

City of Beverly Hills



REQUEST FOR PROPOSAL #15-49

FOR POWER CLEANING SERVICES

Issue Date: September 11, 2015

Closing Location:

Public Works Services Department
345 North Foothill Road, Reception Desk
Beverly Hills, CA

Close Date and Time:

Proposals must be received at the Public Works Services Department by no later than 5:00 P.M. (17:00 hrs.) Pacific Time on Thursday, September 24, 2015

Contact Person:

Mario Inga
Parking Services Manager
Public Works Services
Phone 310.285.2479
Email: minga@beverlyhills.org

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SECTION 1.0 INSTRUCTION TO PROPOSERS

1.1 Introduction

The City of Beverly Hills (City) is inviting Contractors to submit a Proposal for a comprehensive cleaning program for the City's Public Works Services Parking Services Division. The City has very high standards and we want to provide a great experience to all parkers who come to our City. The parking facilities are the first and the last experience for the people who visit Beverly Hills. Our Stakeholders love clean parking garages and that helps to promote a clean image which is healthy and good for our businesses

The potential proposer will be expected to comply with the City's Stage D water conservation program to meet the mandatory 30% reduction in water usage. Compliance elements may include alternative cleaning methods to pressure washing with water, best management practices that minimize the amount of water used during pressure washing activities and/or equipment that reuses reclaimed water.

The City is seeking proposals for pressure washing, scrubbing, and/or other alternatives to water-based cleaning solutions and gum removal for 20 parking facilities totaling over 2,850,583 square feet of concrete space.

1.2 No Mandatory Site Meeting

It is the Proposer's sole responsibility to inform itself of all aspects of the Work and the City shall not be liable for any claim at any time for reimbursements for any expenses by the Proposer as a result of any misunderstandings with regard to the nature and conditions of the Work. If the proposer would like to inspect the parking facilities then please contact Mario Inga or any of The City's Parking Supervisors at (310) 288 – 2810 to make arrangements.

1.3 Terms and Definitions

In this RFP, the following definitions apply”

“**City**” means the City of Beverly Hills.

“**Contractor**” means the successful Proposer(s) to this Request for Proposal who enters into a contract with the City.

“**Must**” or “**Mandatory**” means a requirement that must be met in order for a Proposal to receive consideration.

“**Proposer**” means an individual, Contractor, firm or group that submits, or intends to submit a Proposal in response to the RFP.

“**Proposal**” means a Proposers' Proposal submission to the City in response to the RFP.

“**RFP**” means Request for Proposal.

“**Services**” or “**Work**” means all requirements of this RFP to complete the Pressure Washing Services to the satisfaction of the City.

1.4 Proposal Close Date/Time/Location

Proposals must be received in the Public Works Services Department located at 345 North Foothill Road, at the Reception Desk, Beverly Hills, California, no later than **5:00 p.m. (PST) on Thursday, September 24, 2015.** Proposals received after the noted due time will not be considered.

Proposals shall be received for the “Power Cleaning Services” in the following manner:

- A. Written proposal – one printed copy. The written proposal must contain an original signature by an authorized officer of the submitting company.

- B. Electronic copy of the proposal saved on a USB device in a pdf format. Additionally, the “Proposed Pricing Per Occurrence” spreadsheet must be saved as an Excel file.
- C. The written Proposal and USB drive should be enclosed and sealed in an envelope clearly marked as follows:

Proposal No. 15-49
Proposal for Power Cleaning Services
Attention: Mario Inga, Parking Services Manager
C/O City of Beverly Hills, Public Works Services Department
345 N. Foothill Road
Beverly Hills, CA 90210

Once opened, all proposals will become the property of the City. They will not be returned and are subject to California Public Records Act disclosure.

1.5 Inquiries and Clarifications

All inquiries and comments concerning the RFP must be directed to Mario Inga for response, and sent via e-mail to Mario Inga: minga@beverlyhills.org. To ensure timely response, please copy the secondary contact, Lucy Quiralte: lquiralte@beverlyhills.org. Any inquiry should state the question only, without additional information.

There will be a brief question and answer period from Wednesday, September 16, 2015 through Monday, September 21, 2015 at 2:00 p.m. (PDT). All inquiries must be received via e-mail during this period. It is in the Proposer’s sole responsibility to inform itself of all aspects of the Work and the City shall not be liable for any claim at any time for reimbursements for any expenses by the Proposer as a result of any misunderstandings with regard to the nature and conditions of the Work. The City will only respond to substantive inquires. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax or in-person will not receive a response.

1.6 Addenda

All substantive inquires will be answered in an addenda by Tuesday September 22nd, and posted on the City’s website, unless no questions.

All emails must be sent to: minga@beverlyhills.org: copy to: lquiralte@beverlyhills.org. [with the subject line RFP 15-49 Power Cleaning.](#)

1.7 Changes to the RFP Document

Proposers must not alter any portion of the RFP document, with the exception of adding the information requested by the City. To do so will invalidate the submission of its Proposal.

1.8 Changes to the Proposal Wording and Content

The Proposer will not be allowed the opportunity to change the working or content of its Proposal after closing and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal, unless requested by the City.

1.9 Examination of Documents

By submitting a Proposal, the Proposer will be held to have personally examined the documents, carefully the requirements, specifications, and have satisfied themselves as to their ability to meet

all the requirements in the execution of the proposed Contract, and agree that the Proposer will make no claims against the City based on errors, omissions, or misunderstanding of the provisions of this RFP or Contract.

Proposers will not be given payments or consideration for conditions that should have been determined by/during the above inspections.

1.10 Liability for Errors

No Proposal shall be altered, amended, or withdrawn after the “closing date and time” of the RFP. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened. While the City has made considerable efforts to ensure an accurate representation of information, the information contained in this RFP is supplied solely as a guideline for the Proposer and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proposer from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

1.11 Withdrawal of Proposals

Proposals may be withdrawn only by written notice, provided such notice is received at the Office of the City Clerk prior to the closing date and time.

1.12 Proposer’s Expenses

Proposers are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the City, if any. If the City elects to reject all Proposals, the City will not be liable to any Proposer for any claims, whether for costs or damages incurred by the Proposer in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

1.13 Irrevocability of Proposals

At the appointed closing date and time, all Proposals become irrevocable. By submission of a Proposal, the Proposer agrees that should its’ Proposal be selected, the Proposer will enter into a Contract with the City. Proposals shall be irrevocable and shall remain open for acceptance by the City for ninety (90) days after the Closing Date.

1.14 Conflict of Interest

By submitting a Proposal, the Proposer warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proposer, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

1.15 Selection Criteria

The City will select the vendor(s) in any manner at the sole discretion of the City to be deemed in the best interest of the City. The selection may include a single vendor for the entire scope of work, multiple vendors for all work at specific facilities, multiple vendors for specific work at all facilities, or in any other manner deemed to be in the best interest of the City. For example, a vendor may be selected to provide basic cleaning for the parking structures while another vendor may be selected to provide basic cleaning for the metered parking structures. One vendor may be selected to perform gum removal while another vendor is selected to perform stairwell cleaning only. These examples are provided for context only and the actual award of the contract may vary and is not limited to the examples provided.

1.16 **Conditions of Award**

The City will not necessarily accept the lowest priced or any Proposal and the City reserves the right in its sole discretion to reject any or all Proposal(s) or to cancel the Request for Proposal process at any time before or after the “closing date and time” without award. The City may award multiple contractors. Any implications that the lowest or any Proposal will be accepted, is hereby expressly negated.

1.17 **Term of Contract**

The Scope of Services (Scope) will govern the performance of services noted within, for a period of on (1) fiscal year with four (4) optional annual extensions, for a total contract term of up to five (5) years. The Contract shall become effective on execution of the Agreement for services and shall expire one year from execution date unless extended. City does not imply that the contract, as written, or the resulting Agreement for services, will be extended.

1.18 **Prevailing Wages**

In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1”. These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

1.19 **Insurance**

Upon award of contract, Contractor will be obligated to file certificates of insurance evidencing coverage as specified in the proposal documents and in a form acceptable to the City. The certificate(s) shall be on the City’s standard proof of insurance form.

1.20 **Prices**

Contractor expressly states that prices shown in this Scope of Services shall be considered firm for the duration of any resulting agreement: i.e. for one (1) year, two (2) years, three (3) years, (4) years, or (5) years. Escalation provisions, as shown, shall be the maximum dollar amount and a maximum percentage amount due upon extension of this agreement.

1.21 **Proposal Pricing**

The Proposer shall complete Proposal Pricing as requested in Section 4.0, “Proposal”. Incomplete Proposals may be considered unresponsive and will be eliminated for consideration. Escalation clauses, if any, may be clearly identified. Escalation provisions shall be shown as a total percentage change from the first year base contract total and expressed as a total dollar change from the first year base contract amount.

1.22 **Negotiations**

It is the intent of the City to ensure the City has the flexibility it needs to arrive at a mutually agreeable final Contract. Negotiations may be held with the potential Contractor(s) including, but not limited to, matters such as minor price adjustments, minor changes to the specifications/requirements. It is not the intent of the City to allow for new or significantly altered Proposals. The City is not obligated to any Proposer in any manner until the Contract has been

executed and signed by an authorized agent of the City and an official City of Beverly Hills Purchase Order issued.

1.23 Dispute Resolution

Any dispute regarding the Proposal process or award must be submitted to the City’s Parking Division within (10) business days of the award date. Any protests not received within the (10) day period shall be deemed a waiver of rights

1.24 Ownership of Proposals and Freedom of Information and Privacy Protection Act

All Proposals, including attachments and any documentation, submitted to and accepted by the City in response to the RFP become the property of the City and are subject to the Freedom of Information and Privacy and Protection Act.

SECTION 2.0 SPECIFICATONS

2.1 Scope of Work

Complete cleaning service of the parking facilities using special power cleaning tools including but not limited to power scrubbers, steam cleaners, power washers, and cleaning brushes. We encourage Contractors to be creative and propose alternatives to using and/or cleaning with water.

2.2 General

- Contractors must confirm with The City the working hours for the cleaning services. The below table represents the acceptable working hours per location and the City reserves the right to modify these hours at its discretion:

Address	Parking Inventory	Approx. Sq.Ft.	Monday to Friday	Saturdays	Sundays
345 N. Beverly Drive	287	145000	11pm to 5am	11pm to 6am	11pm to 8am
216 S. Beverly Drive a small variance might be allowed	233	90500	6am to 8am 7pm to 9pm	6am to 8am 7pm to 9pm	6am to 8am 7pm to 9pm
9510 Brighton Way	249	126000	9pm to 7am	9pm to 7am	9am to 10am
440 N. Camden Drive	364	154000	11pm to 5am	1am to 6am	1am to 6am
450 N. Rexford Drive	530	216400	10pm to 4am	9pm to 7am	9pm to 6am
438 N. Beverly Dr. - 439 N. Canon Dr.	408	190000	12am to 5am	1am to 7am	12am to 7am
241 N. Canon Dr. - 242 N. Beverly Dr.	641	329740	12am to 5am	12am to 5am	12am to 7am
9333 W. Third Street	510	187518	10pm to 4am	10pm to 7am	9pm to 7am
461 N. Bedford Drive	468	205200	10pm to 5am	10pm to 5am	All Day
333 N. Crescent Drive	515	247900	8pm to 11pm	8pm to 11pm	9am to 8pm
221 N. Crescent Drive	713	345120	8pm to 11pm	8pm to 11pm	7pm to 11pm
9361 Dayton Way	221	103870	10pm to 5am	8pm to 5am	6pm to 5am
SM-1 485 N. Beverly Drive	72	35280	10pm to 4am	12am to 5am	11pm to 5am
SM-2 485 N. Rodeo Drive	69	33810	10pm to 4am	12am to 5am	11pm to 5am
SM-3 485 N. Camden Drive	72	35280	10pm to 4am	12am to 5am	11pm to 5am

SM-4 485 N. Bedford Drive	71	34790	10pm to 4am	12am to 5am	11pm to 5am
SM-5 485 N. Roxbury Drive	113	55370	10pm to 4am	12am to 5am	11pm to 5am
450 N. Crescent Drive Depends on The Wallis theater schedule	481	185805	11pm to 4am	12am to 5am	All Day
321 S. La Cienega Blvd.	319	129000	11pm to 5am	10pm to 6am	10pm to 6am
9355 Civic Center Drive schedule on weekends can be flexible	112	n/a	10pm 4am	7pm to 4am	All Day

- Contractor shall check-in with the CITY's representative immediately upon arriving at the parking facilities and prior to performing any work Contractor shall maintain a log of the time, day, and facility all work was completed.
- Contractor shall contact the non-emergency telephone number for the City's dispatch service to inform them when work has started and finished. Although this is one phone number, this shall serve to notify both Police and Fire Departments of the location and nature of the work.
- In the event Contractor requests to work during regular business hours, and such working hours are approved by City, contractor shall be responsible for posting necessary notification and blocking off necessary spaces/levels.
- Coordinate with City tenants for work. No work will be conducted during the tenant's normal business hours without written approval by City.

2.3 Extreme Care

The following parameters apply to Cleaning Services:

- Work can be performed seven (7) days per week between the hours specified by parking facility, except where inappropriate due to noise constraints. Any work done outside of the hours listed herein shall require of the City's approval.
- Extreme Care must be taken to not allow water to enter into any building (i.e. under doors), elevator and elevator shafts. Contractor shall be responsible for protecting all electrical lighting, elevator equipment, parking revenue equipment, parking space monitoring and other equipment and areas as necessary.
- The Contractor shall be responsible for bagging (and removing bagging from) smoke detectors to reduce false alarms.
- The Contractor shall provide a point person to be available when service is provided. If there is a need for an on-site meeting due to an emergency or unexpected conditions that may be caused by water damage or any other related problems caused by the service, the point person shall respond accordingly.
- A report of the work performed must be submitted via email to parking@beverlyhills.org by 10:00AM and shall include:
 - Address of the location serviced

- Area and type of work performed
- Problems incurred if any, specifying the damages and how clean up was performed
- Deficiencies in the Work are to be corrected at no additional cost to the City within three (3) calendar days from the date of the inspection unless otherwise agreed to by the Parking Services Manager or designate.
- Contractor shall recognize that some parking facilities are in close proximity to residential and retail units and shall do everything possible to mitigate all disturbances. If complaints are received then the City reserves the right to change the working hours at no additional cost.

2.4 **Schedule**

The contract is anticipated to be awarded in October 2015. For the initial deployment after the award of the agreement, the City wishes to clean as many facilities as possible prior to the Wednesday before Thanksgiving. The list below represents the priority by facility.

Work may NOT be performed at the following facilities from Thanksgiving to Christmas:

1. 438 N. Beverly Dr. – 439 N. Canon
2. 9510 Brighton Way
3. The Public Gardens, 241 N. Canon Dr. – 242 N. Beverly Dr.
4. 216 S. Beverly Drive
5. 440 N. Camden Drive
6. 461 N. Bedford Drive
7. 345 N. Beverly Drive
8. 450 N. Crescent Drive
9. 9361 Dayton Way
10. 333 N. Crescent Drive
11. 221 N. Crescent Drive
12. 485 N. Beverly Dr. SM-1
13. 485 N. Rodeo Dr. SM -2
14. 485 N. Camden Dr. SM-3
15. 485 N. Bedford Dr. SM-4
16. 485 N. Roxbury SM-5

Work may be performed at the following facilities between Thanksgiving and Christmas:

1. 450 N. Rexford Drive
2. 9355 Civic Center Drive
3. 321 S. La Cienega Blvd.
4. 9333 W. Third Street

Based upon the above list, please indicate which parking structures you will be able to complete (Basic Cleaning) by Wednesday, November 18, 2015. If you are awarded the contract, you will be eligible to start work on Thursday, October 8, 2015, provided all paperwork and submittals are in order.

2.5 **General Cleaning Terms**

- **Basic Cleaning** – this includes the removal of all oil, dirt, grease, tire dust, and other substances that may be found in parking garages. All restrictions and services levels apply herein:

- All floor surface areas of the garage, including parking stalls, driving lanes, ramps, entry/exit lines or other painted surfaces
 - All railings and stairwells throughout the parking facility
 - All horizontal surfaces of the facility interior
- **Add-on Walls** – Assuming that Contractor is already in the City working in other power cleaning projects for the City, this is cleaning the walls, columns, and vertical surfaces -up to 10 feet to be performed in conjunction with the Basic Cleaning.
 - **Add-on Ceilings** – Assuming that Contractor is already in the City working in other power cleaning projects, this includes pipes, conduits, walls greater than 10 feet, and light fixtures. Cleaning of the ceilings will consist of removing dust, dirt, cob webs, and washing areas where it is applicable.
 - **Add-on Gum Removal** – Assuming that Contractor is already in the City working in other power cleaning projects for the City, this is using special tools to either wash away or scrape away gum that has been stepped on or driven over and imbedded in the parking deck and/or stairwells. The gum removal pricing should be based on an average of 100 sq. ft. surface area.
 - **Add-on Exterior Cleaning** – Assuming that Contractor is already in the City working in other power cleaning projects for the City, this is power cleaning all surfaces on the exterior of the facility. Removing any specific marks or graffiti.
 - **Stand Alone Stairs** – Assuming that Contractor is not working in a power cleaning project for the City and comes specifically to power clean, wash/scrub stairs. Remove any stains, remove gum, disinfect remove gum, disinfect and add air freshener.
 - **Stand Alone Gum Removal** – Assuming that Contractor is not working in a power cleaning project for the City and comes specifically to remove gum using special tools to either wash away or scrape away gum that has been stepped on or driven over and imbedded in the parking deck and/or stairwells.
 - **Stand Alone Exterior Cleaning** – Assuming that Contractor is not working in a power cleaning project for the City and comes specifically to power cleaning all surfaces on the exterior of the facility. Removing any specific marks or graffiti.

2.6 **Equipment, Materials and Supplies**

All equipment will be required to conform to the height restrictions of the individual parking facilities, the lowest of which is 6'5". All cleaning agents to be approved by the Parking Services Manager prior to use and must be environmentally friendly; and MSDS sheet must be provided to the City.

2.7 **Contractor Responsibilities**

The Contractor shall inform the City prior to proceeding with any work activities that may be hazardous to workers of the City, of other employers or other persons at or near the work site so that safety precautions can be initiated and or coordinated. List all materials used in the performance of this service. Specify if/how treatment may contribute to the future upkeep of the parking facilities. Specify any side-effects or limitations of the materials or process.

2.8 **Clean-Up**

The Contractor shall be responsible for the removal of all equipment, debris, excess and extraneous materials from the site and leave the Work and surrounding areas affected clean and

ready for public use. All debris is to be removed and properly disposed, not allowing any debris to enter the catch basins.

2.9 **Supplied By the City**

The City shall provide at No Cost to the Contractor:

- (a) Water from hose bibs located in parking structures
- (b) Water from fire hydrants

SECTION 3.0 GENERAL CONDITIONS

3.1 **Applicable Regulations**

All products, services and supplies must comply with all Federal and local regulations. The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Work.

3.2 **Permits and Licenses**

The successful Contractor(s), their employees, agents and vehicles shall have and maintain permits and licenses as required by law for the execution of Work related to this Contract.

The Contractor will be required to conform to all Federal and City Acts and Regulations that may apply to the operation of this Contract. The Contractor is required to obtain and pay for all necessary permits, license and inspection fees. Certified copies of required permits/licenses will be available upon request by the City.

3.3 **Drains**

All drains must be covered /sealed so no runoff shall be deposited. No runoff shall reach the street or storm drains at any time.

3.4 **Water and Wastewater**

All water and wastewater generated from the act of cleaning these facilities shall be properly hauled and treated off-site. Vendor shall provide a description of the reclaiming and disposal process with the RFP submittal. Contractor shall comply with all federal, state and local regulations. Contractor shall include a copy of all currently held permits and legal proof of compliance. Contractor shall provide a copy of all necessary permits, manifests and proof of legal disposal at an approved facility. Documentation shall be provided to City without demand upon receipt by Contractor. The City promotes water alternatives in addition to water use best practices and conservation efforts. Please tell us how many gallons of water in average you estimate to use to clean an area of 600 square feet.

SECTION 4.0 PROPOSAL AND FORMAT

4.1 **Proposal**

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, transportation, service, sales taxes, and other costs necessary to complete the Work in strict conformity with the Contract Documents, at prices indicated in the attached Pricing Per Occurrence table.

4.2 **Sections of the Proposal**

Please provide your response in the following format to ensure your Proposal receives fair evaluation.

- Tab 1 – Company Description
- Tab 2 – Description of Cleaning/Washing/Scrubbing Services
- Tab 3 – Best Management Practices – Water Conservation
- Tab 4 – Description of water disposal practices
- Tab 5 – Description of how to protect ceilings and other sensitive equipment
- Tab 6 – Printout of Pricing Spreadsheet
- Tab 7 – Pricing and Description of Alternative Proposals

The City is seeking traditional and other waterless methods to power cleaning. The City promotes water alternatives in addition to water use best practices and conservation efforts.

4.3 Decline to submit proposal

If you choose not to submit a proposal then please share with us the reason(s) why you are not submitting your proposal, this will help us for future opportunities.

4.4 Discount Pricing

As the agreement may be awarded in any manner deemed to be in the best interest of the City, please indicate any discounts (as a percentage) offered on the proposed services if the City was to award the full scope of work (as executed) to your organization.

4.5 As Needed Service Rate

Please provide a listing of fees/rates for any additional work or services not described herein, including on-call/on-demand work. Please indicate all associated fees and how such fees are calculated. Example: Minimum fee, fee per hour, fee per space or fee per sq. ft.

4.6 Escalation Clause

It is understood and agreed that the prices shown throughout this document shall apply throughout the term of the issued purchase order and any extensions thereof. Please indicate if you intend to escalate these fees should the agreement extend beyond the first year and any or all of the agreement extensions are executed by the City. Please indicate if the escalation is a dollar amount or percentage change and when the escalation would take effect.

Proposed Pricing Per Occurrence

Address	Basic Cleaning	Add-on Walls	Add-on Ceilings	Add-on Gum Removal	Add-on Exterior Cleaning	Stand Alone Stairs	Stand Alone Gum Removal	Stand Alone Exterior Cleaning
345 N. Beverly								
216 S Beverly								
9510 Brighton Way								
440 N Camden Drive								
450 N Rexford Drive								
438 N Beverly Dr. - 439 N Canon Dr.								
241 N Canon Dr. - 242 N Beverly Dr.								
9333 W Third Street								
461 N Bedford Drive								
221 N Crescent Drive								
333 N Crescent Drive								
9361 Dayton Way								
SM-1 485 N Beverly Drive								
SM-2 485 N Rodeo Drive								
SM-3 485 N Camden Drive								
SM-4 485 N Bedford Drive								
SM-5 485 N Roxbury Drive								
450 N Crescent Drive								
321 S La Cienega Blvd.								
9355 Civic Center Drive								

Facility Information								
Address	Parking Inventory	ADA Spaces	Approx. Sq.	EVC	EVC Cars	# Stairwells	Levels	Clearance
345 N. Beverly	287	7	145000	4	7	2	6	Upper 8'2 /Lower 7'0
216 S Beverly	233	8	90500	2	4	2	5	7'2
9510 Brighton Way	249	8	126000	2	3	2	6	6'6
440 N Camden Drive	364	8	154000	2	4	2	7	6'10
450 N Rexford Drive	530	19	216400	2	4	3	7	6'10
438 N Beverly Dr. - 439 N Canon Dr.	408	8	190000	2	4	2	4	7'0
241 N Canon Dr. - 242 N Beverly Dr.	641	21	329740	2	4	3	4	7'0 (Accessible 8'2)
9333 W Third Street	510	9	187518	2	4	2	5	7'0 (Accessible 8'2)
461 N Bedford Drive	468	11	205200	2	4	2	7	6'5
221 N Crescent Drive	713	14	345120	2	4	3	6	6'10
333 N Crescent Drive	515	8	247900	2	2	2	5	6'10
9361 Dayton Way	221	7	103870	2	2	2	3	6'10
SM-1 485 N Beverly Drive	72	3	35280	0	0	2	2	Upper 8'2 /Lower 6'6
SM-2 485 N Rodeo Drive	69	3	33810	0	0	2	2	Upper 8'2 /Lower 6'6
SM-3 485 N Camden Drive	72	3	35280	0	0	2	2	Upper 8'2 /Lower 6'6
SM-4 485 N Bedford Drive	71	3	34790	0	0	2	2	Upper 8'2 /Lower 6'6
SM-5 485 N Roxbury Drive	113	5	55370	0	0	2	2	Upper 8'2 /Lower 6'6
450 N Crescent Drive	481	7	185805	6	6	3	3	8'2
321 S La Cienega Blvd.	319	8	129000	2	4	0	1	6'10
9355 Civic Center Drive	112	0	n/a	0	0	0	2	7'0"

Proposed Cleaning Schedule - Annual Basis

Address	Basic Cleaning	Add-on Walls	Add-on Ceilings	Add-on Gum Removal	Add-on Exterior Cleaning	Stand Alone Stairs	Stand Alone Gum Removal	Stand Alone Exterior Cleaning
345 N. Beverly	2	1	1	1	1	10	0	0
216 S Beverly	2	1	1	1	1	10	0	0
9510 Brighton Way	2	1	1	1	1	10	0	0
440 N Camden Drive	2	1	1	1	1	4	0	0
450 N Rexford Drive	2	1	1	1	1	10	0	0
438 N Beverly Dr. - 439 N Canon Dr.	3	1	1	1	1	9	0	0
241 N Canon Dr. - 242 N Beverly Dr.	2	1	1	1	1	10	0	0
9333 W Third Street	2	1	1	1	1	4	0	0
461 N Bedford Drive	2	1	1	1	1	10	0	0
221 N Crescent Drive	2	1	1	1	1	4	0	0
333 N Crescent Drive	2	1	1	1	1	4	0	0
9361 Dayton Way	2	1	1	1	1	4	0	0
SM-1 485 N Beverly Drive	2	1	1	1	1	10	0	0
SM-2 485 N Rodeo Drive	2	1	1	1	1	10	0	0
SM-3 485 N Camden Drive	2	1	1	1	1	10	0	0
SM-4 485 N Bedford Drive	2	1	1	1	1	10	0	0
SM-5 485 N Roxbury Drive	2	1	1	1	1	10	0	0
450 N Crescent Drive	2	1	1	1	1	10	0	0
321 S La Cienega Blvd.	2	1	1	1	1	x	0	0
9355 Civic Center Drive	2	1	1	1	1	x	0	0

DRAFT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND COMPANY FOR POWER CLEANING SERVICES OF THE CITY'S PARKING FACILITIES

NAME OF CONTRACTOR:	Company Name
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Primary Contact
CONTRACTOR'S ADDRESS:	Street Address City, State & Zip
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: George Chavez Director of Public Works Services
COMMENCEMENT DATE:	TBD
TERMINATION DATE:	TBD
CONSIDERATION:	TBD

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND COMPANY FOR POWER CLEANING SERVICES OF
THE CITY'S PARKING FACILITIES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Company Name (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services provided (the "Services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services upon THE Commencement Date or upon receipt of a written notice to proceed from CITY. Contractor shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein based upon the rates set forth in Exhibit B.

- (b) **Additional Services.** City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONTRACTOR shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. CONTRACTOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement.

Section 8. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 9. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance (errors and omissions), with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and approved by City. Further, CONTRACTOR agrees to maintain in full force and affect such insurance for one year after this Agreement has been terminated.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(c) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(d) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form satisfactory to the City Attorney, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(i) The policies of insurance required by this Agreement shall contain an endorsement naming the CITY and CITY'S elected officials, officers and employees as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(j) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The CONTRACTOR hereby waives all rights of subrogation against CITY.

(k) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification.

(a) CONTRACTOR shall indemnify, defend and hold City, its elected officials, officers, employees, agents and volunteers free and harmless with respect to all claims, suits, actions, liabilities, expenses and/or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest and defense costs including expert witness fees, where the same arise out of, or are connected with, in whole or in part, the acts or omissions of CONTRACTOR, or any of CONTRACTOR's officers, agents, employees or contractors, in the performance of this Agreement, and which result in death, personal injury or property damage to any individual or entity, including the employees or officials of CONTRACTOR, excepting only such claims and liabilities that arise solely out of the City's active negligence.

(b) CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.

(c) City does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

(d) CONTRACTOR agrees to indemnify, hold harmless and defend City, the City Council and each member thereof, every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorney's fees and costs) arising from or related to any claim that use of the Software provided by CONTRACTOR infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. CONTRACTOR shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that City gives CONTRACTOR prompt notice of such claim of which it learns. In all events, City shall have the right, but not the obligation, to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. This indemnity provision shall survive termination of this Agreement.

Section 11. Representation. CONTRACTOR hereby grants to City a non-exclusive license to the software provided under this Agreement and warrants that it has the full power and authority to grant the license to CITY and that the license to and use by the CITY of the software will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

Section 12. Termination.

(a) CITY may cancel this Agreement, with or without cause, at any time upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONTRACTOR for the full performance of the services required by this Agreement.

Section 13. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 14. City Representative. The City Manager or his designee shall represent the CITY in the implementation of this Agreement.

Section 15. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 16. Precedence. In case of conflict between CONTRACTOR'S Quote attached as Exhibit A-2 and this Agreement, this Agreement shall take precedence over CONTRACTOR'S Quote.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the _____ day of _____, 2015.

CITY OF BEVERLY HILLS
A Municipal Corporation

Mahdi Aluzri
City Manager

CONTRACTOR: COMPANY NAME

REPRESENTATIVE'S NAME
Title

REPRESENTATIVE'S NAME
Title

APPROVED AS TO CONTENT:

George Chavez
Director Public Works Services

Chad Lynn
Assistant Director, Public Works Services

Karl Kirkman
Risk Manager

EXHIBIT A

Scope of Services

Complete cleaning service of the parking facilities using special power cleaning tools including but not limited to power scrubbers, steam cleaners, power washers, and cleaning brushes. We encourage Contractors to be creative and propose alternatives to using and/or cleaning with water.

EXHIBIT B

Schedule of Rates and Payment Schedule

Upon completion of the services required by this Agreement, Contractor shall submit an itemized statement to City for its services performed, which shall include documentation setting forth in detail a description of the services rendered. The schedule of rates is set forth in Exhibit A. The payment schedule for CONTRACTOR's services is as follows:

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____

BY : _____

Authorized Insurance Representative

TITLE : _____

AGENCY : _____

Address : _____
