

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2022 (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. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide graffiti removal services and bus stop maintenance for the CITY.
- B. In order to obtain the desired services, the CITY has circulated a Notice Inviting Bids for the Graffiti Removal Services for the City of Torrance RFP No. 2022-25 (the "NIB"); and
- 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 Plans and Specifications. 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. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

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

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; 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 \$2,070,000 for graffiti removal services and \$473,200 for bus stop maintenance ("Agreement Sum"), unless first approved in writing by the CITY.

B. Schedule of Payment.

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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 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 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

Nina Schroeder 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

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. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

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. **PREVAILING WAGE**

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the

Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

16. 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.

17. 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.

18. INSURANCE

A. CONTRACTOR and its subcontractors must maintain for the duration of the Agreement 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) Primarily 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) Commercial 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 \$2,000,000 per occurrence, \$4,000,000 aggregate.

- (3) Workers' compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, very officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies. Additional insured coverage endorsement must also apply to all work performed by CONTRACTOR.
- D. CONTRACTOR must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) 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 notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds 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 18.
- G. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.
- I. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such

insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

19. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" 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.

20. 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 affects 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.

21. 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.
7. 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 90503
Fax: (310) 618-2931

with a copy to: Attn: Nina Schroeder
General Services Department
3350 Civic Center Dr.
Torrance, CA 90503
Fax: (310) 781-7199

- 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.

22. 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.

23. 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.

24. 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. To the extent that the terms of the Bid or Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

25. 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.

26. TIME OF ESSENCE

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

27. 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.

28. 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.

29. 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.

30. ATTORNEY'S FEES

Except as provided for in Paragraph 16, 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.

31. EXHIBITS

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

32. 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.

33. PUBLIC RECORDS ACT

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Bid used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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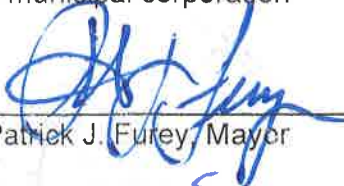
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In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

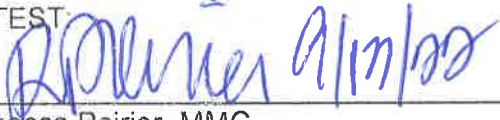
CITY OF TORRANCE,
a municipal corporation



Patrick J. Furey, Mayor

Graffiti Protective Coatings, Inc.,
a California corporation


By: _____
Carla Lenhoff, President

ATTEST:


Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: 

Patrick Q. Sullivan

Attachment: Exhibit A: Bid
Rev. 0819



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2022-25

RFP for Graffiti Removal Services for the City of Torrance

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted. No Exceptions

Location: Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

Date: Monday, May 23, 2022

Time Deadline: 3:00 p.m. Local (Pacific) Time

Submittal Requirements

An original plus four (4) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Vendor’s Response (Section III of this document) on the forms provided. If additional space is required, please attach additional sheets/pages. Include all that is listed under “Required Proposal Submittals” on page 20 through page 26 of this RFP
- Vendor’s Affidavit (Attachment 1)
- References (Attachment 2)
- Addenda Acknowledgment (Addenda will be posted on the City website (3) business days prior to the proposal due date at: <https://www.torranceca.gov/government/general-services/completed-projects>)
- Proof of DIR Registration
- Other information about your company that would assist the City in the evaluation of your RFP submittal.

Prior to the award of a Contract

The successful consultant, must submit the following to the City of Torrance

- Proof of insurance as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923

**Pre-Proposal Conference
NOT APPLICABLE**

Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on Monday, May 16, 2022
 - Your questions should be directed to:
Nina Schroeder, General Services Department
NSchroeder@TorranceCA.gov

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on Monday, May 23, 2022. An original and four (4) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for Graffiti Removal Services for the City of Torrance, RFP No. B2022-25."

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, Transit System, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Background:

The City of Torrance is currently seeking graffiti removal services. Approximately 80% - 85% work time will be spent patrolling the City in vehicles provided by the contractor, seeking and removing graffiti using various chemicals, and/or water blasting, based on the nature of the graffiti to be removed. The remaining 15% - 20% of the work includes restoring surfaces where graffiti was removed, assessing the nature of the graffiti found to determine the best method and technique to remove the graffiti, and limited painting to cover up surfaces in which graffiti was removed.

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Consultant, Contractor, Proposer, Firm or Vendor	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Contractor and the City as a result of this Request for Proposals

Proposal Submittal Form:

Interested Vendors must submit five (5) separately bound copies of their proposal. One (1) of the five must be an original. Proposals must include the following information in the ordered format outlined below:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for Graffiti Removal Services for the City of Torrance, RFP No. B2022-25" and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, 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 contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

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

Questions:

Questions must be submitted in writing via email to Nina Schroeder at NSchroeder@TorranceCA.gov by 12:00 P.M Noon, local Pacific time on Monday, May 16, 2022. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be posted on the City website <https://www.torranceca.gov/government/general-services/completed-projects> as an addendum to the RFP (3) business days prior to the proposal due date.

All addenda must be acknowledged. Failure to acknowledge addenda on the proposal forms provided may render the proposal non-responsive and cause it to be rejected. It is the Vendors sole responsibility to visit the project's website to obtain and administer any Addendum related to this RFP. An Addendum must be acknowledged by a proposer in its submitted form of Proposal.

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual email address above and on page 1 of this Request for Proposal. Any verbal communications will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

Examination of RFP Documents

Proposer shall read this entire package and submit all requested information and forms with their proposal. The submitted proposals represent vendors thoroughly examined and become familiar with the work required and understand project objections and are capable of performing quality work to achieve the City's objectives. Proposers must fully inform themselves of the conditions, requirements and specifications of work and materials to be furnished. Failure to do so will be the Proposer's sole risk.

Errors and Omissions:

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

Reservation:

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

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

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

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

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

Permits and Licenses:

The vendor/contractor will procure and execute all permits and licenses, pay all required charges and fees, and give all notices necessary and incidental to completion of Work. The Contractor shall obtain a City of Torrance Business License. For City of Torrance Business License information, contact the City of Torrance Business License Office at (310) 618 – 5923.

Insurance:

The Contractor must maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Contract Services Agreement.

INDEMNIFICATION: The Vendor will indemnify, defend, and hold harmless the CITY, the City Council, each of its members, present and future, its officers, agents and employees from and against any and all 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.

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, compatibility with the City's current technology and operations, prior experience with similar scope of work, past history of graffiti removal work in other communities, ability to perform the required services for a city of Torrance size, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost will be reviewed to determine which proposal best meets the needs of the City.

The City's project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City evaluation committee may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement.

PART I – EVALUATION OF PROPOSALS: After receipt of proposals for this project, the City’s project evaluation committee will evaluate proposals based on the criteria listed below (with exception of cost), and develop a short list of qualified Firms. The Firms on this short list will then be invited to interview with the City.

CRITERIA	MAXIMUM POINTS
Plan of Operation	40
Costs (graffiti only – bid alternate not included)	40
References	20
Maximum Total Score	100

PART II – INTERVIEW: At the time of the interview should an interview be conducted, invited proposers will present an overview of their proposal to include specific discussion of their qualifications in the order of the review criteria listed in “evaluation of proposals” above.

If vendor will be merging company software with the City provided software (Accela system), vendor will need to provide a documented Web Based API (Application Programming Interface) that includes at minimum functions to submit new records, search for records, and request record status. This will enable the City to link with the vendor’s system via mobile app or web page. A web based systems demo may be requested.

Additionally, the city may request a detailed fee proposal that includes cost for each task in the scope of work section of the RFP.

Vendors may list any additional services and associated costs that are not covered in the City’s scope of work. These items should be listed separately from those specifically requested so they may be considered.

PART III – POST INTERVIEW EVALUATION: After the completion of the interviews and the scoring of the interview and cost components, the City’s project evaluation committee may invite the highest ranking Firm to negotiate a final contract as a result of this RFP. If negotiations fail, the next highest ranking firm will be invited to negotiate a final contract.

After selection and final cost negotiation, the City of Torrance will seek City Council approval for award of a formal contract.

Independent Contractor:

The successful proposer is, and will at all times 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 the awarded Agreement. The Contractor’s agents and employees are not and will not be considered employees of the City for any purpose. 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. The City has no duty, obligation, or responsibility to the Contractor’s agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor’s agents and employees. The City is not responsible and will not be held liable for the Contractor’s failure to comply with the Contractor’s duties, obligations, and responsibilities under the Affordable Care Act. The

Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site: <https://www.torranceca.gov/government/city-clerk/request-for-proposals> (view evaluated results of Bids and RFPs).

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: <https://www.torranceca.gov/government/city-clerk/request-for-proposals> (view the City's Bid / RFP Protest Procedures).

The Contract:

The Vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract, which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract. A purchase order with the same terms and conditions may be issued in lieu of the contract services agreement.

Contract Term:

The contract will be awarded for a total of five (5) service years (July 1, 2022 – June 30, 2027).

Execution of Contract:

After the Contract is awarded, the awarded bidder must execute the following documents:

1. Contract – 5 Year Service Purchase Order
2. Verification of Insurance Coverage (Certificates and Endorsements)
3. Business License Application Form

The contract must be signed by the successful bidder and returned, together with the evidence of required insurance coverage, within ten (10) working days, not including Sundays, after the bidder has received notice that the contract has been awarded. Failure to execute the contract as specified above must be just cause for

annulment of the award and forfeiture of the proposal guarantee. The Contract must not be considered binding upon the CITY until executed by the authorized CITY officials.

Contract Award:

There are two components to this Request for Proposal. The City of Torrance in an effort to achieve the best value is soliciting the following:

1. Proposals for Graffiti Removal Services
2. Bid Alternate for Transit Bus Stop Maintenance

Depending on the results from the solicitation, the City of Torrance reserves the right to award both contracts with a single contractor AND award the Graffiti Removal Services contract separately to achieve the best value for the City.

Contractors submitting responses to these solicitations should complete each package with the following expectations:

1. The Graffiti Abatement contract may be awarded as an individual contract OR may be combined with Bus Stop Maintenance contract.
2. The Bus Stop Maintenance contract will only be awarded as a combined package with Graffiti Abatement.

Consumer Price Index:

The contract may be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles Area.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract 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, selected Proposer will perform such additional work as is necessary, as determined by the City, for the orderly filing of documents, and closing of project.

The selected Proposer 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.

Prevailing Wage:

This contract is subject to California State Prevailing Wage- Pursuant to Section 1771 and 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined

by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are attached and available from the California Department of Industrial Relations' internet site at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

It is the responsibility of the Proposer to determine the correct prevailing wage pay scale for this contract.

Contractor Registration with the Department of Industrial Relations (SB 854)

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Claims

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The City Manager may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the City Manager agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the City Manager and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the City Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

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.

RFP No. B2022-25

RFP for Graffiti Removal Services for the City of Torrance

SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the City's requirements to provide graffiti removal services for the City of Torrance. All work must be done in accordance with the specifications contained herein.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over product or services, the needs of the City of Torrance will govern.

General Information:

- The City of Torrance land area is 21.2 square miles
- 329 Miles of Streets
- Number of intersections 1870
- 34 Developed Parks, total of 319.5 acreage

Contract shall be awarded for a period of 5 years (July 1, 2022 through June 30, 2027).

Regular Workday: 6:00 AM to 2:00 PM (8 hours per day, Monday through Friday)

Emergencies: As requested by the City of Torrance (24 hours per day, 7 days per week)

Tools and Materials:

The City Of Torrance will provide the following tools and materials:

- City water for water blasting
- Use of storage container at city yard for paint and paint supplies, located at the City Services Facilities (City Yard). Note: The Contractor is responsible for all of the contractor owned and City supplied materials, and equipment stored within the City supplied storage container. The storage container must be maintained in a neat and orderly manner and in compliance with all applicable local, state, and federal regulations.
- Reimbursement will be made to the contractor for paint used in restoring surfaces in which graffiti is removed.
- Work Tracking System to be used for tracking graffiti incidents and removal requests, documenting before and after information regarding incidents. See below information regarding this.

Average Incidents at the City of Torrance:

Average Incidents during a 36 month period are as follows:

- Citizen and City reported incidents – 668 (56/month average)
- Routine graffiti incidents* - 7,874 (656/month average)

**Note that routine graffiti incidents may be quantified differently from City to City depending on size or location (closeness to other incidents). The information provided above is based on history within the City of Torrance.*

Minimum Requirements:

The contractor must possess a valid State of California C-33 Painting and Decorating contractor License for the last 3 years, a C-61 Limited Specialty Classifications License, and D-38 Sand and Water Blasting License. Proposer, as the prime contractor must have 2 years of continuous, full time experience for 2 or more similar sized municipalities and be responsible for removal of ALL graffiti from public and City property within the Cities.

- “Similar sized municipalities” are defined as cities having populations over 75,000 and over 10 square miles land area.
- “Full time experience” is defined as the graffiti contractor having 2 or more graffiti removal technicians permanently assigned to each city for graffiti removal, 8 hours per day, 5 days per week.

All Graffiti Contractor employees must be able to understand written and verbal instructions provided by the graffiti coordinator in English, and complete reports relating to graffiti removal.

All Graffiti Contractor employees must have a valid Class C driver’s license and be able to safely drive a pick-up truck.

The Contractor must use graffiti removal technicians with at least one year of experience exclusively in the field of graffiti removal.

The Contractor must provide a resume for all graffiti removal technicians performing work on the project that demonstrates at least one year of graffiti removal experience.

Graffiti removal technicians must have completion of extensive graffiti removal training program. . Training program at the minimum must cover graffiti removal training and techniques that graffiti will be on with some but not all of the following surfaces: walls, sidewalks, wood fences, signs, aluminum, marble, stone, glass, window film, metal, steel, etc.

Proposer must not have failed to complete a contract within the last 5 years.

Proposer shall be in the business of providing graffiti removal services on road related facilities and private properties for at least three (3) years.

Proposer shall possess all permits, licenses, and credentials required to perform graffiti removal services

Proposer shall have the ability to furnish all the necessary personnel, equipment, cleaning materials, and supplies necessary to remove or cover graffiti.

The Contractor will provide:

1. All vehicles, equipment, tools and materials necessary for safe and effective graffiti removal not specified as provided by the City of Torrance under General Requirements.
2. C-33 Painting and Decorating contractor’s license, C-61 Limited Specialty Classifications License, D-38 Sand and Water Blasting License.
3. At least one (1) handheld mobile device (ie - smart phone) in the field for transmitting and routing work orders with attached photographs in real time. The Contractor is responsible for all costs associated with the mobile device.

4. Appropriate equipment to safely remove graffiti from hard to reach areas including elevated structures. These areas will be abated without additional compensation.
5. The contractor will have and use reclamation equipment to prevent water or other materials used in the graffiti abatement process from entering storm drains. All reclaimed products shall be disposed of in accordance with applicable Federal, State and Local regulatory requirements without additional compensation. Reclaimed material or hazardous wastes shall not be stored on City property.
6. Insurance as required by the City of Torrance. This includes Workers Compensation Insurance encompassing all employees. See attached contract for amounts.
7. A 24 hour emergency contact phone number.
8. The contractor must have equipment and ability to buff acid etched glass.
9. The contractor must have equipment and ability to apply protective window film.
10. Contractor vehicles must be labeled with Contractor business name and telephone number.
11. All necessary software, licenses, to operate the internet/web-based Accela City system. This includes cameras, licenses, contractor operated servers and computers necessary for system operation and data storage. The City will provide computers to City staff.

Scope of Work:

Approximately 80% - 85% graffiti removal services work time will be spent patrolling the City, seeking and removing graffiti using various chemicals, and/or water blasting, based on the nature of the graffiti to be removed. The remaining 15% - 20% of the work includes restoring surfaces where graffiti was removed, assessing the nature of the graffiti found to determine the best method and technique to remove the graffiti, and limited painting to cover up surfaces in which graffiti was removed.

A. Seek/find and remove/eradicate all graffiti in the following areas:

- All City owned property including City Parks
- City Park playground equipment, benches, tables, trees, etc.
- All City park restroom interiors/exteriors
- All locations visible from public thoroughfares
- Other areas as directed by the City

Graffiti is defined as any unauthorized markings or postings, initials, slogans, or drawings, written, spray-painted, or sketched on a sidewalk, wall of a building or other areas visible to the public, any unauthorized markings via the use of paint, spray paint, marking pen, felt marker, stickers, flyers, postings, chalk, or by finger imprints.

B. Removal Requirements

1. All graffiti is to be removed within 16 working hours (2 work days) of discovery
2. City or Citizen reported graffiti removed within 8 working hours of report
3. City directed emergency removals within 4 hours (same day)

C. Removal Methodology

- Power washing is the preferred method unless damages underlying or adjacent surfaces
- Various chemicals may be used to remove graffiti
- Water blasting
- Paint (for surfaces in which graffiti was removed) must match adjacent areas
- No recycled paint is to be used

- No bleed through
- Paint must be applied in a blocked pattern
- Protect all adjacent surfaces and property

**It is the City's objective that all surfaces are restored to appear exactly as they did prior to the unauthorized markings or postings.*

WORK TRACKING SYSTEM

It is required for graffiti occurrences and restoration to be tracked in a Work Tracking System, which allows City, citizens and Contractor to submit and receive updates regarding occurrences. The City will provide a Work Tracking System for Contractor to use for this purpose. Access will be provided to Contractor via a mobile device application. Use of City provided Work Tracking System will be at no cost to Contractor; however, this does not include the cost of mobile devices or mobile data needed to use the application, both of which will be provided by Contractor at no cost to City. City will provide training materials regarding expectations and use of System.

Generally, City's Work Tracking System provides the ability for citizens, City staff and Contractor to

- submit occurrences of graffiti via mobile device or website, capturing details detailed in the Documentation of Work section of Contractor Responsibilities listed below, such as
 - date, time & location of graffiti and restoration
 - information regarding the graffiti such as type, size, surface affected,
 - before and after photos
 - Contractor staff completing abatement work
 - And so on
- Automatically notify Contractor of newly reported occurrences,
- Display status information to citizens, City staff and Contractor
- Provide reports as necessary to meet City needs
- update graffiti request with abatement and other information

Contractor may request an exception to provide its own Work Tracking System rather than using City Work Tracking System. A Contractor-provided Work Tracking System must meet the functional specifications listed below, AND must be accepted by City as part of this proposal.

Exception for Contractor Work Tracking System

If Contractor would prefer to provide its own Work Tracking System in lieu of using City's Work Tracking System, Contractor's system must meet the following:

- Demonstrate system meets minimum functional needs (below)
- Provide access to City staff at no cost to City to enter new requests and administer requests
- Provide a documented REST-based Application Programming Interface (API) for integration with City computing system(s).
 - City expects to "push" data via the API to Contractor's Work Tracking System. At minimum, this would include graffiti occurrence details such as location, submitted info, photograph(s), etc. necessary for Contractor to respond to occurrence
 - City expects Contractor's Work Management System to "push" data back to City Work Management System when the occurrence is updated in Contractor System. At minimum, this would include status update information. This integration would be at Contractor's expense.
 - Provide technical information needed by City to integrate via API with Contractor's Work Management System.

City uses the Accela Civic Platform for its Work Management System. Integration of information from Contractor Work Management System back to City System will be accomplished via the Accela Construct API at Contractor's expense. City will provide information necessary to connect via this API. Integration must be

completed in a testing environment and approved by City prior to implementing in City's production environment.

Work Tracking System Minimum Functionality

Contractor Work Tracking System must be able to:

1. be accessible via the Internet concurrently from existing City computers in multiple departments at no additional compensation.
2. have differing levels of authorization for City Managers, Supervisors, and field staff. The system will be password protected.
3. provide City designated employees the ability to mark work orders as urgent/non-urgent.
4. provide City designated employees the ability to enter location of work request.
5. track and sort by each or all of the following data fields.
 - a. Location (address) including intersection and routes of service trucks, with GPS coordinates
 - b. Time (must list, but not required to be sortable)
 - c. Date
 - d. Photograph (before and after graffiti removal)
 - e. Moniker/tag (to be entered by a contractor representative by end of next work day). The Torrance Police Department or City of Torrance staff **will not** enter moniker information.
 - f. Work order number/status
 - g. Types of surfaces cleaned
 - h. Square footage cleaned
 - i. Method of removal
 - j. Surface (i.e., concrete, stucco, sign, etc.).
 - k. Square footage
 - l. Abatement work completed by each graffiti removal technician.
 - m. Zone.
6. allow citizen reporting via smart phone app and website on desktop/laptop computer
7. easily attach and print photos, and search all data fields.
8. Show:
 - a. open and closed work orders
 - b. Response time to work orders both urgent and non-urgent
 - c. types of jobs completed
9. Provide summary and detail reports
10. Deliver completed work orders real-time to the CGC via contractor operated mobile device(s) and the internet/web-based system.
11. automatically notify a technician(s) immediately by text message when a graffiti occurrence is reported.

CONTRACTOR'S RESPONSIBILITIES

Work Assignments:

1. The Contractor's graffiti removal technicians will patrol the City in contractor owned vehicles, 8 hours per day, Monday – Friday to seek out and identify graffiti incidents within the City as a part of their daily routine.
2. The Contractor shall receive additional work orders from the City Graffiti Coordinator (CGC) via the Internet/Web-based (GPS work order database) system.
3. Upon receipt of a work order, graffiti removal technicians shall inspect the location and determine the method of removal that will maintain the integrity of the surface. The graffiti removal technician will perform daily routes as assigned by their supervisor.
4. All graffiti must be photographed, recorded, and removed. (**See documentation of work.**)
5. Graffiti containing obscenities shall be removed immediately on identification or assignment, before reported by residents.

6. All graffiti discovered by contractor personnel is to be removed within 16 working hours (2 work days) of discovery, City or Citizen reported graffiti must be removed within 8 working hours of report, City directed emergency removals must be within 4 hours (same day).
7. Work orders issued by the City will have priority over graffiti discovered by contractor personnel.
8. Graffiti removal technicians will seek out and identify graffiti incidents not reported by the City as a part of their daily routine. When initially identified, the graffiti incident shall be photographed and entered into the Internet/Web-based (GPS work order database) system. These graffiti incidents will be removed within 24 working hours after discovery.
9. The graffiti removal technicians will check all City Parks and all main thoroughfares and intersections daily.
10. The graffiti removal technicians will respond on site within 4 hours to requests for after-hour service calls, 24 hours a day, 7 days a week with ability for call outs on weekends.
11. The graffiti removal technicians and on site supervisor shall carry a cellular phone and respond to calls from the City Graffiti Coordinator (CGC).
12. The Contractor assigned employees shall remain within the boundaries of the City of Torrance during the normal workday.
13. In the event that a site cannot be abated within eight (8) hours due to inclement weather, size of the site or any other reason, the Contractor shall immediately notify the City Graffiti Coordinator (CGC).
14. The Contractor on site supervisor will attend daily meetings with the CGC two times per day, five days per week (Monday through Friday) as scheduled by the CGC to discuss the Contractor's schedule for the day, as needed. Weekend work orders (if required) will be assigned by the CGC before close of business on Fridays. Within 8 hours, the Contractor shall provide reports regarding cost of removal for specific abatement work.
15. A waiver must be obtained prior to removal of all graffiti from private property. Maintain a file of all waivers received.

Description of Work:

1. Graffiti Definition: Markings, as initials, slogans, or drawings, written, spray-painted, or sketched on a sidewalk, wall of a building or public restroom, or the like, via the use of paint, spray paint, marking pen, felt marker, stickers, flyers, postings, chalk, or by finger imprints, or any other unauthorized markings and/or postings.
2. The City shall make the sole determination if a dispute occurs regarding whether a specific incident is graffiti.
3. The graffiti removal technician shall:
 - a. Remove all graffiti from City property
 - b. Remove all graffiti visible from a public thoroughfare
 - c. Remove graffiti on the interior of City park restrooms and facilities (interiors / exteriors), playground equipment, benches, tables, trees, etc. (City Parks must be walked).
 - d. Remove graffiti around other areas as directed by the City
4. The graffiti removal technicians shall use only new, commercial grade products approved by City Graffiti Coordinator.
5. Removal by cleaning or washing is the preferred method for natural brick and concrete, including sidewalks. Power washing is preferred unless it causes damages to underlying or adjacent surfaces. The Contractor will ensure each graffiti incident is completely removed or covered without bleed through. When painting over graffiti on a building or structure the contractor shall use a paint color to match the existing color. Painting shall be done in a neat and workman like manner minimizing drips, spills, or overspray. Areas painted shall be blocked with even edges. No recycled paint is to be used. Paint must be applied in blocked pattern. Protect all adjacent surfaces and property. Unless otherwise approved by the CGC, graffiti shall be removed so that virtually no trace of the pre-existing graffiti remains.
6. The Contractor is responsible for choosing the method to best remove unauthorized markings.

7. The Contractor shall abate the entire surface in the event that the graffiti covers a significant area of the surface. The CGC shall make the final determination on whether or not an entire surface will be abated.
8. The Contractor shall protect the surfaces adjacent to the area to be abated.
9. In the event that the Contractor arrives on site to find the graffiti has been abated, the Contractor shall notify the CGC and submit photos of the abated location.
10. The Contractor shall ensure protection of the work area at all times including, but not limited to:
 - a. Barricading the area of work at distances, so as not to allow persons who are not involved with the abatement into the area.
 - b. Barricading area for work performed within the public right-of-way.
 - c. Using warning signs and sidewalk and street cones to inform the public of work being conducted.
 - d. Immediately correcting damages to the work site.
 - e. Leaving work in undamaged condition.
 - f. Providing signs to protect finishes and the public.
 - g. Ensure once job is complete that the work area is cleaned up prior to leaving the site.
11. The Contractor employees shall remove all equipment and materials from each site and leave the site broom clean at the end of each workday.
12. The Contractor employees shall dispose of all material containers and excess materials in accordance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
13. Report unassigned graffiti on property owned by other agencies and utilities outside the City of Torrance (ie – Caltrans, SCE Metro, etc.) to the respective City Graffiti Coordinator. The City will refer reported graffiti on property owned by other agencies and utilities to the respective agency through the City's Graffiti Coordinator.
14. The Contractor graffiti removal technicians will perform all graffiti removal services in such a manner that no property belonging to the City is damaged including City regulatory signs in the right-of-ways such as stop signs. In the event that damage does occur to City property or any adjacent property from any services performed under this contract, the Contractor shall notify the City within 24 hours and replace or repair at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City (such as replacement of a regulatory sign), the cost of such repairs or replacement will be deducted from the amount due to the Contractor.

Documentation of Work

1. The Contractor will take photographs of the location before work is performed, and when requested, after work has been completed.
2. Utilize the City's Accela work order tracking system. The web based work order tracking system is to be used by the contractor and designated City employees.
3. Photographs of each graffiti incident are to be recorded real-time with within the Contractor provided internet/web database system.
4. Information recorded shall include the following fields:
 - Work order number (auto fill).
 - Date (auto fill).
 - Location (address), including intersections, and routes of service trucks
 - Time (must list, but not required to be sortable)
 - Photograph (before and after graffiti removal)
 - Method of removal (by technician).
 - Surface (i.e., concrete, stucco, sign, etc.).
 - Square footage (by technician).
 - Price.
 - **Moniker/tag (to be entered by a contractor representative by end of next work day)**

- **The moniker/tag must be entered by the abatement technician while in the field** (by technician). The Torrance Police Department or City of Torrance staff **will not** enter moniker information.
 - Abatement technician performing work.
 - Zone (the city is divided into zones for graffiti removal).
 - Remarks (by requestor).
 - Comments (by technician).
5. The Contractor will provide reports to the Police Department on requested graffiti incidents within 8 working hours of the request (next day). Reports shall include summaries of each incident, photos, and removal costs.
 6. Data will be made available to city staff via the internet until a period 3 years after contract termination. The records contained within the database shall remain the sole property of the City of Torrance.

Personnel

1. The Contractor shall utilize only trained, graffiti removal technicians in the performance of this contract, with at least one year of experience exclusively in the field of graffiti removal. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.
2. The Contractor must provide a resume for all graffiti removal technicians that demonstrates at least 1 year of graffiti removal experience as well as completion of an extensive graffiti removal training program. Training must cover graffiti removal techniques from various surfaces: walls, sidewalks, wood fences, signs, aluminum, marble, stone, glass, window film, metal, steel, etc.
3. Contractor designated representative shall be available to accompany the City Representative to inspect sites and/or work upon twenty-four (24) hours of notice.
4. Contractor shall also designate one specific individual to oversee and supervise work performed by Contractor's personnel assigned to this contract. The designated supervisor shall be one of the assigned abatement crews within the City and shall therefore be within City boundaries during regular working hours.
5. The designated representative and on site supervisor shall be immediately available during work activities to receive communications from the CGC.
6. The Contractor's crews shall be in possession of a copy of the resulting contract and the Safety, Datasheet (SDS) for each product used in the performance of work at all times.
7. Any person assigned to this contract found to be in possession of and or under the influence of intoxicants or narcotics shall be removed from assignment to this contract. This person may be subject to arrest and criminal prosecution.
8. Personnel employed by the Contractor may be screened and are not to perform services under the contract without prior approval from the Contract Representative.
9. Personnel employed by the Contractor must have a valid Class C driver's license and be able to safely drive a pick-up truck.
10. The City Graffiti Coordinator or other designated City representative will approve work schedules to include all overtime work. Contractor will have 10 days to correct any unsatisfactory performance as determined by the General Services Department for no extra pay. If the correction is not made within 10 days, no payment shall be made for that work if two of these instances occur within a 12 month period without correction in 10 days, and the contract may be terminated upon 30 days' notice.

Equipment

1. The Contractor's vehicles and equipment shall be neat in appearance and easily identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name and local telephone number in print no less than six (6) inches tall.
2. The Contractor shall maintain its vehicles and equipment in a safe and mechanically sound condition.
3. The Contractor shall provide all personnel, vehicles, materials, supplies and equipment necessary to perform services.
4. Equipment to be provided on each contractor vehicle must include:
 - Hot water pressure washer
 - Baking soda blaster
 - Water blaster
 - Water recovery system
 - Airless paint sprayer
 - Painting and graffiti removal supplies
 - Safety Equipment to include:
 - Materials Safety Datasheet (MSDS)
 - Drop cloths/plastic sheeting
 - Wet paint signs
 - Caution tape
 - Ladder
 - First aid kits
 - Safety strobe lights
 - Orange cones

As part of the City's due diligence process, the General Services Department will inspect the equipment to be used in the fulfillment of this contract prior to the awarding of the contract. Random inspections of equipment will be conducted by the City of Torrance throughout the life of the contract.

Protection of the Public and Damages to Existing Structures

1. The graffiti removal technicians shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The graffiti removal technicians shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning devices.
3. The graffiti removal technicians shall avoid damage to existing structures. In the event that a structure is damaged in the course of work, the Contractor shall be solely responsible for its repair or replacement.

Required Proposal Submittals: Proposed methods of operation for abatement of graffiti for the City of Torrance. Each proposal must contain the information below in the following order at the time of submittal. If any of the following information is missing the proposal may be rejected:

Proposed graffiti removal plan (attach to proposal) to include:

1. Methods of operation / Methods of Removal
2. Materials used for Graffiti Removal
3. Identification of work / Assignment of Work
4. Daily routine (schedule of work-days, times, etc.)
5. Response time for after-hours (emergencies, routine, Citizen or City reported incidents)
6. Staffing (Name, Responsibility, Experience, Training – Field Staffing, Office Staffing, Management Staffing, etc.)

7. Reporting Procedures: Describe in what format you will provide this report to the City and what information will be included in this report
8. Equipment to be provided within contract (Daily equip for each response crew vehicle, and As Needed for other equipment provided on an as needed basis)
9. Exclusions/Additions – For any exclusions or additions to the minimum requirements listed above, the contractor shall provide the reason for each exclusion/addition and the cost benefit to the City of Torrance for each proposed exclusion.
10. Work Order Tracking – Description of computer tracking/monitoring system – a demonstration will be required upon request
11. Proposed web-based database system with photographs and GPS mapping
12. How database operates and will be integrated with the work plan
13. Contracts where database has been previously used
14. Provide a live demonstration of the system when requested
15. Completed Section III (pages 21 through 26)
16. List of vehicles to be used on a daily basis and equipment assigned to each vehicle
17. List of other vehicles and equipment to be used as needed
18. List Employees to be assigned with verification of graffiti removal experience (provide resumes)
19. List of current and previous customers with up to date points of contact
20. List of contractor supplied tools, equipment and other materials to be used during graffiti removal
21. Itemized breakdown of cost for graffiti abatement work (Section III)
 - a. Labor costs
 - b. Material costs
 - c. Equipment costs for equipment not included in the daily crew rate
 - d. Cost for internet/web-based database system (annual cost if not included in the daily crew rate)
 - e. Cost per gallon of paint
 - f. Cost per spray can of paint
 - g. Proposed schedule of payment deductions for work not performed by the Contractor per the City's specifications (response times not met)
 Example:
 - Graffiti not removed within 16 hours, deduct \$100 per incident
 - Citizen or City reported graffiti not removed within 8 hours, deduct \$250 per incident
 - Emergency abatement crews not on site within 4 hours, deduct \$500 per incident
 - Emergency graffiti abatement not completed within 8 hours, deduct \$1,000 per incident
22. Documentation of prior graffiti removal (before and after photos)
23. References (Section III)
24. Relevant work in at least three other communities of similar size highlighting ability to achieve performance targets.
25. Other information deemed valuable in reviewing the proposal.

Incomplete proposals will not be reviewed.

BID ALTERNATE – Bus Stop Maintenance:

Scope of Work: Furnish Maintenance, Servicing, Repair, and Installation of Trash Receptacles and Miscellaneous Street Furniture at Bus Stops in the City of Torrance. Bus stops will be identified by Torrance Transit and may change over the course of the Agreement. The 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.

Description of Work:

- Collect/empty trash, inspect trash cans and replace bags at least two times per week at 325 identified City operated bus stops
- Inspect for and remove all graffiti daily (Monday – Friday) at all bus stops
- Pick up trash, litter, and cigarette buds within 30 feet of all City operated bus stops at least two times per week
- Replace trash bag and insert new liner at each bus stop twice per week
- Perform unlimited emergency service requests (one-hour maximum response time) during normal business hours at no additional charge to the City. Emergency service requests are defined as added trash collection or pick-ups
- Dispose of all collected trash in City-designated trash bins at the City Yard or other designated location only
- Contractor must provide replacement trash cans, poles, benches, signage, or other street furniture as directed by Torrance Transit. This portion of service may be subcontracted.
- Service requests from City staff and/or Citizens must be completed within 24 hours. Urgent requests must be completed within 60 minutes.
- Perform unlimited emergency service requests (one-hour maximum response time) during normal business hours at no additional charge
- Provide maintenance, installation, and removal of trash cans, poles, benches, and signage at directed by Torrance Transit. This portion of service may be subcontracted.

***Please note that the following specifications listed above must be included in your bid alternate amount.**

(Continued on the next page)

RFP No. B2022-25

RFP for Graffiti Removal Services for the City of Torrance

SECTION III PROPOSAL SUBMITTAL

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

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

Street Address

City

Zip Code

Telephone Number

Fax Number

Printed Name/Title

E-Mail Address

Signature

Date

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

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company?: No Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries?: No Yes, _____

(Name of Subsidiary Company)

Federal Tax ID # _____

Public Works Registration (PWCR) Number: _____

Proposal Submittal (continued):

Vendor Name: _____

Business History:

Years 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?

Were you involved in a breach of contract in the last 5 years? No Yes

If so, please describe your experience.

Contractor's License No.: _____ **Class:** _____

Date first obtained: _____

Has License ever been suspended or revoked? _____

If yes, describe when and why: _____

Any current claims against License? _____

If yes, describe claims: _____

Proposal Submittal (continued):

Vendor Name: _____

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

- Addendum must be attached to proposal.

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Renewal Option:

Please state, if requested by the City, if your company would agree to a five year purchase order contract with price, terms and conditions unchanged with the exception of potential changes pertaining to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI – W) for the Los Angeles area.

Yes _____ We would agree to a 5 year contract with price, terms and conditions unchanged with the exception of potential changes pertaining to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI – W) for the Los Angeles area.

Proposal Submittal (continued):

Price proposals should use the following format be provided in a sealed envelope. (i.e., separate line item prices for each project)

Vendor Name: _____

Price Proposal	
In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.	
Category Description	Proposal Not to Exceed
A. Labor Costs – Daily Cost Per Crew	\$
B. Labor Costs – Proposed Number of Crews (Daily)	\$
C. Labor Costs – Total Proposed Daily Costs (A x B)	\$
D. Labor Costs – Hourly Cost for Overtime	\$
E. Material Costs – Cost per gallon of paint	\$
F. Material Costs – Cost per spray can of KILZ	\$
G. Equipment Costs (daily cost of any equipment not included in the basic contract)	\$
H. Cost for work order database system (Annual cost charged to the City if not included in the daily crew rate)	\$

Proposal Submittal (continued):

Price proposals should use the following format be provided in a sealed envelope. (i.e., separate line item prices for each project)

Vendor Name: _____

City Work Management System Acceptance
Select one of the two options below to indicate which Work Management System you propose to use. If Vendor requests an exception, documentation is REQUIRED to be included with this proposal that demonstrates the alternate Work Management system fulfills minimum required functionality as well as other requirements listed above. City retains the right to deny use of an alternate Work Management System.

I accept use of City Work Management System for tracking graffiti occurrences under this proposal.

Signed: _____

Or

I would like to request an exception and use an alternate Work Management System. Attachments will be provided with this proposal for City to evaluate that system and its ability to integrate with City's Work Management System. I understand it is at City's discretion to approve or deny this request, which may affect acceptance of this RFP response.

Proposal Submittal (continued):

Price proposals should use the following format be provided in a sealed envelope. (i.e., separate line item prices for each project)

Vendor Name: _____

Price Proposal for Bid Alternate – Bus Stop Maintenance	
In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.	

Quantity	Activity Timing	Service Description – Bus Stop Maintenance	Unit Price Price per bus stop cleaning	Total Annual Price Unit Price x 325 bus stops x 2 cleanings per week x 52 weeks
325 (bus stops)	2 times Per week	<ul style="list-style-type: none"> • Collect/empty trash, inspect trash cans and replace bags at least 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. 	\$	\$
Quantity	Activity Timing	Service Description – Bus Stop Maintenance	Unit Price Daily Price per bus stop	Total Annual Price Unit Price x 325 bus stops x 5 days per week x 52 weeks
325 (bus stops)	Daily	<ul style="list-style-type: none"> • Inspect for and remove all graffiti daily (Monday – Friday) at all bus stops 	\$	\$
			Total Price Per Year	\$

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgment – Bid Alternate – Bus Stop Maintenance

Vendors are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals.

Vendors are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.

You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a check mark in this column if you are proposing something different than what is specified in this RFP	Please reference the page number of your attachment in the space below if your proposal deviates from the specifications
Bid Alternate Submittals – Bus Stop Maintenance			
Inspect trash cans and replace bags at least two times per week at 325 identified bus stops			
Trash bags must be black or other dark color			
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 benches at all stops			
Perform unlimited emergency service requests (one-hour maximum response time) during normal business hours at no additional charge to the City			
Provide maintenance, installation, and removal of trash cans, poles, benches, signage as directed by Torrance Transit. This service may be subcontracted.			

Will you be subcontracting the maintenance, installation and removal of trash cans, poles, benches, and signage?

Yes, the subcontractor information is as follows:

Sub-Contractor: _____

Contact: _____

Address: _____

Phone Number: _____

No, we will provide that service ourselves.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

_____ being first duly sworn deposes and says:

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

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer'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 Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal 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 Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 20____.

(Proposer Signature)

(Title)

Vendor Name: _____

References:

Please supply the names of companies/agencies for whom you recently provided graffiti removal services. These references must be of similar size abatement areas as the City of Torrance. Please make sure the contact information is current.

Reference #1

Name of Company/Agency:

Address:

Contact Name:

Contact Telephone Number:

Contact E-Mail Address:

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

Please indicate the annual contract fee for this reference’s contract:

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

Additional Comments regarding the contract:

Proposal Submittal (continued):

Reference #2

Name of Company/Agency:

Address:

Contact Name:

Contact Telephone Number:

Contact E-Mail Address:

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

Please indicate the annual contract fee for this reference's contract:

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

Additional Comments regarding the contract:

Proposal Submittal (continued):

Reference #3

Name of Company/Agency:

Address:

Contact Name:

Contact Telephone Number:

Contact E-Mail Address:

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

Please indicate the annual contract fee for this reference's contract:

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

Additional Comments regarding the contract:

Proposal Submittal (continued):

Reference #4

Name of Company/Agency:

Address:

Contact Name:

Contact Telephone Number:

Contact E-Mail Address:

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

Please indicate the annual contract fee for this reference's contract:

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

Additional Comments regarding the contract:

Proposal Submittal (continued):

Reference #5

Name of Company/Agency:

Address:

Contact Name:

Contact Telephone Number:

Contact E-Mail Address:

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

Please indicate the annual contract fee for this reference's contract:

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

Additional Comments regarding the contract:

ORIGINAL

MAY 23, 2022

**PROPOSAL FOR RFP FOR GRAFFITI
REMOVAL SERVICES FOR THE CITY
OF TORRANCE, RFP NO. B2022-25**

**CITY CLERK
CITY OF TORRANCE
3031 TORRANCE BLVD.
TORRANCE CA 90503**

**SUBMITTED BY:
GRAFFITI PROTECTIVE COATINGS, INC.
419 N LARCHMONT BLVD. # 264
LOS ANGELES, CA 90004
(323) 464-4472**



May 23, 2022

City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503

Cover Letter

Dear City of Torrance,

Graffiti Protective Coatings, Inc. (GPC) submits City of Torrance (City) Graffiti Removal Services RFP, a California corporation organized in 1991. The contact for this project is:

Carla Lenhoff, President
(323) 464-4472/ (323) 428-3530
419 N. Larchmont Blvd # 264
Los Angeles, California 90004

Graffiti Protective Coatings, Inc. is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all its obligations in connection with this RFP.

GPC has thoroughly reviewed the request for proposal for City of Torrance Graffiti Removal Services RFP and accepts all conditions and requirements contained in this RFP.

GPC is not aware of any conflict of interest or potential conflict of interest.

GPC is one of the world's largest and most experienced graffiti removal companies. GPC has demonstrated over the past 31 years that it provides its customers exceptional service and value. GPC has established itself as a true leader in the field of graffiti abatement.

GPC's services will benefit the City in the following areas:

Experience

GPC has been successfully providing graffiti abatement services to agencies as large as Torrance or larger. GPC understands the financial, management, and staff requirements to make this project successful. GPC has successfully provided graffiti abatement services to Torrance the past nineteen years.

Equipment

GPC currently possesses all the equipment needed for this project. The equipment is customized and designed specifically for graffiti abatement methods and techniques as called for in this RFP.

Staff

GPC staff is well qualified and experienced in graffiti removal. Staff understands the expectations of their contracts and will seek to not only meet but also exceed those expectations. All staff goes through a one-year, 100-point training process.



Techniques

GPC has created and mastered the methods and techniques of professional graffiti removal. GPC defines professional graffiti abatement as removal that leaves no traces of past vandalism. All of GPC's methods and techniques are based upon eco-friendly principles.

Documentation

GPC understands the City's documentation requirements for this contract. GPC is offering its App-Order web-based work order system and mobile component to the City so that it can monitor, input, and retrieve work orders with photos over the web in real-time. App-Order also separates billing zones and costs in real-time through the import of all addresses located within the contract area.

GPC provides the City free upgrades and support to the software system and allows the City complete control and access of all its data related to this project.

GPC is also willing to utilize a City provided software component or can integrate through web services. App-Order currently integrates with the Accela system.

Communication

GPC is available to the City staff 24 hours a day, seven days week. GPC also understands priorities and will work seamlessly with City staff.

Consistency

GPC provides reliable competent service on every work order that it completes. GPC has been providing the highest quality service and workmanship to the City for the entirety of GPC's relationship with the City over the past 19 years.

Strong Local Presence

GPC has a satellite location in Torrance and is the market leader for graffiti removal services in the area. GPC's strong local presence insures the City that there will always be enough local staff and equipment to immediately service the City's needs.

There is no better indicator of future success than past performance, and GPC stands behind its 31-year overall history, and 19-year history in the City, of providing exceptional service and workmanship in the field of graffiti abatement.

Approved by: 

Carla Lenhoff, President

Method of Operation / Methods of Removal

Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Torrance (City) to control this problem. Graffiti Protective Coatings, Inc. specializes in these services with its “Zero-Tolerance Program”. Under GPC’s proven program each technician is fully equipped and trained to remove all graffiti.

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites requested by the City are removed no matter how small including but not limited to: all streets, sidewalks, private and public property, parks, parks interiors, civic center, upper level locations, and all objects in the City Right of Way.

GPC custom color matches all buildings to 98% or better. GPC will maintain the formulas as well as the inventory of labeled locations. GPC currently has the exact color formula to virtually every building in the City. Therefore, our touch-ups will always be 100% accurate. Our custom matches will include specific coatings and bases as needed for unique finishes. Many buildings are repeatedly tagged and would be damaged if quality of the removal does not account for the repeated volume, therefore GPC takes special care to properly prep all surfaces and then professionally apply only high quality finishes. GPC will not use recycled paint on private or city owned property since it does not meet GPC or resident expectations

Methods for removal describing materials used

-Painting

On most previously painted surfaces (with the exception of *some* semi-gloss, gloss, oil based, powder coated, and anti-graffiti coated surfaces), the best method of removal is to prep and repaint graffiti affected areas with exact color matches. For the few exceptions listed in parentheses above, GPC possesses a graffiti remover that erases the graffiti without damaging the finish or color of those surfaces.

The choices for applying the graffiti removal touch-up paint are brush, 6” mini roller, 9” standard roller, or airless sprayer. If the area to be painted is less than 1 square foot, most likely a brush will be used. If the area to be painted is more than 1 square foot and less than 25 square feet a mini roller will be used. If the area to be painted is over 25 square feet or is extremely porous such as certain stucco finishes or painted block walls where the roller does not easily fill the grout areas, then GPC will use an airless sprayer. If wind conditions or surroundings dictate a sprayer cannot be used, then a standard 9” roller will be used.

Preparation (prep), which includes adjacent surface protection, is vital in professional removal. Before the touch-up paint can be applied, the surface must be clean. If the graffiti is from a marker or dark spray paint on a light color, the graffiti will be “killed” with a primer. It is

required to use a primer in these instances, otherwise, many rapid coats of paint will have to be applied which will lead to adhesion problems and will distort the texture of the surface.

GPC must now make the custom color of the surface. GPC will match the sheen of the surface, followed by the base, and then add colorants so that the touch-up is virtually undetectable. Once the paint is made, the formula is saved and the paint is labeled with the corresponding location. The advantage of near perfect color matches is that smaller areas can be touched-up without having to paint the entire surface, creating tremendous cost savings. All GPC techs are excellent color matchers and are extensively trained at on-site color matching.

The 32 colors most frequently used will be kept in the truck. GPC inventories all custom color matches. Each color is stored on racks by zone and route. GPC will maintain all color formulas and inventory at a centralized warehouse. Therefore, GPC touch-ups will always be 100% accurate. Colors not normally on the truck will be added in the morning based upon the work order locations received.

GPC applies the color using its “feathering” technique with the applicators listed above. The techs are trained to apply a thin even coat while blending out all the edges. There will be no drip marks or awkward squares. Upon completion, the touch-up will not be recognizable and no one will have known that site had been vandalized.

It is important to note that GPC uses only quality water based paint to prevent color fading, obtain better coverage, and prevent adhesion problems.

If the tech is in the field and finds a surface where the color cannot be matched on-site to 98% or better accuracy, the tech will temporarily cover with the graffiti with the closest color and bring a small sample to the warehouse. A custom color will be made and within 24 hours the field tech will have applied the custom color using the processes already discussed.

GPC utilizes drop cloths to protect the ground and landscaping from drops or spills. If vehicle(s) are too close to the work area, GPC with permission from the City Project Manager (CPM) will reschedule for the most advantageous time. Techs are well trained and highly skilled which greatly limits the possibilities of adjacent surface damage. Plastic sheeting and tape is in every truck and will be used when necessary.

Extreme care and diligence is always utilized when using airless sprayers and graffiti removers to avoid overspray of cars, personal property, and pedestrians. During the past 31 years GPC personnel have removed millions of tags with no complications for any of our clients.

-Media Blasting

GPC removes graffiti from unpainted surfaces with soda blasting techniques. These can be performed wet or dry. For wet blasting, GPC utilizes water recovery and recycling equipment. GPC possesses many water recovery units. The units are truck mounted and designed after a much larger CALTRANS model. The units are fully automatic zero discharge-closed loop wash water recovery system. The units remove all physical particles twenty microns and larger in size as well as absorbing petroleum hydrocarbons. It collects the wash water using a Vacuboom

system, filters the water and returns the clean water to the main water tank. Water recovery units are in compliance with current wastewater regulations and requirements.

Besides inspecting the surface for previously damaged areas, no prep needs to be made. If pre-existing damage exists, GPC will notify the Contract Representative unless instructed otherwise

Media blasting is used for surfaces such as concrete block, sidewalks, split face block, and slump stone. If the tech is too aggressive with the removal on these surface, the surfaces will start to crack and split which will make subsequent removals more and more difficult.

GPC standard process is started. First, washing the graffiti with hot water starts the graffiti removal process. Next, any remaining graffiti gets a thin coat of graffiti remover designed for non-porous stone. The graffiti is rinsed again with hot water. If any graffiti remains, a second application of graffiti remover will be applied. These processes will not cause any damage to the surfaces. If any graffiti or shadows still remain, then GPC will use baking soda wet blasting.

GPC always cleans the entire concrete block, not just the area affected by graffiti. Cleaned areas are “blended” in a manner similar to “feathering” in painting.

If the GPC tech determines that the wall is a “hot spot” (likely to get frequent graffiti), GPC upon approval of the Contract Representative will use its *Graffiti Wash* process. The *Graffiti Wash* process employs a coating consisting of paraffin wax, water, and an emulsifier. The coating is completely non-toxic and biodegradable, and in fact is safe enough to drink.

The coating is sprayed on to the surface to a height of about nine feet. Once the coating has dried, roughly 10 minutes, it becomes virtually invisible and forms a durable barrier on top of the surface of the structure.

Although the coating is only one quarter of a millimeter thick, it prevents paint, ink, marker, and crayon from reaching the building surface. Instead, the graffiti settles on top of the wax where it is washed away using GPC specialized equipment. Neither rain nor summer weather will affect the coating.

Since the *Graffiti Wash* process makes future removals easier for GPC, there will be no charge for the coating application.

The media used for soda blasting is baking soda. Baking soda is FDA approved, non-toxic, and contains no free silica. It is also non-sparking, non-flammable, non-hazardous, and environmentally safe.

-Chemical Removal

GPC utilizes only biodegradable, non-toxic, and non-corrosive removers for graffiti removal from such surfaces as signs, metal, steel, glass, park equipment, etc. Besides inspecting the surface for previous damaged and rust, no prep usually needs to be made. If pre-existing damage exists, GPC will notify the Contract Representative unless instructed otherwise.

GPC staff removes the graffiti simply by wiping off the graffiti with the appropriate remover and wiping down with a moist towel. On larger tags, GPC wipes the tag with a sponge and non-corrosive cleaner and rinses clean with hot water and a wide-angle spray tip in the wand.

Materials Used for Graffiti Removal

As mentioned in the previous sections, GPC uses high quality water-based name brand paints and primers for painting. For media blasting, GPC uses biodegradable sodium bicarbonate (baking soda). For chemical removals, GPC uses a variety of biodegradable, non-toxic, and non-corrosive removers each designed for specific surfaces.

Identification of Work / Assignment of Work

GPC will be responding to City staff requests, hotline calls, web/ app requests, and proactive patrols of areas assigned by City staff. GPC will meet with City staff daily, or as requested, to discuss work orders, schedules, and areas to be maintained. GPC will provide Torrance residents three options to submit service requests. The first is by calling the City's graffiti hotline. The second will be by a link on the City website that will create an instant electronic work order in the App-Order system/ City CRM system. The third option is through a smartphone app. The smartphone app allows citizen photos and the corresponding GPS location to be submitted electronically into the App-Order system / City CRM system. The App-Order / City CRM system will automatically notify the resident when the job is completed in real-time through a "Thank You" email featuring before and after photos as well as customer satisfaction survey. The majority of service requests will be completed within 1 hour with all requests being completed within 8 working hours; priority calls or obscenities will be responded to in minutes.

Assignment of Work

GPC prefers to put techs in specific zones. By dividing the City into zones, GPC gains efficiencies of drive time creating faster response times; more specific knowledge of neighborhoods, "hot spots", and color matches creating better consistency; and the technicians are more accountable for the appearance of their zone creating higher quality. GPC will provide the City a real-time web service to the App-Order software and a smartphone equipped with the App-Order manager's app to City staff for instant and easy communication.

GPC is planning to utilize 2 full-time crews, breaking the city into **three** zones. The approximate zones will be as follows:

Zone 1 - N of Torrance, S of Redondo Beach, W of Western, E & W of Henrieta

Zone 2 - N of Sepulveda, S of Torrance, W of Western, E & W of Palos Verdes

Zone 3 – PCH, S of Sepulveda, W of Western and 238th, E of Palos Verdes (beach)

A third truck is often provided to assist on almost a daily basis at no additional cost.

GPC's workday will start at 6am so that busy thoroughfares can be cleaned safely before heavy morning traffic. During the patrols we will immediately remove all graffiti no matter how small including but not limited to: walls, sidewalks, signs, curbs, windows, phones, hydrants, concrete light poles, steel light poles, roofs, sewer lids, vents, gutters, trees, trash cans, parking bumpers, doors, railings, garage sale signs, stickers, mailboxes, banners, etc. Each site cleaned will be photographed and documented using App-Order / City CRM system. Waivers will be obtained as needed.

All main thoroughfares within the City will be patrolled daily. Parks and parks interiors will also be checked daily with no trace of vandalism left behind.

GPC's Torrance lead service technician will check in with City staff twice a day at 8am and 1pm, or as requested, to review service requests and overall operations. City staff will enter requests directly into the City CRM/App-Order work order system where they will be routed real-time to appropriate technician via the technician's location. City staff can monitor and manage work orders via the web or on the provided manager's smartphone.

Each GPC crew will patrol and clean approximately 70-95 miles of city rights of way daily. GPC takes a proactive approach to graffiti removal, seeking out and immediately cleaning graffiti rather than waiting for frustrated and scared citizens to call in complaints.

Daily Routine - Schedule of work (days, times, etc.)

GPC is planning a schedule of Monday through Friday of 6 am to 2:30 pm for 2 full-time trucks dedicated to the City of Torrance. Each GPC truck will provide approximately eight working hours in Torrance daily. GPC often provides a 3rd truck at no additional cost. GPC has a satellite warehouse in Torrance. Therefore, GPC trucks can spend eight working hours in City versus spending a significant portion of their time commuting to/from the City of Torrance. GPC will provide additional vehicles at no additional charge on weekends and after normal working hours in order to meet the City's 16 working hour response requirement as called for in the RFP.

Response Time for After-Hours

GPC management will be available to the City 24 hours a day, 365 days a year via cell phone. No matter what the Holiday or time, emergency after-hours calls will have a response time of less than one hour. Emergency number is (323) 464-4472.

- 1) **Emergencies**- less than 1 hour
- 2) **Routine**- clean immediately upon spotting graffiti, never beyond 16 working hours
- 3) **Citizen or City reported incidents**- same day if reported by 2pm, if after 2pm then next business morning

Staffing

GPC will be using a combination of three crews for this project. GPC staff members know how to remove graffiti properly. GPC staff members are smart. They know and recognize hazards

and are skilled professionals. All GPC personnel will wear GPC uniforms on duty and will have cell phones for immediate and direct communication.

GPC's crew for this contract will all have experience in Torrance. They know the how to match colors, recognize hot spots and areas of importance, the best times to attack various locations, and how to communicate with City staff.

GPC staff is able to fill in while City staff is on vacation, seamlessly handling the Hotline and customer relations.

The City contains some busy thoroughfares, and has a large population of residents and visitors. Therefore, extreme care and diligence must be utilized when using airless sprayers and chemicals to avoid overspray of cars, personal property, and pedestrians. During the past 31 years GPC personnel have removed millions of tags without complication for any of our clients.

GPC has management staff that resides in Torrance beyond the assigned personnel for this proposal. Therefore, there the City is receiving additional management inspections on nearly an everyday basis.

Key Personnel for Field, Office, and Management

Key personnel for this proposal are Carla Lenhoff, Jesus Rodriguez, Eric Rosales, Jeremy Gledhill, and Karyn Boatman.

Biographies:

Carla Lenhoff - President

419 N. Larchmont Blvd. #264
Los Angeles, CA 90004
(213) 591-1153/ Fax (323) 656-3579
GPCLA@MSN.COM

Carla is the President of the company with 30 years experience in the graffiti removal industry. Carla will be the administrative lead for the contract. Carla attended the University of Texas. Carla created the company's culture of unprecedented customer service, which she brought with her after serving as store director of Escada Corporation in Beverly Hills. Carla makes all new hires seeking people that possess the "intangibles". GPC has experienced consistent growth under her leadership, amassing diversified and loyal clientele. Carla will insure that all administrative tasks relating to this contract are seamlessly fulfilled.

Jesus Rodriguez- Asst. General Manager

419 N. Larchmont Blvd. #264
Los Angeles, CA 90004
(323) 464-4472/ Fax (323) 656-3579
GPCLA@MSN.COM

Jesus has 20 years' experience in graffiti removal and got his solo route start with GPC working in the City of Torrance on GPC's first contract with the City. Jesus will be the

project/field staff leader for the contract and has daily communication with National General Manager, Barry Steinhart. Jesus provides a high level of workmanship and customer service. He has been the model of consistency. He is experienced with the City geography, residents, business owners, and City staff. The City cannot find a technician more proven or with a better understanding of the scope of services for this contract than Jesus. Besides Jesus' excellent workmanship, his ability to interact with the public as a representative of both GPC and the City is invaluable and was why he was chosen specifically for this project. In addition, Jesus is bilingual.

Eric Rosales -Lead Service Technician

419 N. Larchmont Blvd. #264

Los Angeles, CA 90004

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

GPCLA@MSN.COM

Eric has been the lead service technician for GPC in Torrance the past eight years. From Eric's first day in the City up to the present, he has been providing the highest quality work, effort, and customer service to the City. He has been the model of consistency. He knows the City geography, residents, business owners, and City staff. The City cannot find a service technician more proven or with a better understanding of the scope of services for this contract than Eric. Eric will continue to be lead technician for GPC in Torrance. Besides Eric's excellent workmanship, his ability to interact with the public as a representative of both GPC and the City is invaluable and was why he was chosen specifically for this project.

Eric speaks fluent English and Spanish. The benefit of an active community such as Torrance is that almost the entire community knows GPC staff and has seen GPC working diligently over the past decade plus. GPC staff's consistent quality, workmanship, and attention to detail have created the highest possible standards that are now the expectation. GPC staff has always treated all the residents with tremendous respect and courtesy. Residents can sense that GPC staff are seeking to make them happy and always wants to impress everyone with the quality of their work. Residents know that when they call GPC, they get immediate results.

Jeremy Gledhill- Systems Analyst

1094 E. Sahara

Las Vegas, NV 89104

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

GPCLA@MSN.COM

Jeremy is a graduate of the Orfalea College of Business' International Business Program at Cal Poly San Luis Obispo and started with GPC just out of college. With experience in process design, employee training, providing technical support, and process improvement in a computerized ticketing environment, Jeremy will conduct set-up, configuration, and tuning of the Application and database record in cooperation with clients. Additionally, Jeremy has a background in systems analysis and data architecture. Jeremy provides

GPC's customers with comprehensive customer care and attention to detail throughout the creative process. Jeremy is the primary point of contact for software customer service throughout the contract and has been with GPC for 11 years.

Karyn Boatman- Controller

419 N. Larchmont Blvd. #264
Los Angeles, CA 90004
(323) 464-4472/ Fax (323) 656-3579
GPCLA@MSN.COM

Karyn serves as the account representative for this project and handles all related HR, DIR compliance, reporting, and billing inquiries. Karyn has a B.A. from the University of California Los Angeles and has a Masters in Accounting. Karyn has over 20 years experience in the field of accounting and has worked with a broad range of industries overseeing the accounting, human resources, payroll, accounts receivable, accounts payable, financial planning and tax management of several multi-million dollar organizations and high net worth individuals. She excels at budgeting, financial reporting, and development of internal controls and has been with GPC for the past 5 years.

Jose Vaquerano and Pedro Morales – Field Staff

Jose has 21 years experience with GPC that includes 17 years of bus stop maintenance services plus 9 years exclusive in graffiti removal. Pedro has 16 years experience with GPC exclusively in graffiti removal. GPC field staffs for this contract clearly are experienced technicians that are currently fulfilling their roles as field technicians in the second and third trucks. They know the ins and outs of their zones including "hotspots" and all custom colors to be used at each site. GPC staff has 4 other technicians located in nearby cities, all with at least 3 years experience maintaining zones within Torrance. These backup staffs can effectively and competently fill in at a moments notice when the City needs additional service trucks or while a technician is sick or on vacation.

Subcontractors

GPC will use no subcontractors for this contract with the exception for Bus Stop installation, if required.

Training

GPC offers employee's good pay, thorough training, and the best possible equipment. New hires at GPC must have a clean driving record, pass a drug test and background check, and meet GPC's extremely high minimum standards. New staff members train for 1 year as an assistant until getting the chance (upon merit) to take on the responsibility of one of GPC's routes.

During training they not only learn how to become skilled professionals at graffiti removal, but also how to recognize hazards. All GPC personnel will wear GPC uniforms, reflective safety vests, and will have cell phones for immediate and direct communication.

Training includes how to match colors, proper use and repair of all equipment, working with varying graffiti removers, appropriate use of blasting attachments, recognizing hot spots and areas of importance, the best times to attack various locations, and communicating with citizens and City staff.

GPC has an excellent safety record. GPC utilizes environmentally friendly biodegradable materials and techniques and will adhere to all Local, State, and Federal rules and regulations. GPC has an appointed Safety Officer who put together our extensive Injury and Illness Prevention Program. Some highlights of our Program in which all of our employees are trained include MSDS knowledge, driving techniques, personal safety gear protection, proper use of tools and equipment, hazard communication practices, recognizing potential hazards, and job site safety.

New employees also learn the importance of quality. Quality control is the responsibility of every GPC staff member. Quality of the removal is to be the highest standard, and also all graffiti removal must be 100% completed. Attention is directed at the importance of experience, details, and ethics. GPC accepts and performs only "excellent" quality from its staff and that is the standard that the City will receive from GPC.

GPC staff will purchase supplies, services, and materials in Torrance whenever possible.

In the past 19 years in Torrance, GPC is aware of no citizen complaints, yet has received countless citizen compliments.

Reporting Procedures

All work performed by GPC is captured in real-time within App-Order, GPC's smartphone/web based work order system. Custom reports can be easily generated in either PDF or XLS.

Although GPC software is best available product for graffiti reporting and data capture, GPC is willing to use the City CRM substitute if the contract requires such use. GPC has already successfully completed Accela web service integration with App-Order, so a web service option also exists.

The City can create custom reports from any web-enabled device; a sample of reports are on the following pages:

Equipment to be Provided Within Contract Daily

GPC trucks will be a mix of new or late model long bed 3/4-ton pick-ups. All trucks are fully equipped and self-contained for all aspects of graffiti removal. Graffiti locations often require multiple techniques of hot water cleaning, chemical removal, and painting. Therefore, each of our trucks are equipped with 3,000 psi 5gpm hot water pressure washers, water tanks, .75-gpm gas powered airless paint sprayers, ladder, baking soda blaster attachments, and pressure washer hose reels. GPC's equipment is of the highest quality and all the trucks are specifically customized and designed for GPC graffiti removal techniques. GPC currently has all the equipment needed to fulfill this contract.

Trucks possess drop cloths, plastic sheeting, spray guards, spray socks, brushes, bucket screens, rags, regular and mini rollers, regular and mini frames, scrapers, sanding tools, blue painter's tape, spray buckets for color matching and spraying, bilingual wet paint signs, razor blades, spray guns, extension spray hose, paint filters, mixing sticks, and pole extensions. Each truck also carries primer, 6 colors of spray paint, 32 water based stock colors, and colorants for on site matching.

Trucks also possess spray bottles, abrasive and non-abrasive sponges, towels, bags of baking soda, baking soda blasting attachment for wet blasting, plastic sheeting, 4 sizes of pressure washer tips, 100 extra feet of pressure washer hose, 3 different graffiti removers, blue painter's tape, razor blades, spray gun and wand, and quick connectors.

GPC also possesses water recovery and recycling equipment. The units are a fully automatic zero discharge-closed loop wash water recovery system. This unit removes all physical particles twenty microns and larger in size as well as absorbing petroleum hydrocarbons. It collects the wash water as the technician is working, filters the water, and returns the clean water to the main water tank. Recovery machines are in compliance with current wastewater regulations and requirements.

Mounted on the trucks are dual strobe lights. The trucks possess a "Men Working" flag sign as well as enough cones to comply with WATCH handbook requirements. Inside the trucks are caution tape, respirators, first aid kits, MSDS sheets, safety equipment, and tools for repairs.

All GPC trucks will have the permanent vinyl GPC logos on the doors. Backs of the trucks will have permanent reflective decals stating "MANY STOPS DO NOT FOLLOW". Since the trucks will be exclusively used for the City, GPC will place permanent 8-inch vinyl logos "Under Contract with the City of Torrance" on driver and passenger doors under the GPC logo (Magnets will not last).

As needed

All GPC trucks for the City will always be fully equipped for types of graffiti removal as stated above. There will be no need or delay for additional equipment. Equipment for glass buffing, graffiti film application, and high locations is quickly available at a nearby warehouse.

Exclusions/Additions

There are no exclusions. GPC recommends an increase of the marketing in the use of the free smartphone application to increase efficiency of the program.

GPC can provide glass buffing, power washing, and anti-graffiti film services on a per request basis. Quotes per job will be provided upon request.

Work Order Tracking

GPC provides its *App-Order* system at no additional charge. This electronic work order system is a green solution to work order management. The real-time web based software system creates tremendous efficiencies and significant cost savings for GPC and the City. The City is able to dispatch, route, and monitor work orders real-time via the web. The technicians are able to directly submit work order number, address, longitude and latitude, date, surface, method, square footage, cost, moniker, zones, public or private designation, utilities owner identification, time, remarks, comments, and before/after photos electronically in real-time to the City. System recognizes and records the technicians name as well as job start and stop times. Work order response times are also tracked. Urgent requests can also be submitted through the system that notifies the technician of the job's priority status.

Description of Computer Tracking/ Monitoring System

There are no hidden costs associated with the software as GPC office staff and /or field staff enters monikers for the City. Since GPC owns its software, the City will receive customizations and upgrades at no additional cost. The upgrades include custom forms for the police department as well as restitution and case management options.

Technology

Included, if requested, GPC will provide the City its own branded app on the App Store and Android Marketplace that Torrance residents use to report graffiti and other issues using their smartphones. Photos and GPS data from smartphone requests electronically feed into the web based system where it is electronically directed to GPC field staff. A seamless web link is also included that allows residents to submit their requests from the City's website. Work orders are closed electronically in real-time with corresponding electronic notification of job status sent to the resident. Features include customized electronic response to citizen requests with before and after photographs as well as a link to an electronic survey. Survey lets residents rate the quality of services provided as well as the response time. Completed surveys are electronically sent in real-time to designated City staff.

Each request will receive a work order number so that its status can be tracked. Once work requests have been received, App-Order maps out the locations on the technicians phone. All service requests will be completed within 24 hours, with the exception for inclement weather or other extraordinary circumstances that could cause a delay. The CPM will be notified of any delays. Emergency requests will receive immediate response with an anticipated removal time

of 1 hour or less. GPC is available and on-call 24-hours a day, 7 days a week. The CPM will be provided a mobile device for creating, viewing, and mapping all of GPC's work orders.

The system is role based and is user friendly. City staff can print current and real-time custom reports and graphs within seconds on-line. *App-Order* shows in real-time open/closed work orders, response time, billing, and reports. It also separates out costs for different surfaces, technicians, methods, and zones. Billing and reports can also be exported to excel spreadsheets in mere seconds. Law enforcement is provided passwords so they can map, search, and track vandal activity as well as get instant and real-time billing reports and photos for apprehended taggers.

All data collected in the work order system for this project is the property of the City. GPC created and owns the software, so most custom features can be easily added with no additional cost.

The software also allows City staff the ability to track the hours worked by GPC staff and total response time for service requests.

Contracts Where Database has been Previously Used

App-Order is used by GPC and on a National basis and has processed millions of graffiti incidents. All references listed in this proposal utilize the App-Order system.

List of Vehicles and Equipment to be Used Daily

Fully equipped vehicles per Equipment list are as follows: 2020, 2011, and 2010 Chevrolet 2500HDs. GPC has an overdue order with Chevrolet for 10 new additional Chevrolet 2500HD trucks. Two of which are scheduled to replace the Torrance 2010 and 2011 trucks. GPC is hoping to receive the order soon.





List of Other Vehicles and Equipment to be Used As Needed

GPC has over 45 fully equipped additional vehicles and equipment that are specific to completing this project. In addition, GPC has a boom lift and an attenuator truck.



List of Employees for Torrance and Experience

Please refer to Page 8, Biographies.

Current and Previous Customers

No graffiti contractor has more municipal customers than GPC. GPC does not provide its customer list, however GPC will provide additional references to the City upon request.

List of Tools, Equipment, and Materials

Please refer to Equipment on Page 14 and Materials on Page 6.

Cost Breakdown (Section III)

RFP No. B2022-25

RFP for Graffiti Removal Services for the City of Torrance

SECTION III PROPOSAL SUBMITTAL

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

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

GRAFFITI PROTECTIVE COATINGS INC

Name of Company

419 N. LARCHMONT Blvd. #264 Los Angeles CA. 90004

Street Address

City

Zip Code

323-464-4472

Telephone Number

323-656-3579

Fax Number

CARLA LENHOFF, PRES.

Printed Name/Title

CARLA.LENHOFF@gmail.com

E-Mail Address

[Handwritten Signature]

Signature

5/23/22

Date

Contact for Additional Information:

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

CARLA LENHOFF

Name

PRES.

Title

213-591-1153 / 323-656-3579

Telephone Number/Fax Number

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company?: No Yes, _____ (Name of Parent Company)

Do you have any Subsidiaries?: No Yes, _____

AMERICAN GRAFFITI INC. (N.V.) APP-ORDER (N.V.)
GRAFFITI PROTECTIVE COATINGS, INC. OF A.Z. (C.A.Z.)
Related Companies

Federal Tax ID # 95-4348423

(Name of Subsidiary Company)

Public Works Registration (PWCR) Number: 1000009570

Proposal Submittal (continued):

Vendor Name: GRAFFITI PROTECTIVE COATINGS, INC.

Business History:

Years in business under your current name and form of business organization? 31 Years

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

Were you involved in a breach of contract in the last 5 years? No Yes

If so, please describe your experience.

Contractor's License No.: 672447 Class: C-33 C-61/0-38

Date first obtained: 6/7/93

Has License ever been suspended or revoked? NO

If yes, describe when and why: _____

Any current claims against License? NO

If yes, describe claims: _____

Public Works Contractor Registration Search

Enter at least one criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired. Make sure a proper registration fiscal year is selected when performing a search.

Input Label

672447

From Date:

(mm/dd/yyyy)

mm / dd / yyyy

To Date:(mm/dd/yyyy)

mm / dd / yyyy

County

City

Crafts (Select all that apply)

- Asbestos
- Boilermaker-Blacksmith
- Bricklayer/Brick Tender
- Carpenter
- Carpet, Linoleum, Resilient Tile Layer
- Cement Mason
- Consultant
- Driver (On/Off Hauling)
- Drywall Installer/Lather/Finisher
- Electrical Utility
- Electrician
- Elevator Constructor
- Field Surveyor
- General Building
- General Engineering
- Glazier
- Inspector/Field Soils, Material Tester
- Iron Worker
- Laborer
- Landscape
- Marble Mason/Finisher

- Operating Engineer
- Painter
- Parking/Highway/Improvement
- Plasterer/Tender
- Plumber
- Roofing
- Sheet Metal Worker
- Stator Rewinder
- Teamster
- Terrazzo Worker/Finisher
- Tile Setter/Finisher
- Water Well Driller

Apply

Registrations

Search Results: 1 found

Showing Page 1 of 1

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GRAFFITI PROTECTIVE COATINGS, INC.

View Details

+ Add to My List

Detail:

Registration Number: 1000009570

Status: Active

CSLB Number: 672447

Legal Entity Type: Corporation

Mailing Address: 419 N. LARCHMONT BLVD. #264
LOS ANGELES
CA 90004

County: Los Angeles

Craft: Painter

Email: gpcla@msn.com

Registration History

Effective Date	Expiration Date
7/1/2022	6/30/2025
7/1/2019	6/30/2022
5/3/2018	6/30/2019
5/9/2017	6/30/2018
5/12/2016	6/30/2017
6/4/2015	6/30/2016
2/12/2015	6/30/2015

DBA

Name

Proposal Submittal (continued):

Vendor Name: GRAFFITI PROTECTIVE COATINGS, INC.

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received
1	5/18/22

Addendum No.	Date Received

▪ Addendum must be attached to proposal.

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? NO

Renewal Option:

Please state, if requested by the City, if your company would agree to a five year purchase order contract with price, terms and conditions unchanged with the exception of potential changes pertaining to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI – W) for the Los Angeles area.

Yes We would agree to a 5 year contract with price, terms and conditions unchanged with the exception of potential changes pertaining to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI – W) for the Los Angeles area.

Proposal Submittal (continued):

Price proposals should use the following format be provided in a sealed envelope. (i.e., separate line item prices for each project)

Vendor Name: GRUFFETTI PROTECTIVE COATINGS, Inc.

Price Proposal	
In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.	
Category Description	Proposal Not to Exceed
A. Labor Costs – Daily Cost Per Crew	\$ 750 -
B. Labor Costs – Proposed Number of Crews (Daily)	\$ 2
C. Labor Costs – Total Proposed Daily Costs (A x B)	\$ 1500
D. Labor Costs – Hourly Cost for Overtime	\$ 89.00
E. Material Costs – Cost per gallon of paint	\$ 24.00
F. Material Costs – Cost per spray can of KILZ	\$ 4.90
G. Equipment Costs (daily cost of any equipment not included in the basic contract)	\$ 0
H. Cost for work order database system (Annual cost charged to the City if not included in the daily crew rate)	\$ 0

Proposal Submittal (continued):

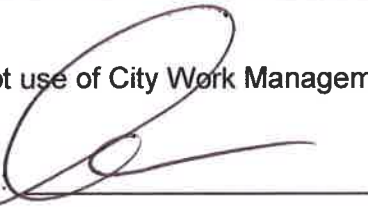
Price proposals should use the following format be provided in a sealed envelope. (i.e., separate line item prices for each project)

Vendor Name: GRAFFITI PROTECTIVE COATINGS, INC.

City Work Management System Acceptance

Select one of the two options below to indicate which Work Management System you propose to use. If Vendor requests an exception, documentation is REQUIRED to be included with this proposal that demonstrates the alternate Work Management system fulfills minimum required functionality as well as other requirements listed above. City retains the right to deny use of an alternate Work Management System.

I accept use of City Work Management System for tracking graffiti occurrences under this proposal.

Signed: 

Or

I would like to request an exception and use an alternate Work Management System. Attachments will be provided with this proposal for City to evaluate that system and its ability to integrate with City's Work Management System. I understand it is at City's discretion to approve or deny this request, which may affect acceptance of this RFP response.

Proposal Submittal (continued):

Price proposals should use the following format be provided in a sealed envelope. (i.e., separate line item orices for each project)

Vendor Name: GRAFFITI PROTECTIVE COATINGS, INC.

Price Proposal for Bid Alternate – Bus Stop Maintenance

In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested and pricing will be negotiated and adjusted accordingly.

Quantity	Activity Timing	Service Description – Bus Stop Maintenance	Unit Price Price per bus stop cleaning	Total Annual Price Unit Price x 325 bus stops x 2 cleanings per week x 52 weeks
325 (bus stops)	2 times Per week	<ul style="list-style-type: none"> Collect/empty trash, inspect trash cans and replace bags at least 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	\$ 94,640.00
Quantity	Activity Timing	Service Description – Bus Stop Maintenance	Unit Price Daily Price per bus stop	Total Annual Price Unit Price x 325 bus stops x 5 days per week x 52 weeks
325 (bus stops)	Daily	<ul style="list-style-type: none"> Inspect for and remove all graffiti daily (Monday – Friday) at all bus stops 	\$ 0	\$ 0
			Total Price Per Year	\$ 94,640.00

Proposal Submittal (continued):

Vendor Name: GRAFFITI PROTECTIVE COATINGS, INC.

RFP Submittal Requirement and Acknowledgment – Bid Alternate – Bus Stop Maintenance

Vendors are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals.

Vendors are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.

You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a check mark in this column if you are proposing something different than what is specified in this RFP	Please reference the page number of your attachment in the space below if your proposal deviates from the specifications
Bid Alternate Submittals – Bus Stop Maintenance	✓		
Inspect trash cans and replace bags at least two times per week at 325 identified bus stops	✓		
Trash bags must be black or other dark color	✓		
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 benches at all stops	✓		
Perform unlimited emergency service requests (one-hour maximum response time) during normal business hours at no additional charge to the City	✓		
Provide maintenance, installation, and removal of trash cans, poles, benches, signage as directed by Torrance Transit. This service may be subcontracted.	✓		

Will you be subcontracting the maintenance, installation and removal of trash cans, poles, benches, and signage?

Yes, the subcontractor information is as follows:

Sub-Contractor: CHESTNUT CONSTRUCTION
 Contact: DEAN CHESTNUT
 Address: 28 BIEVENO DRIVE
FOOTHILL RANCH, CA 92610

Phone Number: 919-422-6952

No, we will provide that service ourselves.

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

CARLA LEWIS being first duly sworn deposes and says:

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

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

GRAFFII REMOVAL SERVICES FOR THE CITY OF TORRANCE
(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer'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 Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal 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 Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 23rd day of May, 2022.

(Proposer Signature)

President

(Title)

Sample Before and After Photos

Photos



TG22-0086970 05/14/22
2708 Cabrillo Avenue



TG22-0086970 05/14/22
2708 Cabrillo Avenue

Photos



TG22-0087024

05/18/22

null



TG22-0087024

05/18/22

null



TG22-0087024

05/18/22

null

Photos



TG22-0087011 05/17/22
2189 2185 Sepulveda Boulevard



TG22-0087011 05/17/22
2189 2185 Sepulveda Boulevard



TG22-0087011 05/17/22
2189 2185 Sepulveda Boulevard

Photos



TG22-0087036 05/19/22
Western Ave and Plaza del Amo



TG22-0087036 05/19/22
Western Ave and Plaza del Amo

Photos



5/20/2022 07:26

TG22-0087063 05/20/22

2270 Sepulveda Boulevard



5/20/2022 07:45

TG22-0087063 05/20/22

2270 Sepulveda Boulevard

Photos



TG22-0087064 05/20/22
23525 Crenshaw Boulevard



TG22-0087064 05/20/22
23525 Crenshaw Boulevard

Photos



5/20/2022 12:08

TG22-0087065

05/20/22

G Crenshaw Boulevard



5/20/2022 12:18

TG22-0087065

05/20/22

G Crenshaw Boulevard

Photos

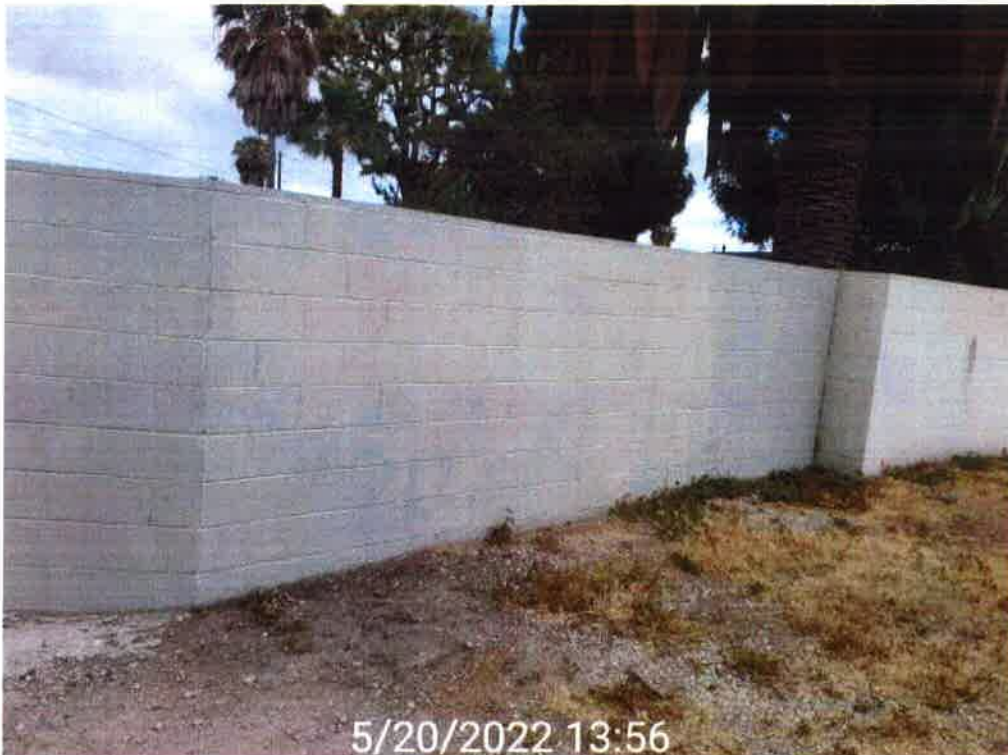


5/20/2022 13:20

TG22-0087067

05/20/22

2477 251st Street



5/20/2022 13:56

TG22-0087067

05/20/22

2477 251st Street

Photos



5/20/2022 14:38

TG22-0087070 05/20/22
21846 Hawthorne Blvd



5/20/2022 14:48

TG22-0087070 05/20/22
21846 Hawthorne Blvd

References (Section III)

Vendor Name: GRAFFITI PROTECTIVE COATINGS, INC.

References:

Please supply the names of companies/agencies for whom you recently provided graffiti removal services. These references must be of similar size abatement areas as the City of Torrance. Please make sure the contact information is current.

Reference #1

Name of Company/Agency: CITY OF TORRANCE

Address: 3031 TORRANCE BLVD. TORRANCE CA. 90503

Contact Name: NINA SCHR OEBER

Contact Telephone Number: 310-781-7151

Contact E-Mail Address: Nschr oerber@TORRANCE CA .GOV

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

PROACTIVE AND REACTIVE GRAFFITI REMOVAL SERVICES

Please indicate the annual contract fee for this reference's contract:

\$ 350,000

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

DAILY FEE PER CREW

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

PERMANENT

Additional Comments regarding the contract:

Proposal Submittal (continued):

Reference #2

Name of Company/Agency: CITY OF ONTARIO

Address: 200 N. CHERRY AVE. ONTARIO, CA. 91764

Contact Name: DADE COOTE

Contact Telephone Number: 909-395-2637

Contact E-Mail Address: DCoote@ontario.ca.gov

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

PROACTIVE AND REACTIVE GRAFFITI REMOVAL SERVICES

Please indicate the annual contract fee for this reference's contract:

\$ 650,000

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

PER TRACK

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

PERMANENT

Additional Comments regarding the contract:

Proposal Submittal (continued):

Reference #3

Name of Company/Agency:

CITY OF LONG BEACH

Address:

1051 SAN FRANCISCO AVE. LONG BEACH CA 90803

Contact Name:

THOMAS MARSHALL

Contact Telephone Number:

562-577-4790

Contact E-Mail Address:

THOMAS.MARSHALL@longbeach.gov

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

PROACTIVE AND REACTIVE GRAFFITI REMOVAL SERVICES

Please indicate the annual contract fee for this reference's contract:

\$ 1,000,000

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

DAILY FEE PER CREW

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

PERMANENT

Additional Comments regarding the contract:

Proposal Submittal (continued):

Reference #4

Name of Company/Agency:

CITY OF SAN JOSE

Address:

1661 CENTER Rd. Bldg #111 SAN JOSE CA. 95112

Contact Name:

OLYMPIA WILLIAMS

Contact Telephone Number:

480-535-3540

Contact E-Mail Address:

OLYMPIA.WILLIAMS@SANJOSECA.GOV

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

PROACTIVE AND REACTIVE GRAFFITI
REMOVAL

Please indicate the annual contract fee for this reference's contract:

\$ 900,000

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

SQUARE FOOTAGE

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

PERMANENT

Additional Comments regarding the contract:

Proposal Submittal (continued):

Reference #5

Name of Company/Agency:

CITY OF BELL

Address:

6250 PINE AVE BELL CA. 90201

Contact Name:

GABINO C. LUNA

Contact Telephone Number:

323-773-1596

Contact E-Mail Address:

gluna@cityofbell.org

Please describe the general method of the contract used by this reference (i.e. – on request, search/find and remove or something else):

PROACTIVE AND REACTIVE GRAFFITI
REMOVAL

Please indicate the annual contract fee for this reference's contract:

\$ 200,000

Please describe what the fee for this contract was based upon (i.e. – per incident, crew, square footage, or something else):

MONTHLY FEE

Please describe how your employees were assigned to this contract (i.e. – permanent or temporary, hourly). If employees were assigned on an hourly/on-call basis, provide the number of labor hours that were used for this contract per week for graffiti removal services.

PERMANENT

Additional Comments regarding the contract:

Relevant Work in 3 Other Cities of Similar Size

Ontario - GPC took over the City's graffiti program in 2007. With virtually no time to prepare for the contract, GPC devoted top key staff to 12-14 hour workdays, 7 days a week, to attack the approximately 350 outstanding work order requests along with the cleaning of main thoroughfares that were heavily defaced by tags. Although GPC had agreed to provide only 2 trucks, it immediately became apparent that more resources were needed. At GPC's own cost, 4 additional trucks were brought into the City. Within 2 weeks, GPC had caught up on all past and current service requests. By the end of the 3rd week, GPC added a 3rd truck free of charge, and had attacked and cleaned all major thoroughfares. Besides simply covering the graffiti with stock colors as had been done in the past, GPC has restored properties with the original correct colors.

GPC has also vastly improved the City's documentation of removals with a smartphone/web-based system that documents removals in real-time and can be sorted by zone, moniker, method, etc. as needed by City staff. GPC also digitally photographs locations for support of the removal reports.

GPC created a free smartphone application for residents to report graffiti simply by taking a picture and utilizing the smartphone's built-in GPS to provide real time requests to GPC field staff.

GPC has established that it is available to City staff 24 hours a day, seven days week. GPC has also demonstrated its ability to understand priorities as well as work seamlessly with City staff and the Police Department. GPC also understands and participates in the City's widely regarded Clean Streets projects.

GPC staff has taken an ownership in the City and has restored the City to a graffiti-free state. Besides just responding to service requests, GPC's used proactive patrols and restored light poles, eliminated mismatched colors, removed all sidewalk graffiti, and cleaned all graffiti on City signs. These efforts reversed the City's previous trends of annual increases in vandalism.

Long Beach - GPC has been providing graffiti removal services for the City of Long Beach for the past 18 years. The contract started as graffiti removal contract in 2004 from only a small geographic zone that represented the most heavily tagged area of the City. Within the first couple of months of services, the City realized the tremendous upgrade GPC provided from their previous 2 contractors that had been performing the work. City contract management staff for the project called the switch to GPC from their experience with their previous 2 contractors a "night and day" difference. Very quickly GPC restored the entire service area and daily calls for service in the geographic area maintained by GPC decreased by 90%. In addition GPC staff volunteered many of their weekends to come and assist at local events and cleanups, letting the local residents know that GPC was a part of their community.

Others were not overlooking GPC's efforts within the City. City management looked into GPC's results and saw that GPC's one truck was outperforming other citywide graffiti efforts despite having 1/10th of the labor force.

In 2006, the City contracted with GPC to expand services citywide. GPC began restoring the entire City, removing all new and pre-existing graffiti throughout the City. Expectations were very high for the new service model. GPC not only removed the graffiti, but also removed older poor attempts at the graffiti removal that had led to ugly squares and discolorations that were just as offensive as the original graffiti. GPC wanted to not only clean the graffiti, but also beautify the City. When costs to perform the added clean-ups were greater than the amount budgeted, GPC performed the additional work at no added cost.

In 2009, as a partner with the City's Contract Cost Reduction (CCR) Program, GPC agreed to take on the graffiti maintenance of all parks, and in addition incrementally clean and restore all the parks as close to their original condition as possible at no additional cost.

GPC also provided at no cost to the City, its state of the art mobile work order management system for managing the graffiti program with its all-in-one system that allowed for complete transparency using the latest advancements in GPS and mobile applications. City staff could now generate reports that took weeks to create in mere seconds. Real-time work order management made an already highly efficient program even better.

When the City rolled out GO Long Beach in 2011, GPC staff worked with City's IT department to create 2-way web services so that GPC's system could be integrated with GO Long Beach and the City's GIS system. GPC built the web services and provided all the IT support at no cost.

Additionally, all at no extra cost, GPC responds to emergency requests on nights, Holidays, and weekends; assists all City departments and offices; provides extra services on special projects like freeways and bridges; and volunteers for community service events.

Santa Ana - GPC has been providing graffiti removal services for the City of Santa Ana for the past 17 years. The contract started as graffiti removal from only painted surfaces on weekends and Holidays. Within the first couple of weeks of services, The City realized the tremendous upgrade GPC provided from their previous weekend contractor. The City increased GPC's workload to include requests for graffiti removal from unpainted surfaces such as block walls and sidewalks. In addition, on weekdays, GPC on several occasions assisted City staff on high profile or difficult unpainted surfaces where GPC's advanced techniques could be utilized to the City's advantage.

GPC's weekend Santa Ana staff led by Barry Steinhart and Rafael Serratos had a strong desire to exceed they City's expectations. Their efforts of not only clearing the Hotline but also patrolling the main streets lead to an extremely high volume of work completed. City staff took notice of the success GPC was having throughout the City.

In 2008, after seeing GPC's ability to color match properties, the City asked GPC to provide a truck to restore painted buildings along major thoroughfares. This truck greatly improved the appearance of the City and was a huge success.

In 2010, the City contracted with GPC to expand services year round for services that included upper level locations and color matching throughout the City. In addition, the City upgraded their graffiti information management systems by utilizing GPC's state of the art software system. Expectations were very high for the new service model. The City contracted for five trucks, however this level of manpower was based upon the City being in "maintenance" mode. GPC, at its own cost, increased the number of service trucks in the City so that GPC could go from "restoration" mode to "maintenance" mode. GPC's crews consistently cleaned greater than 10,000 sites per month, not only cleaning new graffiti but also handling deferred maintenance issues.

GPC consistently provides additional service trucks on its own and at no additional charge to meet the City's needs during periods of high vandal activity.

GPC has hosted many community events in the City aimed at educating the public about graffiti abatement, getting youth to participate in cleaning their community in a fun and positive manner, and working to form a partnership with residents in order to help make Santa Ana a graffiti free community.

Other Information

Overview

Graffiti Protective Coatings, Inc. (GPC) is a graffiti abatement company created in 1991. The founders of GPC, who were students at University of Southern California, had researched and improved upon various graffiti removal techniques and products from around the world after having created an award winning business plan for an entrepreneur class. GPC was then created and the University became the company's first significant client. After just one year GPC had saved the University over \$100,000 (50% cost reduction), dramatically improved the appearance of the campus, and gained credibility for the start-up company. GPC's contract with the University is still in place after 30 years and has been expanded many times.

The company centered on a formula of constant research and development in techniques, equipment, and products as well as a highly skilled well paid labor force of problem solving, ever improving, and self motivated individuals. GPC has stayed true to its business plan. Its products, equipment, and techniques are the most advanced in the industry. Staff expertise, consistency, and professionalism continue to grow.

GPC and its related companies have over 1,000 public and private clients and presently clean over 500,000 locations and 16,000,000 square feet of graffiti annually in three states. Required California State Contractor's License number is 672447.

GPC's equipment set-up is designed exclusively for graffiti abatement. GPC's proprietary methods and products are vastly superior to all industry standards. Field staff is trained thoroughly in all

graffiti removal techniques and situations. Office staff customizes and develops sophisticated yet user-friendly data compilation for the customers. Management understands communication, priorities, follow through, and the importance of exceeding the customer's expectations.

GPC has extensive dealings with large government agencies and understands processes, procedures, work volume, documentation, and invoicing requirements associated with these customers. GPC can handle graffiti contracts of all sizes.

GPC has three types of clients for graffiti abatement. These include municipalities, government agencies, and private customers.

GPC can remove graffiti from *any surface* leaving no trace of graffiti, and our skilled and efficient personnel can perform these tasks at an extremely fast speed. GPC standards include 24 hour 7 day a week availability, 98% minimum color match quality, 1 hour or less response to emergency service requests, proactive zero-tolerance patrols, and always exceeding the specifications of the scope of work.

GPC is available to City of Torrance (City) staff 24 hours a day, seven days week. GPC also understands priorities and will work seamlessly with City staff.

Torrance Results

GPC has been providing graffiti removal services for the City of Torrance for the past 19 years. Perhaps there is not another contract within the City that has a greater impact on quality of life and property values for all residents than the graffiti contract. When GPC came into the City 19 years ago, graffiti was seen everywhere through illegal postings, slap tags, patch marks of previous removals (secondary graffiti), trash dumpsters, signs, poles, etc. Work orders were submitted through notecards and the program had little transparency due to the contractor's reporting. City staff was at the mercy of a contractor interpreting the needs and the scope of the City's program.

From day one, GPC along with City staff charted out a vision and a goal to make Torrance the best graffiti removal program in the country. The first year was spent restoring hundreds of buildings and structures that had mismatched paint from previous removal efforts as well as improving the response time to citizen requests to the same day on all requests before 2 pm. The next year GPC asked for and received permission to clean all the dumpsters in the City. Dumpsters had previously been ignored and were becoming an eyesore throughout the City. The following year, GPC focused on all the parks, restoring all structures and voluntarily steam cleaning all the bathrooms to remove years of grime and paint drops. Once the core of the City was completed, GPC focused on details. Regular meetings with City staff focused on areas of the City that needed improvement. Removal of stickers and illegal postings became a priority. The goal of leaving the City of Torrance completely graffiti free at the end of each workday was in reach and now being achieved. Next up were City structures such as the library and City Hall where GPC staff voluntarily went in and removed years of grime and gum.

Discussions on where to improve next focused on work order management. GPC, with direction from City staff, spent 8 months testing and developing a software program to solve the needs of

both GPC and the City. Once completed, notecards and downloading photos were a thing of the past. Now all work orders and photos were processed electronically in real time. Completely green; and it made the City's graffiti program 100% transparent. City staff could now manage every aspect of the program in a fraction of the time it would have taken in the past.

Present day, the program runs seamlessly. Whenever the GPC contract is on the Council agenda, at least one comment is made regarding the pure excellence of the program. Council comments like "This is the best program in the City of Torrance..." is the norm. While flattering and humbling, GPC management is having constant meetings on how to make the program even better. Visually comparing Torrance to surrounding areas, such as unincorporated LA County, demonstrates a clear line between communities.

It is important to note that GPC is the only company amongst its competitors to never be terminated or failed to complete a contract. GPC is "Best in Class" in the industry.

GPC has achieved its goal making Torrance the best graffiti program in the country. The program has achieved the highest possible standards, exceeding all possible expectations.

Conclusion

There is no better indicator of future success than past performance.

Bus Stop Services

GPC is an experienced professional in bus stop maintenance services. Services GPC will perform are as follows:

- Collect/empty trash, inspect trash can and replace bags at least two times per week at 325 identified bus stops
- Inspect for and remove all graffiti daily (Mon-Fri) at all bus stops
- Pick up trash within 30 feet of all bus stops at least 2 times per week
- Perform safety checks of trash cans and benches at all stops
- Perform unlimited emergency service requests (one hour max response time) during normal business hours at no additional charge
- Dispose of all collected trash in City-designated bins at the City Yard or other designated location
- Trash bags will be heavy duty and dark in color
- Provide maintenance, installation, or removal of transit property as directed by Torrance Transit
- *Provide daily service at approximately 30 stops that are high use and/or "hot" priorities at no additional charge*
- *Provide unlimited emergency service requests (90 min max response time) during non-business hours and weekends at no additional charge*

Currently, GPC documents all service stop maintenance with photos in GPC's App-Order system. In addition, GPC receives countless requests to clean stops not even belonging to Torrance Transit. From power washing, feces removal, or trash pick-up, GPC has been providing these services to the City at no additional cost.

Addendum

ADDENDUM # 1

**CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503**

RFP NO. B2022-25

RFP for Graffiti Removal Services for the City of Torrance

ADDENDUM # 1- Issued 05/18/2022

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT RFP:

CLARIFY: The RFP Due Date remains on **Monday, May 23, 2022 by 3:00 PM** in the Office of the City Clerk, 3031 Torrance Blvd., Torrance, CA 90503.

Below are questions raised during the RFP preparation period with answers in bold:

1. Is the city's current graffiti removal contract a public works project subject to DIR regulations? If so, what is the contract's DIR PWC-100 number?

The Request for Proposal (RFP) relates to a new Graffiti Removal Services contract. Requests for Information (RFIs) seeking information related to prior contracts are not applicable. Proposer is directed to carefully review the requirements of the current RFP.

2. How many service trucks/employees is the current contractor dispatching daily to the city?

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3. How many hours per day is the contractor's service personnel required to be on-site in the city?

Please refer to the RFP. Proposer is expected to fulfill the requirements of the RFP.

4. Page 9, item titled, Average Incidents at the City of Torrance: - What constitutes an "incident" of graffiti for the city?

Any unauthorized posting constitutes an "incident" of graffiti for the city.

5. Is repairing etched glass to be included in the Daily Cost Per Crew rate? If so, please provide historical stats, such as the number of incidents and total square feet serviced under the current contract since date of award.

Glass repair is separate rate that is not included in the Daily Cost Per Crew rate. Request for Proposal (RFP) relates to a new Graffiti Removal Services contract. RFIs that seek information related to prior contracts are not applicable. Proposer is directed to carefully review the requirements of the current RFP.

6. Price Proposal, item B. – How many daily crews is the city requiring for graffiti removal services?

Proposer is expected to fulfill the requirements of the Request for Proposal (RFP).

7. What are the current rates the city is paying for bus stop maintenance services?
The Request for Proposal (RFP) relates to a new Graffiti Removal Services contract. RFIs that seek information related to prior contracts are not applicable. Proposer is directed to carefully review the requirements of the current RFP.
8. Page 11, item Scope of Work, B.3. – Is the contractor expected to dispatch a crew for emergency removals within 4 hours, 7-days per week, 24hrs a day, including after hours or Monday thru Friday, during normal business hours?
Yes, the contractor is expected to dispatch a crew for emergency removals within 4 hours, 7-days per week, 24hrs a day, including after hours on Monday through Friday, during normal business hours.
9. How many emergency removals had to be performed under the current contract since it was awarded?
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10. Page 18, items 21.b., e., and f. - Are materials (paint, primer, solvents, etc.) to be billed separately?
Yes, materials (paint, primer, solvents, etc.) are to be billed separately.
11. Please provide a copy of the Contract Services Agreement to obtain information on the insurance requirements. The agreement was not attached to the RFP for review and questions.
See Contract Services Agreement attached.
12. How many days per week is the current bus stop maintenance service performed?
The Request for Proposal (RFP) relates to a new Graffiti Removal Services contract. RFIs that seek information related to prior contracts are not applicable. Proposer is directed to carefully review the requirements of the current RFP.
13. How many bus stop maintenance service crews are being dispatched daily under the current contract?
The Request for Proposal (RFP) relates to a new Graffiti Removal Services contract. RFIs that seek information related to prior contracts are not applicable. Proposer is directed to carefully review the requirements of the current RFP.
14. What wage determination and classification is the current contractor using for the current contract?
It is the responsibility of the Proposer to determine the correct prevailing wage determination(s) and classification(s) for the contract. The City is seeking experienced and knowledgeable Proposers to submit proposals for this RFP.
15. Is the City requiring contractor to pay its service personnel prevailing wages for the patrolling portion of these services?
It is the responsibility of the Proposer to determine the correct prevailing wage determination(s) and classification(s) for the contract. The City is seeking experienced and knowledgeable Proposers to submit proposals for this RFP.
16. Please provide the insurance coverages limits the City is requiring for these services or provide the Contract Services Agreement referenced in the RFP.
Please refer to the attached Contract Services Agreement for the insurance coverage limits.
17. Please clarify this requirement. "Full time experience" is defined as the graffiti contractor having 2 or more graffiti removal technicians permanently assigned to each city for graffiti removal, 8 hours per day, 5 days per week.
The Request for Proposal (RFP) language is clear on this requirement. Proposer is directed to carefully review the requirements of the RFP.

18. Please clarify item titled, Removal Requirements on Page 11 – “City or Citizen reported graffiti removed within 8 working hours of report.” Does this include weekends, holidays and after hours?

This item is for City or Citizen requests. For emergencies only, this would include weekends, holidays, and after hours.

19. RFP, Page 14, item 14. – Overtime, weekend and holiday prevailing wage rates are higher than Monday thru Friday rates. Will the contractor be compensated for overtime, weekend, holiday and/or after hours work (if required) by the City?

Refer to Page 23, Item D of the Request for Proposal (RFP).

20. RFP, page 16, item 3. – Will contractor be compensated separately if these inspections are required outside normal scheduled service days/hours?

No, the contractor will not be compensated separately if inspections are required outside normal scheduled service day/hours.

21. RFP, page 19, states, “Perform unlimited emergency service requests (one-hour maximum response time) during normal business hours at no additional charge to the City. Emergency service requests are defined as added trash collection or pick-ups.” Is the contractor expected to provide additional emergency services without compensation? If so, please provide stats for the frequency of these emergency services for the last 5 years.

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Please return this addendum with your RFP proposal. Failure to acknowledge addenda and submit it with your proposal may render the proposal non-responsive and cause it to be rejected. I hereby acknowledge receipt of this addendum.

Graffiti Protective Coatings Inc.
Name of Company

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Address

LA. CA. 90004
City State Zip Code