Council Meeting of
June 17, 2008

Honorable Mayor and Members
Of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Trash Maintenance at Bus Stops in the City of Torrance

EXPENDITURE: Not to Exceed $189,540 ($63,180 Annually)

RECOMMENDATION

Recommendation of the Transit Director that City Council authorize a consulting services agreement with Graffiti Protective Coatings, Inc. (GPC) for the period of July 1, 2008 through June 30, 2011 with two one-year extensions available based upon mutual agreement between City and GPC for the maintenance of bus stops within City boundaries at a cost not to exceed $189,540.00 ($63,180 annually).

FUNDING

Funding is and will be made available in the FY 2008-09, FY 2009-10, and FY 2010-11 Transit Department operating budgets.

BACKGROUND/ANALYSIS

Pursuant to the California Regional Water Quality Control Board, Los Angeles Region, the National Pollutant Discharge Elimination System (NPDES) requires municipalities to provide, empty, and maintain trash cans at all transit stops within its jurisdiction.

Request for Bid No. B2008-17 was released on April 6, 2008 for submittal by May 1, 2008. There were three responsive bidders. GPC, the incumbent provider, was selected over the two other bidders for this service because their bid was the lowest and is responsive to all *Specifications* for the Bid. GPC has been providing the bus stop trash maintenance service for the past three and one-half years and Transit staff is very pleased with their performance. GPC also has the graffiti abatement contract with the City of Torrance, General

Services Department. General Services reports that they are very satisfied with the service provided by GPC.

No.	Name of Bidder	Bid Amount *
1	CleanStreet	$296,400.00
2	Graffiti Protective Coatings	$189,540.00
3	ShelterCLEAN	$561,600.00

* Bid amount includes trash maintenance for up to 300 stops in the City of Torrance. It also includes service for maintenance, installation, and uninstallation of trash cans, poles, and signage as directed by Torrance Transit.

Respectfully Submitted,

Kim Turner
Transit Director

Concur:

LeRoy J. Jackson
City Manager

Attachment: A) Contract Services Agreement

ATTACHMENT A

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2008 ("The Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Graffiti Protective Coatings, Inc. a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish maintenance, servicing, repair, and installation of trash receptacles and miscellaneous street furniture at bus stops in the City of Torrance.

B. In order to obtain the desired services, the CITY has circulated a Notice Inviting Bids ("NIB") to furnish maintenance, servicing, repair, and installation of trash receptacles and miscellaneous street furniture at bus stops in the City of Torrance, Bid No. B2008-17. CONTRACTOR represents that it is qualified to perform those services.

C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the NIB. Based upon its review of all Bids submitted in response to the NIB, the CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. <u>SERVICES TO BE PERFORMED BY CONTRACTOR</u>

CONTRACTOR will provide the services listed in the Notice Inviting Bids attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the NIB will be performed in a competent, professional and satisfactory manner. A copy of the Bid is attached as Exhibit B.

2. <u>TERM</u>

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2011. This Agreement includes two one-year options. The options can be exercised only by the CITY.

3. <u>COMPENSATION</u>

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the

Proposal; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $ 189,540.00 ("Agreement Sum"), unless otherwise first approved in writing by the CITY. In the event the CITY exercises an option for an additional year, then the costs may be increased by an amount not to exceed the Consumer Price Index – All Urban Consumers.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions,

governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

Dennis Kobata is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Carla Lenhoff, President

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR

may 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 the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

(1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

(a) Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

(b) Primary Property Damage of at least $250,000 per occurrence; or

(c) Combined single limits of $1,000,000 per occurrence.

(2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

(3) Workers' Compensation with limits as required by the Labor Code of the State of California and Employers Liability with limits of at least $1,000,000 per occurrence.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

F. CONTRACTOR must include all subcontractors as insured under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. <u>SUFFICIENCY OF INSURERS</u>

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

(1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

(2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

(3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the

next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONTRACTOR:	Graffiti Protective Coatings, Inc. 419 N. Larchmont Blvd, Suite #264 Los Angeles, CA 90004 Fax: (323) 656-3579
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

_____
Dan Walker, Mayor

Graffiti Protective Coatings, Inc.
A California corporation

By: _____
Carla Lenoff
President

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Patrick Q. Sullivan
Deputy City Attorney

Attachments:	Exhibit A	Notice Inviting Bids
	Exhibit B	Bid

EXHIBIT A

NOTICE INVITING BIDS

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-17

Bid to Furnish Maintenance, Servicing, Repair, and Installation of Trash Receptacles and Miscellaneous Street Furniture at Bus Stops in the City of Torrance

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BID SUBMITTAL INFORMATION

PLACE:	CITY OF TORRANCE Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
DEADLINE:	2:00 PM
DATE:	Thursday, May 1, 2008

The ***ORIGINAL, PLUS TWO (2) COPIES*** of the BID must be submitted in a sealed envelope and marked with the bid number and title.

BIDS MAY BE MAILED OR HAND DELIVERED. NO FAXED BIDS WILL BE ACCEPTED. LATE BIDS WILL NOT BE ACCEPTED. Bids will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

All responses must include the following components:

? Vendor's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
? Vendors/Contractors Affidavit (Attachment 1)

Upon award of contract, proof of insurance, as indicated in the terms and conditions of this bid document, must be submitted to the City Clerk's Office.

Any questions regarding this bid should be directed to:

Dennis Kobata
Transit Department
310.618.3029
dkobata@torrnet.com

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-17

Bid to Furnish Maintenance, Servicing, Repair, and Installation of Trash Receptacles and Miscellaneous Street Furniture at Bus Stops in the City of Torrance

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SECTION I BID INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed bids will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, May 1, 2008, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of bids. An original and two copies of each bid must be submitted in a sealed envelope and clearly marked: "Bid to Furnish Maintenance, Servicing, Repair, and Installation of Trash Receptacles and Miscellaneous Street Furniture at Bus Stops in the City of Torrance, B2008-17".

Definitions:

The following meanings are attached to the following defined words when used in these specifications and the contract. The word "City" means the City of Torrance, California. The word "Bidder" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof. "Successful Bidder" means the Bidder, Vendor or Contractor that has been awarded the contract.

Bid Form:

The bid must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Bid to Furnish Maintenance, Servicing, and Repair of Trash Receptacles at Bus Stops in the City of Torrance, B2006--00" and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd, Torrance CA, 90503. If the bid is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to a contract. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic bid will be considered.

Blank spaces in the bid form must be filled in using ink, indelible pencil, or typewriter, and the text of the bid form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a bid will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the bid form over the signature of the Bidder.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening bids. Revisions and amendments, if any, will be announced by an addendum to this bid. If the revisions require additional time to enable bidders to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the bid. Failure to attach any addendum may render the bid non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any bid, and to be the sole judge of the relative merits of the material and or service mentioned in the respective bids received. The City reserves the right to reject any bid not accompanied with all data or information required.

This bid does not commit the City to award a contract or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the bid is genuine and not collusive or made in the interest or on behalf of any person not named in the bid, that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder. Any bid submitted without an affidavit or in violation of this requirement will be rejected.

Standards for Evaluation of Bids:

The City staff will use the following priorities, as well as pricing, in determining which bid best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

Bids will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the specifications, prior experience with comparable bids, delivery, and cost.

Errors and Omissions:

The Bidder will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Bidder's specifications submitted with its bid. Full instruction will always be given when errors or omissions are discovered.

Bidders Examination of Requirements:

The bidder is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a bid proposal will be considered prima facie evidence that the bidder has made such examination.

The Contract:

The bidder to whom the award is made will be required to enter into a written contract with the City of Torrance in the form attached (Attachment A). A copy of this notice inviting bids, and the bidder's accepted bid will be attached to and become a part of the contract. All services supplied by the Vendor will conform to the applicable requirements of the City Charter, City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Vendor, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

Term of Agreement:

The term of the agreement will be for a period of three years beginning July 1, 2008 and terminating on June 30, 2011. Two one-year options upon agreement between City and Contractor may be executed.

Suspension of Procurement:

City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, Vendor will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

Vendor will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-17

Bid to Furnish Maintenance, Servicing, Repair, and Installation of Trash Receptacles and Miscellaneous Street Furniture at Bus Stops in the City of Torrance

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SECTION II SPECIFICATIONS

? Inspect trash cans and replace bags at least two times per week at 300 identified bus stops. City may increase the number of identified bus stops during the contract period and will reimburse Contractor at the per stop rate included in the Agreement. Trash bags shall be black or other dark color. Stops will be identified by Torrance Transit and may change over the course of the Agreement.

? Inspect for and remove all graffiti daily (Monday-Friday) at all bus stops.

? Pick up trash within 30 feet of all bus stops at least two times per week.

? Perform safety checks of trash cans and any bench at all stops.

? Perform unlimited emergency service requests (one-hour maximum response time) during normal business hours at no additional charge to City.

? Dispose of all collected trash in City-designated trash bins at City Yard or other designated location only.

? Provide maintenance, installation, and uninstallation of trash cans, poles, benches, signage, or other street furniture as directed by Torrance Transit. This portion of the service may be subcontracted.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-17

Bid to Furnish Maintenance, Servicing, Repair, and Installation of Trash Receptacles and Miscellaneous Street Furniture at Bus Stops in the City of Torrance

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SECTION III BID PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

In accordance with your "Invitation to Bid", the following bid proposal is submitted to the City of Torrance.

Bid Proposal Submitted By:

_____
Name of Company

_____
Address

_____
City/State/Zip Code

_____
Printed Name/Title

_____
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

_____

_____

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

_____
Name

_____
Title

_____
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this bid.

Payment Terms:

What are your discounted invoice terms? _____

Renewal Option:

Please state, if requested by the City, if your company would agree to one additional year of renewal of this contract, with terms and conditions unchanged.

Yes _____ We would agree to an additional year with terms and conditions unchanged.

No _____ We would not be interested in renewing this contract.

Please state, if requested by the City, if your company would agree to a second additional year of renewal of this contract, with terms and conditions unchanged.

Yes _____ We would agree to a second additional year with terms and conditions unchanged.

No _____ We would not be interested in renewing this contract.

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods as requested in this bid.

Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.

Contractor's Information:

Contractor's License Number: _____ Expiration date: _____

Sub Contractor's Information:

If subcontractor(s) is to be used in the performance of this project, please provide the following information:

1. Company Name:
   _____
   Address:
   _____
   Contractor's License Number: _____ Expiration date: _____
2. Company Name:
   _____
   Address:
   _____
   Contractor's License Number: _____ Expiration date: _____
3. Company Name:
   _____
   Address:
   _____
   Contractor's License Number: _____ Expiration date: _____

Price Proposal:

Quantity	Activity Timing	Description	Unit Price	Total Price
300	2 times per week	? Inspect trash cans and replace bags at least two times per week at identified bus stops. Trash bags shall be black or other dark color. Stops will be identified by Torrance Transit and may change over the course of the Agreement. ? Pick up trash within 30 feet of all bus stops at least two times per week. ? Perform safety checks of trash cans and any bench at all stops. ? Dispose of all collected trash in City-designated trash bins at City Yard or other designated location only.		
300	Daily	? Inspect for and remove all graffiti daily (Monday-Friday) at all bus stops.		
			TOTAL	

Please note that the following items, listed in the specifications for this proposal should be included in your bid amount:

? Perform unlimited emergency service requests (one-hour response) during normal business hours at no additional charge
? Provide maintenance, installation, and uninstallation of trash cans, poles, benches, and signage as directed by Torrance Transit. This portion of the service may be subcontracted.

Specifications comments:

Bidder shall complete each item with either a check mark to indicate that the item being bid is exactly as specified, or enter a description in the Bidder's Comments Column to indicate any deviation from the specifications of the item being bid.

ITEM SPECIFICATION COLUMN	BIDDER'S COMMENTS COLUMN
Inspect trash cans and replace bags at least two times per week at 300 identified bus stops. Trash bags shall be black or other dark color. Stops will be identified by Torrance Transit and may change over the course of the Agreement.	
Inspect for and remove all graffiti daily (Monday-Friday) at all bus stops.	
Pick up trash within 30 feet of all bus stops at least two times per week.	
Perform safety checks of trash cans and any bench at all stops.	
Perform unlimited emergency service requests (one-hour maximum response time) during normal business hours at no additional charge to City.	
Dispose of all collected trash in City-designated trash bins at City Yard or other designated location only.	
Provide maintenance, installation, and uninstallation of trash cans, poles, and signage as directed by Torrance Transit. This service may be subcontracted.	

ATTACHMENT 1

STATE OF CALIFORNIA

BIDDER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of_____
(Title of Office) (Name of Company)

hereinafter called "Bidder", who has submitted to the City of Torrance a bid for

_____;
(Title of BID)

2. That the bid is genuine; that the same is not sham; that all statements of fact in the bid are true;

3. That the bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Bidder did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham bid, to refrain from proposing, or to withdraw his bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Bidder, or anyone else interested in the proposed purchase order;

5. That the Bidder has not in any other manner sought by collusion to secure for itself an advantage over any other Bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other Bidder or of anyone else interested in the proposed purchase order;

6. That the Bidder has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Bidder did not, directly or indirectly, submit the Bidder's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Bidder in its business.

8. That the Bidder has not been debarred from participation in any state, federal or public works project.

Dated this ____ day of _____, 20

_____
(Bidder Signature)

_____
(Title)

Attachment A

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of Date (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Contractor Name, type of entity ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to insert brief description of services.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or

private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

City Representative is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Representative 1
Representative 2

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may 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.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever,

including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $500,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Contractor's Name and Address
	Fax: Insert Fax Number
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with

respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By:_____

Firm Name
Type of Entity

By:_____
Signer
Title

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 1/30/01

EXHIBIT A

SCOPE OF SERVICES

[To be attached]

EXHIBIT B

COMPENSATION SCHEDULE

[To be attached]

EXHIBIT B

BID

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-17

Bid to Furnish Maintenance, Servicing, Repair, and Installation of Trash Receptacles and Miscellaneous Street Furniture at Bus Stops in the City of Torrance

---

SECTION III BID PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

In accordance with your "Invitation to Bid", the following bid proposal is submitted to the City of Torrance.

Bid Proposal Submitted By:

GRAFFITI PROTECTIVE COATINGS, INC.
Name of Company

419 N. LARCHMONT BLVD. #264
Address

LOS ANGELES, CA 90004
City/State/Zip Code

CARLA LENHOFF, PRES.
Printed Name/Title

(323) 464-4472 / (323) 656-3579
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation X Partnership _____ Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

18 Years

If less than three (3) years and your company was in business under a different name, what was that name?

_____

_____

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

BARRY STEINHART
Name

GEN MGR
Title

(213) 591-1153 / (323) 656-3579
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_X_ No Addenda received regarding this bid.

Payment Terms:

What are your discounted invoice terms? NET 30

Renewal Option:

Please state, if requested by the City, if your company would agree to one additional year of renewal of this contract, with terms and conditions unchanged.

Yes _X_ We would agree to an additional year with terms and conditions unchanged.

No _____ We would not be interested in renewing this contract.

Please state, if requested by the City, if your company would agree to a second additional year of renewal of this contract, with terms and conditions unchanged.

Yes _X_ We would agree to a second additional year with terms and conditions unchanged.

No _____ We would not be interested in renewing this contract.

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods as requested in this bid.

Name of Company/Agency	Address	Person to contact/Telephone No.
TORRANCE TRANSIT	TRANSIT OFFICE CITY YARD	DENNIS KOBATA / (310) 618-3029
MONTEBELLO BUS LINES	1600 W. BEVERLY MONTEBELLO, CA	TOM BARRIO / (323) 887-4600
CITY OF BELL	6320 PINE BELL, CA	LUIS RAMIREZ / (323) 588-6211

Contractor's Information:

Contractor's License Number: 672447 Expiration date: 6/30/09

Sub Contractor's Information:

If subcontractor(s) is to be used in the performance of this project, please provide the following information:

1. Company Name: All Purpose Manufacturing Inc.
   Address: 614 Airport Rd., Oceanside, CA 92058
   Contractor's License Number: 853550 Expiration date: 1/31/09
2. Company Name: _____
   Address: _____
   Contractor's License Number: _____ Expiration date: _____
3. Company Name: _____
   Address: _____
   Contractor's License Number: _____ Expiration date: _____

Price Proposal:

Quantity	Activity Timing	Description	Unit Price	Total Price
300	2 times per week	• Inspect trash cans and replace bags at least two times per week at identified bus stops. Trash bags shall be black or other dark color. Stops will be identified by Torrance Transit and may change over the course of the Agreement. • Pick up trash within 30 feet of all bus stops at least two times per week. • Perform safety checks of trash cans and any bench at all stops. • Dispose of all collected trash in City-designated trash bins at City Yard or other designated location only.	$ 2.80	$840.00 per week
300	Daily	• Inspect for and remove all graffiti daily (Monday-Friday) at all bus stops.	$ 0.25	$75.00 per day
		TOTAL	$	63,180.00 * per year

Please note that the following items, listed in the specifications for this proposal should be included in your bid amount:

- Perform unlimited emergency service requests (one-hour response) during normal business hours at no additional charge → NO CHARGE
- Provide maintenance, installation, and uninstallation of trash cans, poles, benches, and signage as directed by Torrance Transit. This portion of the service may be subcontracted.
  ↳ SUB COST + $ø

* Weekly Service

300 STOPS x $2.80 PER STOP x 52 WEEKS = $ 43,680.00

Daily Service

300 STOPS x $0.25 PER STOP x 260 DAYS = $ 19,500.00

63,180.00

$ per year

Specifications comments:

Bidder shall complete each item with either a check mark to indicate that the item being bid is exactly as specified, or enter a description in the Bidder's Comments Column to indicate any deviation from the specifications of the item being bid.

ITEM SPECIFICATION COLUMN	BIDDER'S COMMENTS COLUMN
Inspect trash cans and replace bags at least two times per week at 300 identified bus stops. Trash bags shall be black or other dark color. Stops will be identified by Torrance Transit and may change over the course of the Agreement.	✓
Inspect for and remove all graffiti daily (Monday-Friday) at all bus stops.	✓
Pick up trash within 30 feet of all bus stops at least two times per week.	✓
Perform safety checks of trash cans and any bench at all stops.	✓
Perform unlimited emergency service requests (one-hour maximum response time) during normal business hours at no additional charge to City.	✓
Dispose of all collected trash in City-designated trash bins at City Yard or other designated location only.	✓
Provide maintenance, installation, and uninstallation of trash cans, poles, and signage as directed by Torrance Transit. This service may be subcontracted.	✓

ATTACHMENT 1

STATE OF CALIFORNIA

BIDDER'S AFFIDAVIT

COUNTY OF LOS ANGELES

CARLA LENHOFF being first duly sworn, deposes and says:

1. That he/she is the PRESIDENT (Title of Office) of GRAFFITI PROTECTIVE COATINGS, INC. (Name of Company)

hereinafter called "Bidder", who has submitted to the City of Torrance a bid for

MAINTENANCE, SERVICING, REPAIR, AND INSTALLATION OF TRASH RECEPTACLES AND MISC. STREET FURNITURE AT BUS STOPS IN TORRANCE (Title of BID)

2. That the bid is genuine; that the same is not sham; that all statements of fact in the bid are true;

3. That the bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Bidder did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham bid, to refrain from proposing, or to withdraw his bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Bidder, or anyone else interested in the proposed purchase order;

5. That the Bidder has not in any other manner sought by collusion to secure for itself an advantage over any other Bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other Bidder or of anyone else interested in the proposed purchase order;

6. That the Bidder has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Bidder did not, directly or indirectly, submit the Bidder's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Bidder in its business.

8. That the Bidder has not been debarred from participation in any state, federal or public works project.

Dated this 28 day of APRIL, 2008

(Bidder Signature)

PRESIDENT
(Title)