot-water cleaning (180°F) at any time at no additional cost to the City if a hazard to the public exists.

E. Vehicular Travel Surfaces

1. "Vehicular Travel Surfaces" shall include all bus travel lanes, bus loading/unloading areas, bus layover areas, automobile travel lanes, and auto parking.
2. City shall be responsible for regular sweeping of all vehicular travel surfaces.
3. Contractor shall be responsible for removal of trash in the vehicular area on a daily basis.

F. Pest Control

Provide Integrated Pest Management (IPM) service to maintain a pest free environment. Applicator shall meet all local, state, federal requirements. Service provider shall provide a complete record of each pest management service provided at time of service, providing an on-site log book to document each service including Material Safety Data Sheets (MSDS) for each product used.

G. Landscaping and Irrigation

1. Provide landscaping services on a weekly basis and as needed. All trees and shrubs will be pruned as necessary to promote healthy growth and to maintain appropriate appearance.
2. Maintain existing irrigation systems to provide proper operation.

H. Exterior & Monument Signs

Properly maintain all exterior and monument signs, including the replacement of lamps, as necessary. Directional signs will be provided as necessary to ensure proper traffic flow. Transit operator signage will be cleaned weekly and as needed to maintain a welcoming public image. If damaged, transit signage will be replaced as necessary with signage provided by the City or the respective transit operator. Damaged signage will be reported to the City within 4 hours during normal business hours or before 10:00 a.m. on the next workday.

I. Public Artpiece

The Public Artpiece depicted in Attachment 3 will be installed at the west end of the passenger waiting area. Contractor shall clean the Artpiece on a weekly basis and as needed using City-approved procedures and materials. Any damage noted to the Artpiece shall be reported to the City within 4 hours during normal business hours or before 10:00 a.m. on the next workday.

J. Electrical Systems

1. Inspect electrical systems annually to ensure their safety and reliability.
2. Establish a comprehensive preventive maintenance program for all electrical system components.

K. Exterior Lighting

Repair or replace exterior lighting within twenty-four (24) hours of any failure. Proper exterior lighting is essential to the safety of transit operations and the public.

L. Plumbing Systems

1. Maintain all water and natural gas piping, sanitary sewers, rain leaders, and other plumbing fixtures commonly serving the entire Center to ensure proper operation and a leak free condition.
2. Provide a comprehensive preventive maintenance, hydro-jetting and inspection program, which shall be maintained for all plumbing system components. All control and isolation valves shall be exercised at a minimum of every six months.

M. Fire Sprinklers & Fire Extinguishers

1. Inspect all Fire Sprinkler Systems and test all related equipment at least annually or in accordance with local codes to ensure their reliability, monitoring and detection systems.
2. Inspect any fire extinguishers annually and recharge as necessary.

N. Fire Alarm Systems Maintenance

1. Inspect and monitor all fire alarm systems and components, including panels, enunciators, and smoke and heat detectors in common areas, and test the systems semi-annually.
2. Establish a comprehensive preventative maintenance program for all fire alarm system components.

O. Roof Inspection/Repairs

All roofs shall be inspected and maintained at least every three months for debris and potential problems or immediately after storm incidents. Documentation shall be provided by the Contractor in the monthly report. All repairs are to be performed by a qualified technician appropriate for the type of roof serviced. The Contractor will conduct an annual formalized inspection to determine current condition and proper maintenance. The Contractor shall use a comprehensive industry standard or better preventative maintenance program to maintain all roofs, including all drainage systems.

P. Hours of Work

Contractor shall perform maintenance of the Redondo Beach Transit Center on a daily basis, including holidays. Specific requirements as to frequency and timing of work vary by area and nature of the work being done as follows:

1. Public and Staff Bathrooms

Shall be serviced at least every two (2) hours between the hours of 8:00 a.m. and 6:00 p.m. and as needed to maintain cleanliness standards and cleaned thoroughly as specified in Attachment 4 two (2) times each day, once between 12:00 p.m. and 2:00 p.m. and a second time between 8:00 p.m. and 10:00 p.m.

2. Office Areas, Operator Lounge, Storage Areas and Hallways

Shall be cleaned thoroughly as specified in Attachment 4 one (1) time each day between 4:00 p.m. and 8:00 p.m. Additionally, the Operator Lounge shall be serviced as needed at least every two (2) hours between the hours of 8:00 a.m. and 4:00 p.m.

3. Disruptive activities

Activities such as carpet cleaning, floor stripping and waxing, hot-water cleaning the exterior public areas, etc. shall be done at low-traffic times as scheduled with the City representative.

4. Emergency Repairs

The Contractor shall provide a local emergency contact number for staff available 24 hours a day to respond to emergency service calls. The Contractor is to provide a verbal response within 30 minutes and on-site service within two hours of notification.

4.4 GENERAL REQUIREMENTS

A. Limits of Contractor Responsibility

The Contractor shall be inclusively responsible, as part of the contract, for all routine repairs, replacement and preventive maintenance related repairs required for the transit facilities listed in this Scope of Work. "Routine repairs, replacement and maintenance" is defined as any single item or project with a total cost or value of \$2,000 or less, and that is included in the Scope of Work. Repairs, including parts and labor, estimated to total less than \$2,000 shall be considered inclusive to the contract and provided at no additional cost to the City.

Repairs caused by lack of maintenance, negligence, absence of care, or willful misconduct by Contractor or subcontractor staff shall be repaired by the Contractor at no cost to the City.

Repair costs over \$2,000, not caused by lack of maintenance, negligence, absence of care or willful misconduct by Contractor or subcontractor staff shall be the responsibility of the City.

City Public Works Department staff shall perform an inspection of any project with an estimated cost (labor and materials) of \$2,000 or more to determine an appropriate plan

for repair. City may direct Contractor to manage, supervise and carry out repairs and maintenance pursuant to an approved plan. Projects assigned to the Property Manager for repairs must follow competitive bidding procedures in accordance with Redondo Beach Municipal Code 2-6.02 and 2-6.07, which include, but are not limited to, formal bidding for capital improvements and/or maintenance.

B. The Contractor will manage and maintain the facilities and will arrange for the performance of any and all things necessary for the proper operation and maintenance of the facilities, buildings, attachments and all designated equipment subject to: (1) the budgets, policies and procedures of the City; and (2) all applicable laws, codes, permits and regulations. The Contractor shall maintain all equipment based on industry standards, best practices, and within the guidelines of the OEM. In cases where OEM guidelines are not available, the Contractor will develop guidelines, following best practices and industry standards.

C. Every effort shall be made to complete repairs in a timely manner. The Contractor shall notify the City for any repairs requiring extended time (more than seven days) due to parts procurement or any service impacting or potentially impacting service/operational activity for any one site.

D. Cleaning Products, Materials, Parts and Supplies

1. Contractor shall supply all cleaning supplies needed in fulfilling this contract. This includes cleaners, finishes, etc., for the treatment of the various types of flooring, carpeting, counters, desks, furniture, etc. Use only such materials and cleaning processes as are recommended and approved by the appropriate manufacturer.
2. All preventive maintenance and expendable parts and supplies including, but not limited to, rubber goods, light bulbs, HVAC filters, lubricants, bearings, paint, fasteners, media, and all products to maintain the facilities and equipment shall be provided by the Contractor at no additional cost to the City.

E. Staffing

1. Except for pre-arranged work approved by the City, the Contractor is inclusively responsible, as part of the contract, for all labor (technicians, subcontractors, general labor, supervision, administration and any members used for the administration of the contract) for the transit facilities.

2. The Contractor will have, at all times, a sufficient number of capable qualified and licensed (by local, state and federal requirements) employees and all necessary equipment to properly, adequately, safely and economically manage and maintain the City facilities as required by the contract. All matters pertaining to the employment, supervision, administration, compensation, promotion and discharge of employees of the Contractor or its subcontractors are the responsibility of the Contractor. The City will in no way be liable to the Contractor or others for any negligent action or omission on the part of such employees. Qualified staff coverage is expected to meet the demands of the facilities operation and required maintenance for the facilities and related equipment.
3. The Contractor shall employ staff as necessary to fulfill its duties in accordance with the specifications of this Scope of Work. The Contractor shall provide project management through a Contractor Project Manager (Project Manager) assigned to the contract at a level and capability sufficient to oversee its functions and employees. The principal function of the Project Manager will be to oversee the Contractor's employees and vendors/subcontractors; and to monitor operational activities associated with this Scope of Work.

F. Contractor's Project Manager

1. The City reserves the right to review the qualifications of the Project Manager and may request the removal of the Project Manager at its discretion at any time during the duration of the contract.
2. Should the Project Manager be unavailable to perform his/her duties, the Contractor shall appoint a staff member temporarily to serve in his/her place. Project Manager shall notify the City's designated representative whenever such substitution will occur prior to substituting. If Project Manager will be unavailable for more than two weeks, the Contractor shall provide a qualified Project Manager as a substitute, subject to City approval.
3. Project Manager assigned to this contract shall not be replaced without 30 calendar days advance written notice to the City, unless the departing employee does not provide the Contractor with such notice or the employee is removed for cause. Moreover, the Project Manager shall remain in the position for a minimum of one year from the contract start date, unless they are no longer in the employ of the Contractor.

G. Building Security.

1. Keys to the building will be issued to the Contractor by the City of Redondo Beach. Any such keys must not be duplicated.

2. Employees of the Contractor and any subcontractors shall maintain a secure environment while cleaning or performing maintenance on the facility. No one is allowed into the facility other than those individuals responsible for performing janitorial or maintenance services. The contractor shall ensure that the building is properly secured when leaving.

H. Inspection And Correction of Deficiencies

1. Performance evaluations will be given to the Contractor noting exceptions in performance to the required janitorial specifications. The City will immediately notify the Contractor of the reported performance exception(s).
2. The Contractor must correct these deficiencies as follows:
 - i. Within 24 hours for any daily, weekly or monthly activity; and
 - ii. Within 48 hours for any activity listed as quarterly or semi-annual.
3. In the event the Contractor-provided resolution is not satisfactory to the City, the City may provide janitorial service as described in these specifications and the Contractor's compensation will then be reduced by the actual cost of such replacement service.

I. The Contractor shall maintain an office within two (2) hours' drive time of the Redondo Beach Transit Center at peak drive time.

J. When required by the City, the Contractor shall coordinate required maintenance and repair work with the City, transit operators, and any subcontractors.

K. The Contractor is advised that any failure or negligence in performing day-to-day operations, maintenance or replacement of critical building systems (Example: Electrical, Plumbing, Security, Roofing, Fire Life Safety Systems, etc.) may result in significant damage to the building, its transit operators and equipment, machinery, and information systems. As such, the City requires that the Contractor employ "best practices" in carrying out its duties and obligations.

L. The Contractor shall work cooperatively with the City in matters of assuring facility maintenance service quality, providing operational data, responding to comments and complaints received from the public and other sources and responding to specific requests for other assistance and meetings as the need arises.

M. The Contractor shall perform subcontractor monitoring by formal tracking and supervision.

N. The Contractor shall provide and maintain, during the entire period of the contract, equipment and tools sufficient in number, operational condition and capacity to efficiently perform the work and render the services specified in this Scope of Work. City shall provide a maintenance room in the transit center building for storage of janitorial equipment and supplies, however, Contractor shall be responsible for all items stored on site.

O. All vehicles used by the Contractor shall be appropriately licensed and clearly identified with a vehicle number, the company, and phone number of the local office on each side of the equipment, including personnel transportation vehicles. The letters shall be at least three inches high and of proportionate width, in distinctly contrasting color with the background, and shall be in plain view of the public. The City will not pay for travel to and from any site nor provide any vehicles, equipment, tools, etc. necessary for performing the work required by this Scope of Work.

P. Health, Safety, And Environmental Protection

The Contractor shall conform to all applicable Federal, State and local laws, and to the requirements of these specifications. In performing janitorial work in a City facility, the Contractor shall:

- Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel, and City personnel performing or in any way coming into contact with the performance of this contract;
- Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and
- Take such additional precautions as the office manager/supervisor may reasonably require for health, safety, and environmental protection.

i. Damage Reports. In all instances where City property or equipment is damaged, the Contractor shall submit to the City a full report of the facts and extent of such damage -- verbally and in writing within 24 hours of the occurrence.

ii. Accident Reports. The Contractor shall comply with City, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents

resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the City and a written follow-up report to the City within 24 hours of occurrence.

iii. Chemical Spills. The Contractor shall maintain an established plan that addresses incidental and emergency spills of any chemicals brought on-site.

Q. RIGHT TO KNOW ACT (ACT 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels

Labels on all incoming containers of hazardous chemicals shall (1) clearly state the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Responsibility of Contractor

The Contractor shall comply with the requirements of Act 80 of 1986 with respect to the labeling of hazardous chemicals and the provision of Material Safety Data Sheets before such materials are introduced into the workplace. Otherwise, such materials will not be allowed on the premises.

Material Safety Data Sheets

Material Safety Data Sheets (MSDS) related to hazardous chemicals shall be presented to the appropriate City representative prior to the introduction of such substances into City buildings. It is recommended that the format of OSHA Form 174, dated September 1985, be used as a standard for Material Safety Data Sheets. The Contractor shall maintain two, updated MSDS files on-site: one placed in the office of the City Transit Division's on-site office and the second in the Contractor's Maintenance Storage Room.

4.5 PROPERTY MANAGEMENT REPORTING

The Contractor shall be responsible for establishing and maintaining records of all maintenance and repair services relating to the Redondo Beach Transit Center sufficient to facilitate and document the following required reports. Contractor shall

provide the City with proposed formats for these reports within two (2) weeks of contract award for review and approval.

Reports shall be due to the City no later than ten (10) working days following the end of each month.

A. Monthly Reports

1. Maintenance and Service Log

This report will provide a comprehensive chronological record of maintenance and services provided at the RBTC during each calendar month including, but not limited to, type of maintenance or service provided, date provided, time period covered, names of Contractor or Subcontractor staff providing service, description of maintenance or service, and whether follow-up or additional work is required.

2. Transit Center Maintenance/Service Request Log

This document will record, in chronological order of reporting, all requests for, complaints about, or identification of needed repairs at the RBTC, its structures, facilities, grounds and amenities. The log shall indicate the source of the maintenance or service request, date and time of report, individual making request/report (with email address and phone number), general nature of the maintenance or service, description of the reported maintenance need or deficiency, and resolution of the request/complaint.

3. On-Call Service Record and Accounting

This report will detail each On-Call service request submitted to the City in order of request, listing the service or trade, description of the work to be done, estimated hours and materials, and estimated cost of each work request. Record shall also show date of City approval, date(s) work was done, completion date, and total final cost of each On-Call engagement.

4. Property Management Expenditure Report

Maintained on a fiscal year basis (July 1 through June 30), this report will show Property Management fees and expenditures during the current month and year-to-date against budget or, for on-call services, approved cost estimate. On-call services will be tracked by project and trade.

On-call services that have been approved but have no expenditures should be shown with the approved cost and zero expenditures to show approved obligations.

B. Annual Reports

1. Projected On-Call and Extraordinary Service Budget

No later than March 1 of each year during the term of this contract, including any extensions thereof, the Contractor shall provide the City with a projected listing and budget for On-Call and Extraordinary services and trades which are projected for the City's subsequent fiscal year in order to maintain the Redondo Beach Transit Center's buildings, systems, surfaces, landscaping and amenities in full and proper operating condition and appearance. The City's fiscal year runs from July 1 through the following June 30.

The projection of needed services will be based on the Transit Center Maintenance/Service Request Log, the Contractor's professional experience and knowledge of similar properties, and discussions with City's Transit Manager.

2. Year-End Property Management Expenditure Report

This report will provide a year-end accounting of Property Management fees and expenditures during the just-completed fiscal year against budget or, for on-call services, approved cost estimates. On-call services will be tracked by project and trade.

SECTION 5 SAMPLE AGREEMENT

5.1 STANDARD TERMS AND CONDITIONS

Following the award of a contract pursuant to this Request for Proposals, City and Contractor shall enter into the written Professional Services Agreement, the text of which follows.

Note that any objections, changes, modifications or exceptions to this Contract shall be stated in Offeror's proposal in order to be considered by City.

5.2 SAMPLE AGREEMENT LANGUAGE

FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND _____

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and _____, a [type of entity] ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said

inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work,

Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of

whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in

any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by

Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

18. Limitations Upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement

without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

25. Time of Essence. Time is of the essence of this Agreement.

26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 2021.

CITY OF REDONDO BEACH, _____,
a chartered municipal corporation a [type of entity]

_____	By:
William C. Brand, Mayor	Name: _____
	Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

APPROVED: _____

Diane Strickfaden, Risk Manager

EXHIBIT "A"
PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

TERM. The term of this Agreement shall commence on January 1, 2022, and expire on June 30, 2025 ("Term"), unless otherwise extended or terminated as herein provided. Due to uncertainty regarding the completion date of construction on the Redondo Beach Transit Center, the City may, upon 2 weeks' written notice, adjust the start date of services under this contract up to two (2) weeks earlier or up to eight (8) later than January 1, 2022.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. **AMOUNT.** Contractor shall be paid in accordance with the following schedule.

B. **Method of Payment.** Contractor shall provide monthly invoices indicating the services performed during the prior month to the City for approval and payment. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

C. **Schedule for Payment.** City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.

D. **Notice.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor:

City: City of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277
 Attention:

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"
INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. 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 officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provision

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.
4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of

the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

SECTION 5 REQUIRED FORMS

The following forms must be completed, properly executed, and included in each Proposal in order for that Proposal to be valid. Missing, incomplete or unexecuted forms may render a Proposal noncompliant and cause that Proposal to be rejected for cause.

The forms appearing here will also be provided in Microsoft Word or Excel on the City's website to expedite proposal preparation.

- 1. Proposal Questionnaire**
- 2. Proposal Checklist**
- 3. Addenda Acknowledgement**
- 4. References**
- 5. Proposed DBE Participation**
- 6. Cost Proposal [Included in Section 4 above]**

FORM 1

**CITY OF REDONDO BEACH
COMMUNITY SERVICES DEPARTMENT**

**PROPOSAL TO PROVIDE PROPERTY MANAGEMENT AND MAINTENANCE
SERVICES FOR THE REDONDO BEACH TRANSIT CENTER**

PROPOSAL QUESTIONNAIRE

1. Name of Organization: _____

2. Organization is a: (circle one)

Corporation / Partnership / Association or Sole Proprietorship
3. Organization is a Disadvantaged Business Enterprise (DBE) (Complete and submit the Proposed Disadvantaged Business Enterprise (DBE) Participation form, if applicable): Yes _____ No _____
4. Organization's Principal Address and Telephone Number:

5. Organization's Authorized Representative:

Name: _____

Title: _____

Telephone Number: _____

Email: _____

Proposal Questionnaire – Page 2

6. How many years has your business been established? _____

How many years has your business been under your present name? _____

How many years under former names? (List each name and number of years)

7. How many years has your business been providing property management services? _____

8. What other types of services does your business provide?

9. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals and their addresses):

10. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past five years?

Yes _____ or No _____

If Yes, list the date, client, and reason for termination below:

Proposal Questionnaire – Page 3

11. Is Proposer aware of any real, potential, or perceived conflict of interest which would or could result should a contract be awarded to their firm? ____ Yes ____ No

If Yes, please explain: _____

12. Organization's Credit References: (name, address, telephone number & contact person) Provide at least three.

a. _____

b. _____

c. _____

13. City of Redondo Beach Business License Number: _____

[If not current license holder, Business License will be required before initiation of services.]

14. Provide an organization chart for your overall organization and as proposed for this project. Organization chart attached?

Yes ____ or No ____

Proposal Questionnaire – Page 4

The undersigned, being cognizant of the pages, documents, and attachments contained herein, agrees to provide the City of Redondo Beach with the services described in the Request for Proposals. All cost proposals are certified to be firm for a period of 120 days from the deadline for proposal submission, September 22, 2021.

Respectfully submitted,

Name of Company _____

Address City State Zip Code

By (Signature) Printed Name

Title

Telephone Number Date

**FORM 2
PROPOSAL CHECKLIST**

Proposer's Name: _____

Proposals shall be submitted in a three-ring binder, one original, so marked, and seven (7) copies, marked "Copy," and one electronic copy on flash drive. The total proposal packet must be sealed and clearly marked on the outside:

**City of Redondo Beach
Property Management and Maintenance Service Proposal #2122-002
Redondo Beach Transit Center**

Proposers are requested to submit this Checklist and the following information, providing the content generally in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

COVER LETTER, including company name, address, contact name, phone and fax numbers and email address for authorized company representative.

Required Forms and Certifications

1. Proposal Questionnaire
2. Proposal Checklist
3. Addenda Acknowledgement
4. References
5. Proposed DBE Participation
6. Cost Proposal

Financial Statements/Reviews for the last two available years. If statements are to be treated as Confidential, provide in a separate envelope.

Proposal Narrative addressing, at a minimum, the following areas:

- Proposer's Property Management Experience Related to the Redondo Beach Transit Center;
- Organizational description;
- Staffing Plan, including salary and benefits, resumes;
- Accounting and Reporting systems;
- Insurance;
- Operations;
- Vehicle Maintenance and Servicing;
- Safety Program;
- Screening and Selection Program;
- Training Program; and
- Implementation Plan/Time Schedule.

FORM 3
CITY OF REDONDO BEACH RFP #2122-002

ADDENDA ACKNOWLEDGEMENT

CONTRACTOR NAME: _____

CONTRACTOR hereby acknowledges that it has received and read the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

FORM 4
REFERENCES

Proposer's Name _____

Please list a minimum of at least four references of similar size and type of transit services, including governmental agencies, if available.

Reference 1

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

LENGTH OF CONTRACT: _____ YEARS

DESCRIPTION OF SERVICES PROVIDED:

Reference 2

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

LENGTH OF CONTRACT: _____ YEARS

DESCRIPTION OF SERVICES PROVIDED:

Reference 3

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

LENGTH OF CONTRACT: _____ YEARS

DESCRIPTION OF SERVICES PROVIDED:

Reference 4

AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

LENGTH OF CONTRACT: _____ YEARS

DESCRIPTION OF SERVICES PROVIDED:

FORM 5

**PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
(OPTIONAL)**

The bidder is or intends to utilize the following DBE contractors on this project.
Signature of participating DBE is confirmation of willingness to participate on this project.

Company

Address

City, ST, ZIP

Phone Number

Fax Number

Contact Name

Contact Email

DBE Certifying
Agency

Type of work to be
performed

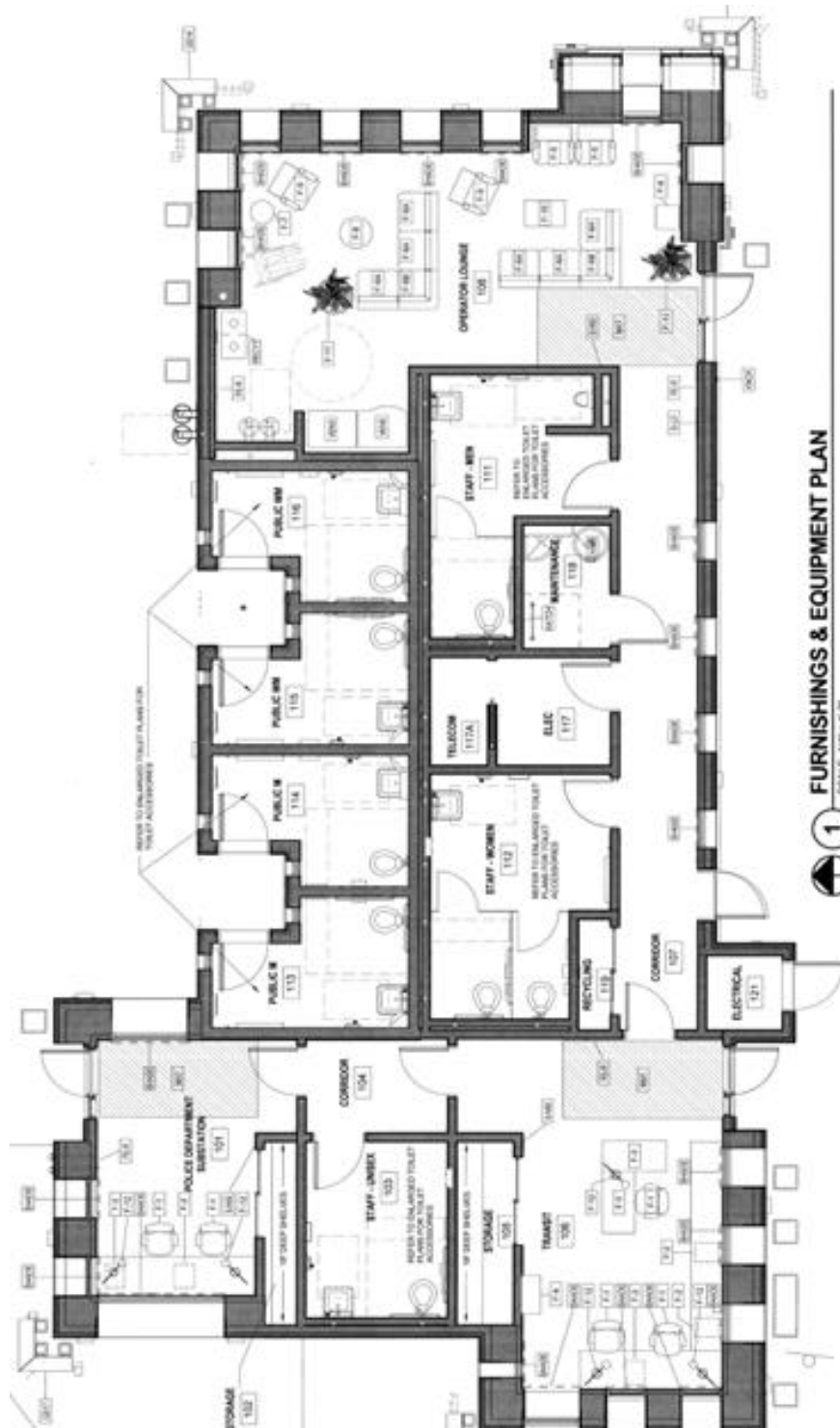
Annual Dollar value
of participation

Signature of
participating DBE

[Add forms for additional DBE firms]

ATTACHMENT 1

TRANSIT CENTER BUILDING PLAN

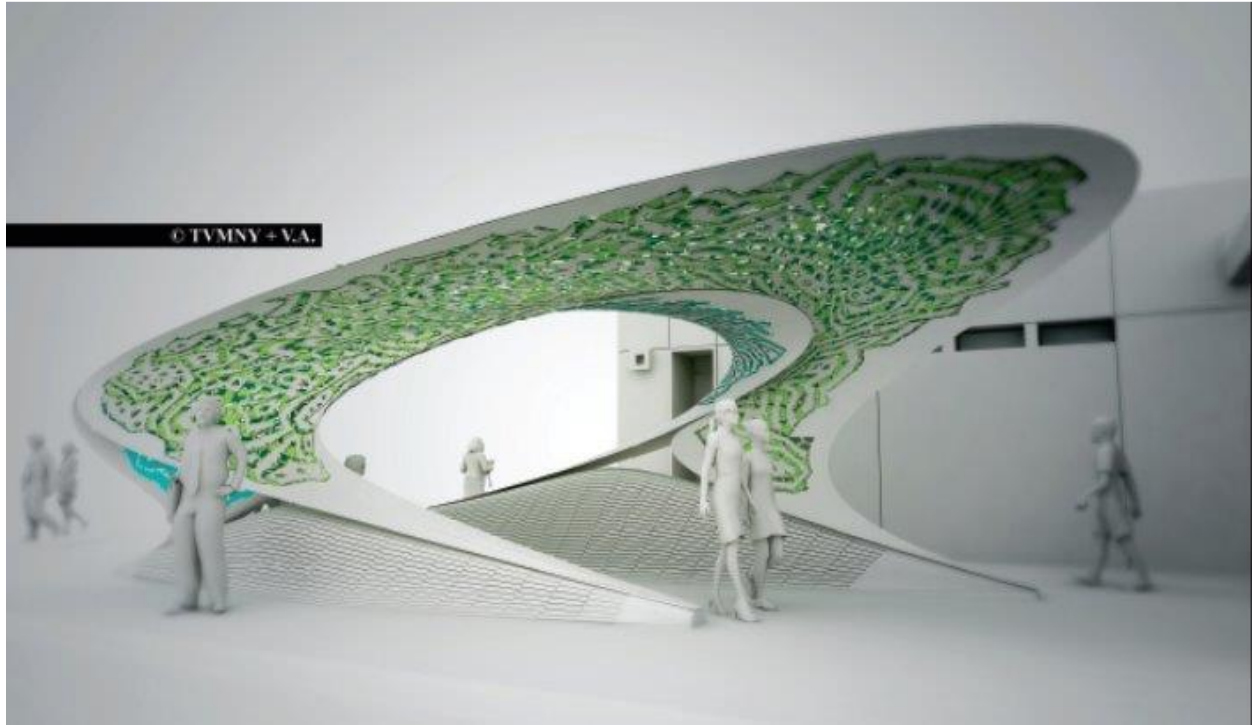


DATE			
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NOTE: CONTRACTOR TO PROVIDE PROPERTY LINE/BOUNDARY SURVEY WITH ELEVATIONS PERFORMED BY A LICENSED LAND SURVEYOR PRIOR TO START OF CONSTRUCTION.

ATTACHMENT 3
DEPICTION OF REDONDO BEACH GATEWAY PUBLIC ART



ATTACHMENT 4

CUSTODIAL SPECIFICATIONS FOR THE REDONDO BEACH TRANSIT CENTER

The following specifications describe the minimum level of janitorial/housekeeping services required by the City of Redondo Beach (City) for the cleaning and maintenance of the Redondo Beach Transit Center, to the best of the City's understanding. Recognizing that the City is a municipal government agency and not a professional Property Management or custodial maintenance firm, the City will entertain modifications and alternatives to these specifications so long as the resulting maintenance and cleaning of the Transit Center is equal to or better than that envisioned in these specifications.

JANITORIAL SPECIFICATIONS

I. **DAILY SERVICES:** Services to be performed daily including holidays.

A. **INTERIOR BUILDING CLEANING**

Office Areas, Operator Lounge, Storage Areas and Hallways.

1. Empty waste receptacles and remove waste to designated area.
2. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.
3. Replace liners when torn or soiled.
4. Dust mop all non-carpeted floors. Damp mop all spills.
5. Thoroughly vacuum all carpeted floors including corners, and underneath partitions each and every day. Spot clean all carpeted areas as needed.
6. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners.
7. Clean and disinfect drinking fountains.
8. Clean and polish all glass.
9. Move all chairs and clean floor area underneath and replace chairs in proper place.

B. **PUBLIC AND STAFF BATHROOMS**

At a minimum, daily cleaning of bathrooms will entail the following:

1. Clean and disinfect sinks, diaper changing stations, soap dispensers, hand sanitizers, paper towel dispensers, and/or hand-dryers. Clean pipes beneath all sinks.
2. Disinfect toilet seats and toilet paper dispensers.
3. Use approved cleaners, materials and equipment to clean toilets and urinals.
4. Clean mirrors and counters and polish chrome.
5. Refill toilet paper, paper towel, soap dispensers, and hand sanitizer dispensers. (See below Section V – “Responsibility for Replenishable Supplies”).
6. Empty and disinfect all trash receptacles and sanitary napkin/tampon dispensers and disposal units (if applicable).
7. Sweep and damp mop floors with a germicidal solution paying special attention around washbowls, toilets and urinals.
8. Ensure hand dryers work properly.
9. Clean switch, door and kick plates.
10. Maintain floor traps free of odor.
11. Remove graffiti and repair vandalism. Repair or replace fixtures, partitions, and doors as required.

II. WEEKLY SERVICE

A. INTERIOR BUILDING CLEANING

Office Areas, Operator Lounge, Storage Areas and Hallways.

1. Dust high and low, including clocks, all surfaces on which dust gathers.
2. Clean all cleared desk and countertop areas with approved desk/counter cleaner.
3. Remove all cobwebs, clean baseboards.
4. Clean and buff all hard surfaced floors.
5. Clean by most appropriate means all furniture. Wash thoroughly all fiberglass/vinyl furniture.

B. PUBLIC AND STAFF BATHROOMS

1. Clean partition walls and doors with germicidal solution, making sure to thoroughly rinse.
2. Clean and buff floors, with special attention to grouting, corners of floor, baseboards, and stalls.
3. Spot clean walls around sinks, waste receptacles, behind urinals and toilets.
4. Dust and clean the under-lavatory guard covering supply and drain lines and any exposed supply and drain lines under sinks and behind toilets
5. Dust radiators, grills, ledges, etc.

III. MONTHLY SERVICE

A. INTERIOR BUILDING CLEANING

Office Areas, Operator Lounge, Storage Areas and Hallways.

1. Dust/vacuum window hangings and upholstered furniture.
6. Clean all carpeted areas of heavy traffic showing noticeably greater soil than general area.
7. Spot clean walls, ceilings, doors, vents and other surfaces, removing all cobwebs, fingerprints, smears and stains.
8. Clean partition glass.
9. Vacuum exposed air bars and heating outlets.
10. Vacuum all upholstered chairs and fabric partitions.

B. PUBLIC AND STAFF BATHROOMS

1. Wash with germicidal solution entrance doorways, ledges, etc.

C. WINDOWS - MONTHLY

1. Wash all exterior windows inside and outside (weather permitting).

IV. SEMI-ANNUAL SERVICE

Schedule to be set up with City representative at beginning of a service period. Any deviation from established schedule must be pre-approved by City.

A. INTERIOR BUILDING CLEANING

Office Areas, Operator Lounge, Storage Areas and Hallways.

1. Shampoo or steam clean carpets.
2. Clean light fixtures lens.
3. Clean ceilings and vents.

V. RESPONSIBILITY FOR REPLENISHABLE SUPPLIES

Contractor, as part of its Fixed Fee, is responsible for providing all replenishable supplies, including but not limited to: paper towels, toilet tissue, toilet seat covers, hand soap, plastic liners sanitary napkins/tampons, and hand sanitizer.