

May 15, 2023

REQUEST FOR PROPOSAL

The City of Desert Hot Springs requests proposals from qualified Graffiti Abatement Contractors for Graffiti Abatement Services.

Time Schedule:

The following is the City's tentative schedule for the selection of the Graffiti Abatement Services Contractor:

1. Requests for Proposals Dated: May 15, 2023
- 2. Deadline for filing RFP: June 16, 2023**
3. Preliminary Selection of Firm: June 20, 2023
4. Notify Firm Chosen: July 05, 2023

Prior to 5:00 PM on June 16, 2023, proposals shall be submitted to:

Jerryl Soriano, City Clerk
City of Desert Hot Springs
11999 Palm Drive
Desert Hot Springs, CA 92240
jsoriano@cityofdhs.org
(760) 329-6411 Ext. 107

All questions regarding this RFP must be directed to Deputy Chief of Police Steven Shaw at sshaw@dhspd.com. **Contact with City of Desert Hot Springs personnel other than those listed above regarding this RFP may be grounds for elimination from the selection process.**

Sincerely,



Jim Henson
Chief of Police

REQUEST FOR PROPOSAL
PROVIDE GRAFFITI ABATEMENT SERVICES

PART I: SELECTION CRITERIA

A final contract will be awarded to the Contractor who best can meet the requirements as specified; and provide graffiti abatement service as detailed in Exhibit A and based on the following factors which are listed without implication of priority:

1. Information regarding the Contractor's experience and proposals to successfully provide graffiti abatement service.
2. The ability and willingness of the Contractor to meet all requirements as outlined in the scope of work (see Exhibit A).
3. Provide a list of client references and an outline of any experience the Contractor has had in providing graffiti abatement service needs of other governmental organizations, or any other organization. In addition, provide a list of client references along with a resume of the company's experience providing graffiti abatement service including the name, address and telephone number of client references that may be contacted. Provide a brief description of each graffiti abatement service performed.
4. The thoroughness and conformity of the proposal package, and the cost of service.
5. Provide a written proposal itemizing the graffiti abatement service as outlined in Exhibit A, scope of work. The City reserves the right to clarify and further define the scope of work and pricing.

PART II: INSTRUCTIONS, CONDITIONS, and LEGAL REQUIREMENTS

1. Contractor shall provide an email with attachment of the proposal.
2. The City of Desert Hot Springs has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).
3. The Contractor shall defend, indemnify, and hold the City of Desert Hot Springs, its officers, agents, volunteers, and employees free and harmless from any and all causes of action or claims of damages arising out of or related to the Contractor performance under this contract.

4. The City reserves the right to negotiate terms and scope of work with the highest ranked Contractor. If an agreement cannot be negotiated the City reserves the right to negotiate with any other Contractor. The contract shall not exceed \$90,000.00 per year.
5. Contractor shall identify those services that will be out-sourced to a sub-Contractor. The Contractor will be responsible for verifying the proposals and validity of all licenses or permits for any out-sourced work to sub-Contractors. The Contractor is also responsible for paying its employees and any sub-Contractors the Contractor hires.
6. Selected Contractor is required to comply with all existing State and Federal labor laws. Selected Contractor is also responsible for complying with all OSHA standards and requirements. If Contractor out-sources any work or job to a sub-Contractor, it will be the prime Contractor's responsibility to ensure that all sub-Contractors meet the requirements as stated in this RFP.
7. A contract will be awarded to the most qualified Contractor. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate contractor based on the most qualified proposal. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package; previous experience and performance; conformity to scope of work in Exhibit A; financial ability to fulfill the contract; ability to meet scope of work; terms of payment; compatibility, as required; number of sub-Contractors the main Contractor may need to employ for out-sourced work; other costs; and other objectives and accountable factors which are reasonable. The City reserves the right to select a Contractor to perform all of the work identified in the RFP, or only selected portions based on price and/or other factors.
8. Before execution of the contract, the selected Contractor is obligated to provide evidence of liability insurance to include: Worker's Compensation, General Liability, and Automobile Liability.
9. The successful Contractor shall be an independent contractor, and nothing shall be construed to cause the Contractor to be deemed or represent itself as an agent or employee of the City.
10. Any evidence of agreement or collusion among Contractors acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Contractors void.
11. The selected Contractor agrees to maintain a City of Desert Hot Springs Business License for the duration of the contract.

12. Contractor agrees that all service by the Contractor shall be to the satisfaction of authorized City personnel. In the event that the Contractor defaults on performance of any of these requirements, then the City shall have the right to terminate this agreement upon thirty (30) days written notice delivered to the Contractor by certified mail or courier. Termination of the contract will not relieve the Contractor of any liability to the City for damages sustained by the City because of any breach of contract by the Contractor, and the City may withhold any payments to the Contractor until such time as the exact amount of damages due the City from the Contractor is determined.
13. The Contractor shall submit a list of at least five (5) references that have purchased similar services from the Contractor. Contractor shall provide company name, contact name and phone number for each reference.
14. The term of the contract shall commence On July 1, 2023 and upon execution by the City Council or authorized City representative and continue through June 30, 2024. The City reserves the option to extend the contract under the same terms and conditions for a maximum of one (1) additional one-year at current price levels.
15. The contract between Contractor and the City is non-transferable. Contractor shall under no circumstances assign the agreement without written permission of the City. Contractor shall notify the City, in writing, of any change in ownership at least thirty (30) days prior to said change.
16. The standard form of the City's Contractor Agreement is attached hereto as Exhibit B. The selected Contractor will be required to enter into this Agreement. By submitting a proposal, Contractor certifies to the City that he/she has reviewed the specifications of the RFP and the terms of the agreement and has incorporated all direct and indirect costs of complying with the scope of work and the agreement into the Proposal.
17. The City's terms for payment are net 30 upon receipt of invoice. Contractor shall submit invoices between the first and fifteenth business day of each month for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees.
18. Prohibited Interest – No officer, or employee of the City of Desert Hot Springs shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-Contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Desert Hot Springs has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-Contractors on this project. Contractor further

agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

PART III: GENERAL INFORMATION

1. Contractor is required to carefully and fully investigate all of the requirements of this RFP. By submitting a proposal, Contractor represents and certifies to the City that such investigation has been completed and that it fully understands the scope of work.
2. The City reserves the right to reject any and all proposals when deemed necessary.
3. The City will not reimburse Contractors for any costs involved in the preparation and submission of proposals. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.
4. The City reserves the right to request any Contractor submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.
5. If an Exhibit "A" requirement cannot be met by a Contractor, then the Contractor should submit a "No Proposal" response for the items affected. Alternate or equivalent items may be submitted for consideration by the City, unless otherwise specified.
6. All submitted proposals and information included therein or attached thereto shall become public records upon contract award.
7. Contractor is requested to provide any exceptions, additional information or suggestions that will aid in the City's selection process.
8. Any questions regarding this RFP should be referred to Steve Shaw, Deputy Chief, at sshaw@dhspd.com.

Exhibit A
The Scope of Work

The scope of this RFP is to remove graffiti from private and public property throughout the city upon identification and/or notification. For purposes of the proposal and agreement, “per stop” shall be defined as each parcel or site address. Within the “per stop” price, contractor must consider the following:

1. Contractor is expected to digitally photograph all graffiti prior to removal. These photographs shall be turned into the City/Agency no less than once per week on a compact disk or other digital media agreed upon with the Agency for use by the City’s Police Department. Each photograph will be accompanied by the following information:
 - a. Date and time of removal.
 - b. Location of graffiti.
 - c. Description of graffiti (tags, monikers)
2. The Contractor is expected to provide their own digital camera(s). These cameras must meet the following minimum specifications:

Date and time stamp capabilities, 7.1-megapixel CCD captures high-resolution images up to 3081 x 2313 pixels and 12x optical/4.2x digital/50x total zoom, or better.
3. The Contractor is expected to provide a free application program that allows residents, City employees, and others with smart phones (Droids, iPhones, etc.) to send photos of graffiti to both the Contractor’s employees as well as the City’s Code Enforcement Unit. It is expected the program would use built-in global positioning system technology to attach to the picture and send the complaint/notice. Users should be able to remain anonymous or choose an option to receive updates on the status of their request.
4. The City/Agency may elect to utilize a database or service to track graffiti incidents and trends. The Contractor will be expected to provide support to the City/Agency’s efforts in this endeavor (for example, through electronic record keeping of graffiti incidents abated or the use of digital photography, although

other activities may be requested.) In the event the City/Agency elects to use a different tracking mechanism, the Contractor will be expected to adapt to the new system.

5. The Contractor will be expected to attend regular meetings with City/Agency staff.
6. The Contractor's staff may be required to attend meetings or training sessions with the City's Police Department related to the graffiti services being provided.
7. Contractor must use commercially accepted color matching/blending techniques and equipment to closely match adjacent painted surfaces.
8. Such locations where graffiti has been previously painted over using non-matching colors, the area shall be painted over by the contractor using a color that closely matches the rest of the entire surface.
9. On such locations where surfaces cannot be closely matched due to fading, stains, numerous painting patches etc., the contractor shall paint the entire surface with a color that closely matches the original color.
10. Contractor will canvass major thoroughfares for new graffiti at least four times per week. Additionally, Contractor will contact the Chief of Police, or his designee, to assess if there are upcoming City events that will determine specific areas of attention that need to be addressed that week. The supervisor or designee may add or remove sites at their discretion.
11. Contractor will obtain all necessary permissions from property owners prior to graffiti removal.
12. The contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform **Grffiti Removal Services** defined below for the City of Desert Hot Springs. The contractor shall perform to the standard in this document.
13. The contractor shall use high quality commercial paint and appropriate graffiti removal chemical agents. If contractor intends to use experimental or other non-traditional methods or materials, such methods or materials must be approved by the Chief of Police, or his designee, prior to use.
14. Contractor agrees to furnish graffiti removal services as follows:
 - a) Continued on-going removal of all graffiti utilizing the following techniques where applicable:

- 1.) Paint over using a color matching technique (including custom blending paint colors if necessary).
 - 2.) Chemical Removal
 - 3.) Sand Blasting
 - 4.) Water Blasting, Pressure Washing or Soda Blasting
- b) Graffiti that is painted over shall be done with a paint color similar to adjacent surfaces. Such locations where graffiti has been previously painted over using non-matching colors, the area shall be painted over by the contractor using a color that closely matches the rest of the surface.
- c) Graffiti on natural surfaces, such as unpainted block or wood, shall be removed with water/sand/soda blasting. The Contractor is responsible for any damage that occurs as a result of their chosen cleaning method.
- d) All underlying graffiti shall not be visible.
- e) All work shall be subject to approval of the Chief of Police or his designee.
- f) Any work in need of correction shall be satisfactorily corrected by the contractor at the Contractor's own expense within one (1) working day of said notification by City/Agency.
- g) Before the work will be considered complete, the entire area shall be placed in a neat and orderly condition. Debris and other excess material related to the graffiti removal process shall be removed from the site.
- h) Provide support to aid the City/Agency in tracking graffiti incidents. Such support will include but is not be limited to the following:
1. Digital Photographs of Graffiti Removed.
 2. Description of graffiti (tags, monikers).
 3. Location of graffiti (street address, description of where graffiti found such as on wall or sidewalk, etc.)
 4. Computer based mapping of events and locations.
- i) An activity log shall be submitted with the monthly invoices for services rendered. This log shall have the following information:
1. Date of Removal.
 2. Location of graffiti sites.
 3. Description of graffiti (tags, monikers).
 4. Methods of removal.
 5. Job size.

6. Cost to City/Agency.

15. **CONTRACT MANAGER** — The contractor shall provide a contract manager or foreman who can communicate effectively both in written and oral English. This person shall represent the contractor and be responsible for the performance of the work. The name of this person and any alternate(s) who shall act for the contractor when the manager is absent shall be designated in writing to the Chief of Police, or his designee at the start of the contract term. The City/Agency must be notified in writing within five (5) days of any change in either the primary or alternate contact person.

The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operations of this contract. Any order or communication given to these foremen shall be deemed as delivered to the Contractor.

The contract manager or alternate shall be available during normal City/Agency working hours within one (1) hour to meet with City/Agency personnel designated by the Chief of Police to discuss problem areas. After normal business hours, the manager or designated alternate shall be available within four (4) hours.

Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company name, employee name and photo of employee.

Personnel assigned to this contract shall not be incompetent, disorderly, troublesome, intemperate or otherwise objectionable. Any employee, who fails or refuses to perform the work properly and acceptably, as determined by the City/Agency's designated representative, shall be discharged or removed from work on City/Agency jobs immediately.

All contractor trucks and other vehicles shall be of one color with the Contractor's name or logo identified. All vehicles and equipment shall be in good condition and appearance.

In the event the contractor is requested to remove graffiti that is not reachable due to gate(s) or other such obstruction, the contractor is expected to notify the City/Agency and request assistance in accessing the area in question.

Contractor shall be responsible for providing a safe work environment, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State Of

California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) Laws and Regulations, and any other applicable governmental law or Agency risk management standards.

Contractor will comply with the provisions of the Immigration Reform and Control Act of 1986, Public Law 99-603.

16. The contractor shall establish and maintain a complete Quality Control Plan to ensure the requirements of the contract are provided as specified. One copy of the contractor's Quality Control Plan shall be provided to the Police Department Commander not later than the pre-performance conference. An updated copy must be provided to the Chief of Police or his designee within 5 days of any changes in the plan. The plan shall include: The methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

The City/Agency will evaluate the contractor's performance under this contract using the methods of surveillance. When an observation indicates defective performance, the Chief of Police or designated representative will notify the contractor.

17. Graffiti Removal services shall be provided four (4) days per week. No Friday, Saturday or Sunday work is to be scheduled without permission from the City/Agency except for emergency situations.

The Contractor will have staff available by phone, cell phone, or pager contact (not an answering machine), Monday through Thursday, between 8:00 a.m. and 5:00 p.m. to respond to call-outs, questions, verification of schedules, and other non-emergency requests or questions.

Working hours shall be no earlier than 6:00 a.m. and no later than 6:00 p.m. Emergencies are the only exception. Graffiti Removal work shall not start before 6:30 a.m. and shall be completed before 6:00 p.m.

RECOGNIZED HOLIDAYS — The contractor is not required to provide service on City/Agency and or Federal holidays. Emergencies are the only exception.

HOLIDAY WORK SCHEDULE - When service is performed five times weekly or less frequently, services scheduled for a holiday will be preformed either the week day before or the week day following the holiday, if not otherwise performed.

AGENCY CLOSURE - If there is a City/Agency closure due to a natural disaster, hostile action, or any other unforeseeable emergency, the Chief of Police or his designee will determine whether the contractor will continue to perform services called for by this contract.

18. Contract supervision of the Graffiti Removal Services Contract will be provided by the City/Agency Representative. The Chief of Police has overall oversight over the above mentioned staff and the program. City/Agency staff will follow established policies and procedures in their contract oversight activities.

Schedules for specific work tasks required as part of the Agreement will be determined and/or established according to the guidelines described in the SOPs.

The City/Agency reserves the right to review Contractor performance at any time during the term of the Agreement. These reviews will be conducted in a manner described in the SOPs.