



Date: December 17, 2024

To: Honorable Mayor and Members of the City Council

From: Jeremiah Hart, Police Chief

By: Leaonna DeWitt, Senior Business Manager | LDewitt@TorranceCA.gov

Subject: Police – Award Contract Services Agreement for Supplemental Parking Enforcement Services. Expenditure: \$565,594.00 (General Fund).

RECOMMENDATION

Recommendation of the Police Chief that City Council award a contract services agreement to ACE Parking Management, Inc. of San Diego, CA (RFP B2024-11) in the amount of \$565,594.00, for supplemental parking enforcement services, for a one-year period beginning January 1, 2025 and ending December 31, 2025 with the options to extend the term for two (2) one-year terms.

FUNDING

Funding is available in the fiscal year 2024-2025 Police Department operating budget and is anticipated to be available in subsequent fiscal year.

DISCUSSION

In recent years, the Police Department has experienced challenges hiring and retaining staff dedicated to parking enforcement. As a result, consistency in enforcement, especially related to street sweeping, has waned. This has turned our street sweeping parking enforcement efforts from dedicated enforcement to calls for service based. To ensure more consistent and dedicated street sweeping parking enforcement, the Police Department released a request for proposals from experienced and qualified contracted parking enforcement practitioners. The RFP was issued on August 12, 2024, and closed on September 3, 2024, on the basis of wanting to cast a greater outreach.

The City received six (6) proposals by September 3, 2024 from Ace Parking Management, Willdan Engineering, LAZ Parking California, LLC, James Glass & Assoc. Security Services, AX9 Security Inc., and Inter-Con Security Systems. The proposals received were evaluated by an evaluation team consisting of Department personnel with experience in managing and/or working with parking enforcement. The following shows the criteria established for the RFP for supplemental parking enforcement services:

EVALUATION CRITERIA	MAXIMUM POINTS	AVERAGE POINTS					
		Ace Parking Management Services	Inter-Con Security	LAZ Parking California	Willdan Engineering	James Glass & Assoc.	AX9 Security Inc.
Organizational Capacity	30	30.00	27.00	25.00	25.00	22.00	21.00
Experience	30	30.00	26.00	25.00	23.00	22.00	20.00
Cost Proposal	30	25.00	29.00	26.00	23.00	26.00	26.00
References	10	6.00	6.00	8.00	6.00	6.00	6.00
Maximum Total Points	100	91.00	88.00	84.00	77.00	76.00	73.00

Upon completion of the proposal review process, it was determined that Ace Parking Management Services, Inc. (ACE), was the best qualified for the project. The final ranking is as follows:

RESULTS					
RANKING	VENDOR NAME	CITY	STATE	EVALUATION SCORE	PROPOSAL PRICE
1	Ace Parking Management	San Diego	CA	91.00	\$565,594.00
2	Inter-Con Security	Pasadena	CA	88.00	\$405,816.32
3	LAZ Parking California	Los Angeles	CA	84.00	\$509,710.34
4	Willdan Engineering	Anaheim	CA	77.00	\$686,400.00
5	James Glass & Associates	Torrance	CA	76.00	\$500,964.00
6	AX9 Security Inc.	Concord	CA	73.00	\$444,371.20

ACE has extensive experience in providing parking enforcement services for dozens of municipalities across the country, employing over 5,000 employees. ACE employs the latest technologies and techniques, which include License Plate Recognition systems and our current Civic Smart handheld citation devices. Based on the scoring of the proposals and completion of the evaluation process, Staff recommends that City Council award a contract services agreement to ACE Parking Management, Inc. of San Diego, CA (RFP B2024-11) in the amount of \$565,594.00, for supplemental parking enforcement services, for a one-year period beginning January 1, 2025 and ending December 31, 2025 with the options to extend the term for two (2) one-year terms.

ATTACHMENT

1. Contract Services Agreement – ACE Parking Management, Inc.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of December 17, 2024 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Ace Parking Management, Corporation ("CONSULTANT").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide supplemental parking enforcement services.
- B. In order to obtain the desired services, CITY has circulated its Request for Proposal for Parking Enforcement Services, RFP No. B2024-11 (the "RFP").
- C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 31, 2025.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$565,594.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of CONSULTANT 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 CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, CONSULTANT 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 CITY as against CONSULTANT or its surety then existing, or that 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 CONSULTANT 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 that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (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 CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then 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. CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's acts

or omissions in performing or failing to perform CONSULTANT'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 CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

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

8. CONSULTANT REPRESENTATIVE(S)

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

Tom Pesce
Mark Raymond

9. INDEPENDENT CONTRACTOR

CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as otherwise set forth in this Agreement. CONSULTANT's agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONSULTANT's agents or employees under the Affordable Care Act. CONSULTANT 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 CONSULTANT's agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT's failure to comply with CONSULTANT's duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT 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 CONSULTANT's obligations under the Affordable Care Act relating to CONSULTANT's agents and employees.

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

CONSULTANT 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, CONSULTANT warrants that CONSULTANT (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 required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

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

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") 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 CONSULTANT, its officers, employees, agents, subCONSULTANTS or vendors. CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

A. CONSULTANT and its subCONSULTANTS must maintain for the duration of the Agreement at their sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. Commercial General Liability including coverage for premises, products and completed operations, independent CONSULTANTS/vendors, 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 CONSULTANT, its employees, agents and subconsultants.

- B. The insurance provided by CONSULTANT 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, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONSULTANT 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. If the CONSULTANT 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 CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- G. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONSULTANT.
- H. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT 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.
- I. Self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "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 CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that 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.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONSULTANT: ACE PARKING MANAGEMENT, INC.
645 ASH STREET, SAN DIEGO, CA
619-223-6624

Fax:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply. To the extent that the terms of the RFP or Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONSULTANT'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this

Agreement, CONSULTANT 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 CONSULTANT is bound.

32. PUBLIC RECORDS ACT

Any documents submitted by the CONSULTANT; all information obtained in connection with the CITY's right to audit and inspect the CONSULTANT's documents, books, and accounting records pursuant to paragraph 14 CONSULTANT's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) 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 7920.000 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.

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 CONSULTANT 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

ACE PARKING MANAGEMENT
a corporation

George K. Chen, Mayor

By: _____
Tom Pesce
Vice President

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: _____
Jeanne-Marie K. Litvin
Deputy City Attorney

Attachments:	Exhibit A	Request for Proposals
	Exhibit B	Proposal

Rev. 0424

EXHIBIT A
REQUEST FOR PROPOSALS

[To be attached]

**Request for Proposals (RFP)**City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov**RFP No. B2024-11****RFP for Parking Enforcement Services****RFP Submittal Information**

No mail or hand delivered Proposals. No faxed proposals.

No Late proposals.

Location:	City of Torrance Purchasing Division 3031 Torrance Blvd. Torrance, CA 90503
Date:	Tuesday, September 3, 2024
Time Deadline:	12:00 p.m. Local (Pacific) Time

Submittal Requirements

Your submittal must include the following:

- Vendor's Response (Section III of this document) on the forms provided. If additional space is required, please attach additional pages.
- Bidders Affidavit (Attachment 1)

Proposers will be disqualified if their proposal does not include the above items.

Prior to the award of a Contract**The successful vendor, must submit the following to the City of Torrance**

- Proof of insurance and applicable bonds, 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.

RFP No. B2024-11

RFP for Parking Enforcement Services

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received online until 12:00 p.m. September 3, 2024.

The City of Torrance:

The City of Torrance is 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 Torrance Police Department's Traffic Division is responsible for parking enforcement in the City of Torrance. The City is seeking to partner with a qualified parking enforcement service providers to provide comprehensive parking enforcement services for a one-year program, with two (2) additional 1-year extensions that may be exercised at the City's discretion. The one-year program will help determine the future scope and long-term feasibility of supplementing the City's current parking enforcement program.

The goal is to improve public safety and the quality of life for residents and visitors by implementing a consistent and thorough parking enforcement program, which will encourage compliance with local regulations and safety measures.

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	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 Vendor and the City as a result of this Request for Proposals

Proposal Submittal Form:

Prospective bidders must submit bids in **electronic only format** at

<https://pbsystem.planetbids.com/portal/47426/portal-home>; The proposal must be made on the form provided and uploaded on PlanetBids.

Scan and attach the following required documents to your eBid. This list may not be all-inclusive; additional items may be required elsewhere in bid specifications. *Failure to provide required documents with bid may cause the bid to be deemed non-responsive.*

If an individual makes the proposal, it must be signed by that individual, with an address and telephone number. If made by a business entity, it must be signed by an authorized person that executes binding agreements and contracts. A full business address and telephone are required.

Blank spaces in the proposal form must be completed using ink, indelible pencil, typewriter or digitally. The text of the proposal form must not be changed and no additions. 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:

All questions regarding this RFP must be submitted online no later than **12:00 PM Tuesday, August 27, 2024**. Answers to questions will be posted online for all interested bidders to review. Bidders who have downloaded bid documents by the time that the questions are responded to will receive an automated email notifying them of additional information and/or addendums that have been posted to the website. No questions via telephone. No questions submitted after deadline. Written answers and any other changes to the RFP will be sent via Planetbids to all known prospective proposers as an addendum to the RFP.

Errors and Omissions:

The proposer may not take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. If there are errors or omissions, you will be notified.

Proposers Examination of Requirements:

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

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments will be identified by an addendum to this RFP. If the revisions require additional time to enable vendors 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.

Attach all addenda to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause for rejection.

The City reserves the right to award a contract to a company solely based on 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)

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City's needs. Proposals are 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, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost are reviewed to determine which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

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 may interview a qualified Firm, prior to deciding whether to recommend the award of an Agreement.

Description of Evaluation Criteria	Possible Points
Organizational Capacity This criterion measures the ability of the organization to fulfill the services defined in the Scope of Work, or generally the ability of the entity to effectively develop and manage the crossing guard program. Proposer's approach should present a general plan of program goals and procedures for administering the program. Proposer must demonstrate an understanding of the work and ability to meet all the requirements in the Scope of Work and in their interview responses.	30
Experience Points will be assigned for "Experience with Projects of this Size and Scope in an Agency of Similar Size" based on a vendor's previous experience with municipal agencies, as delineated in the SCOPE OF WORK, and CLIENT REFERENCES and in their interview responses.	30
Cost Proposal	30
References	10
Maximum Total Points =	100

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 be invited to interview with the City.

PART II – INTERVIEW: An interview will be held for qualified firms at the discretion of the City.

The Contract:

The awarded vendor will be required to enter into a written contract with the City of Torrance. Attached is a copy of the standardized contract (Attachment A), 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.

Contract Term:

The initial contract will be for a period of 1 year, from January 1, 2025 to December 31, 2025. The City may extend the contract with two (2) additional 1-year extensions.

Independent Contractor:

The successful proposer will at all times remain 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 or 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 all taxes and penalties that may be

assessed against the City because of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

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 for the orderly filing of documents, and closing of project.

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

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract because 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://pbsystem.planetbids.com/portal/47426/portal-home>

RFP No. B2024-11

RFP for Parking Enforcement Services

SECTION II TECHNICAL REQUIREMENTS**Overview/Introduction:**

The City of Torrance is requesting proposals from qualified vendors for Parking Enforcement Services for a one-year Program, with two (2) additional 1-year extensions that may be exercised at the City's discretion.

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 installation or performance, the needs of the City of Torrance will govern.

Scope of Work:

Successful proposer must be able to provide five (5) dedicated parking enforcement staff to enforce the regulations and ordinances in the City of Torrance. The primary responsibility will be enforcement of street sweeping regulations, however additional enforcement activities may be requested at the direction of the Torrance Police Department Traffic Division.

There are five (5) street sweeping routes per day, with each route broken into three (3) hour time restrictions. Street sweeping routes can be found here: <https://www.torranceca.gov/our-city/public-works/street-sweeping>

Enforcement staff must be available to work all assigned weekday shifts, Monday through Thursday, 8:00am to 5:00pm (8 hours per day, 32 hours per week).

The Torrance Police Department will handle complaints and calls for service.

General Requirements:

The Torrance Police Department will provide the proposer the ticket machine (Duncan Civic Smart N521), ticket paper, and envelopes.

The Proposer will be required to perform the following:

1. Provide their own enforcement vehicle with company markings and amber rear warning system such as a colored light bar or directional arrow.
2. Provide uniforms for the parking enforcement staff that identifies themselves as an employee of the company.
3. Responsible for hiring and training of the parking enforcement staff. The proposer shall ensure that each employee assigned to provide parking enforcement services has sufficient job-related training to successfully perform their duties.
4. Coordinate with City staff on developing coverage schedules to maximize effectiveness and prevent duplication of effort.
5. Provide staff and be operational at the start of the contract term.

6. The proposer must have at least five (5) years of experience providing parking enforcement services for a municipal government.
7. The proposer must provide at least five (5) years of references.

Work Plan:

Prior to the beginning of the work, the successful proposer must provide the City a schedule and work plan for approval.

RFP No. B2024-11

RFP for Parking Enforcement Services

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/RFP for Parking Enforcement Services
 E-Mail Address

 Signature

 Date

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)

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?

Contact for Additional Information:

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

 Printed Name
 Enforcement Services

 RFP for Parking

 Telephone

 E-Mail Address

Proposal Submittal (continued):

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? _____

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific periods that are mutually agreed upon will be established after award of a contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

_____	_____	_____
Name		Title
_____	_____	_____
Telephone Number	Fax Number	Email Address

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

_____	_____	_____
Name		Title
_____	_____	_____
Telephone Number	Fax Number	Email Address

Background and Recent Experience with Similar Projects:

[illegible]

Proposal Submittal (continued):

Vendor Name: _____

Work Plan for Each Required Task:

In the space below, please describe in detail the methodology you will be utilizing to conduct for each task. (Please attach additional sheets if needed.)

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Proposal Submittal (continued):

Vendor Name: _____

References:

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. ***Do not include the City of Torrance as a reference for this RFP.***

1	Name of Company/Agency:	
	Street Address:	
	City: State, Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
2	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
3	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 16 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Did you complete a project proposal as described in the Technical Requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you review all addenda, if any, issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Are your Wage Rates (Non-Prevailing) Included?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement Continued	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Please indicate your price to provide monthly services as indicated in this RFP	\$ _____/Month
Did you describe your experience with providing parking enforcement services for a municipal government?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Did you provide at least five (5) years of references?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Price proposal submittal to complete the work described in this RFP	\$ _____

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)

CONSULTING SERVICES AGREEMENT

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

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to insert brief description of services.
- B. In order to obtain the desired services, CITY has circulated its Request for Quote for insert brief title of RFQ, RFQ No. insert RFQ No. (the "RFQ").
- C. CONSULTANT has submitted a Quote (the "Quote") in response to the RFQ. In its Quote CONSULTANT represents that it is qualified to perform those services requested in the RFQ. Based upon its review of all Quotes submitted in response to the RFQ, CITY is willing to award this Agreement to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT's Quote submitted in response to the RFQ. A copy of the RFQ is attached as Exhibit A. A copy of the Quote is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Quote will be performed in a competent, professional and satisfactory manner.

2. TERM

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

3. COMPENSATION

A. CONSULTANT's Fee.

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

B. Schedule of Payment.

Provided that CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid the fees described in Paragraph 3.A. above, according to the

Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of CONSULTANT 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 CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, CONSULTANT 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 CITY as against CONSULTANT or its surety then existing, or that 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 CONSULTANT 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 that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (iii) under state or federal antitrust statutes arising out of the submission of bids or Quotes; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then 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. CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT'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 CONSULTANT, or any indebtedness

exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

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

8. CONSULTANT REPRESENTATIVE(S)

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

Representative 1

Representative 2

9. INDEPENDENT CONTRACTOR

CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as otherwise set forth in this Agreement. CONSULTANT's agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONSULTANT's agents or employees under the Affordable Care Act. CONSULTANT 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 CONSULTANT's agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT's failure to comply with CONSULTANT's duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT 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 CONSULTANT's obligations under the Affordable Care Act relating to CONSULTANT's agents and employees.

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

CONSULTANT 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, CONSULTANT warrants that CONSULTANT (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 required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

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

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") 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 CONSULTANT, its officers, employees, agents, subCONSULTANTS or vendors. CONSULTANT's obligations to

indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

A. CONSULTANT and its subCONSULTANTs must maintain for the duration of the Agreement at their sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. Commercial General Liability including coverage for premises, products and completed operations, independent CONSULTANTs/vendors, 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 CONSULTANT, its employees, agents and subconsultants.

B. The insurance provided by CONSULTANT 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, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONSULTANT 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. If the CONSULTANT 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 CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- G. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONSULTANT.
- H. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT 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.

18. 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 CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that 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 Quote.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
 - 6. Addresses for purpose of giving notice are as follows:

CONSULTANT:

CONSULTANT'S NAME AND
ADDRESS

Fax: INSERT FAX NUMBER

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply. To the extent that the terms of the RFQ or Quote are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONSULTANT'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, CONSULTANT 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 CONSULTANT is bound.

32. PUBLIC RECORDS ACT

Any documents submitted by the CONSULTANT; all information obtained in connection with the CITY's right to audit and inspect the CONSULTANT's documents, books, and accounting records pursuant to paragraph 14 CONSULTANT's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Request for Quotes (RFQ) 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 7920.000 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.

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 Quote marked "trade secret", "confidential", or "proprietary", the CONSULTANT 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

Firm Name
Type of Entity

Aram Chaparyan, City Manager

By: _____
Signer
Title

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: _____

Attachments:	Exhibit A	Request for Quotes
	Exhibit B	Quote

Rev. 1123

EXHIBIT B

PROPOSAL

[To be attached]

DRIVEN BY INNOVATION. POWERED BY PEOPLE.



Proposal for Parking Enforcement Services
RFP No. B2024-11
Prepared Exclusively for City of Torrance, CA
September 2024



RFP No. B2024-11

RFP for Parking Enforcement Services

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:

ACE Parking Management, Inc.

Name of Company

645 Ash Street

San Diego

92101

Street Address

City

Zip Code

619-223-6624

N/A

Telephone Number

Fax Number

Tom Pesce, Vice President

tpesce@aceparking.com

Printed Name/Title

E-Mail Address



8/30/24

Signature

Date

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

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: _____
Do you have a Parent Company? ☒ No ☐ Yes,

N/A

(Name of Parent Company)

Do you have any Subsidiaries? ☒ No ☐ Yes,

N/A

(Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? 74 Years

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

Contact for Additional Information:

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

Mark Raymond

Director of Business Development

Printed Name

Title

914-573-1985

mraymond@aceparking.com

Telephone

E-Mail Address

Proposal Submittal (continued):

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? ACE can comply with Net 30

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific periods that are mutually agreed upon will be established after award of a contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

<u>Tom Pesce</u>	<u>Vice President</u>
Name	Title
<u>424-298-0536</u>	<u>N/A</u>
Telephone Number	Fax Number
	<u>tpesce@aceparking.com</u>
	Email Address

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

<u>Tom Pesce</u>	<u>Vice President</u>
Name	Title
<u>424-298-0536</u>	<u>N/A</u>
Telephone Number	Fax Number
	<u>tpesce@aceparking.com</u>
	Email Address

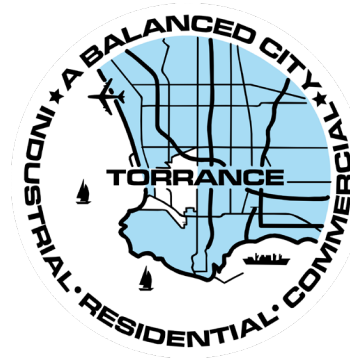


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September 3, 2024

City of Torrance
Purchasing Division
3031 Torrance Blvd
Torrance, CA 90503

Dear Selection Committee,

ACE Parking is pleased to present a proposal for parking enforcement services to the City of Torrance. Our proposal will outline an ambassador approach to our enforcement operations that will help ensure the safety of your citizens and visitors, while allowing a collaborative partnership to develop and thrive between your city and ACE Parking.

About ACE

Since 1950, ACE has grown to be one of the nation's largest parking management and mobility service providers in the country, serving nearly half a million customers per day. ACE operates in many major markets across the U.S., partnering with municipal and government agencies, commercial property management firms, major hotel brands, property owners, developers, and special event companies and entertainment venues. ACE manages over 750 locations, collectively services 450,000 customers per day and controls more than 175,000 off-street parking stalls. Gross revenue from all operations exceeds \$500 million annually, while employing more than 5,000 team members with an annual payroll of \$100 million.



Municipal Expertise

ACE has built a reputation for providing efficient operations and innovative consulting services for dozens of municipalities across the country. Our municipal experience started with the City of San Diego, a relationship which has continued without interruption for the past 60+ years. Based on our consistent track record listening to the specific client priorities for every unique parking and enforcement operation, ACE has built a reputation for implementing services and delivering results aligned with the goals of each of our municipal partners. ACE's portfolio of municipal clients has grown to include over 40 operations throughout the country and includes extensive experience managing portfolios similar to the City of Torrance's city-wide parking enforcement operation.



Enforcement Experience

ACE has grown our Enforcement Division to address the unique and specific needs of our client partners. Our Enforcement Department, led by Brian C. Tarbell, Senior Vice President, specializes in providing non-gated controls and enforcement solutions to support a portfolio of operations that includes over 40,000 spaces with a team of 35 employees and a fleet of vehicles equipped with License Plate Recognition (LPR) systems.



Experienced Local Management Team

Tom Pesce will be the City of Torrance's executive point of contact for this project. Tom has over 15 years of experience in the parking industry, where he has been involved in almost every type of parking operation including municipal enforcement services where he currently serves as the contract executive for both the City of Santa Clarita and the City of San Gabriel citywide parking enforcement programs for ACE. As a Regional Vice President, Tom is responsible for all day-to-day operations and financial performance of our parking operations in the Los Angeles and Orange County markets. His experience, knowledge of client priorities, and his proven team of parking and enforcement staff is unsurpassed. Tom will provide the necessary support and operational knowledge to ensure our enforcement team are set up for success. Tom is a detail-oriented manager and has quickly transformed the sites in his portfolio into first class parking operations. Tom has been instrumental in ensuring our clients' operational expectations are consistently being achieved without sacrificing customer service.



Tom Pesce
Regional Vice President
Los Angeles & Orange County



Laura Vallejo
Enforcement Manager
City of Santa Clarita

Working with Tom to implement ACE's services to the City of Torrance will be Laura Vallejo, whose management and operations experience with our enforcement operations for the City of Santa Clarita project will make her a perfect fit for onboarding the services to the City of Torrance. In addition to the ACE team that will be directly involved in the day-to-day operations, our service-centric parking and enforcement services will be supported by one of the most accomplished team of parking management and enforcement executives in the country; Mr. Brian Tarbell, who has over 30 years of experience in law enforcement and parking/enforcement operations.

Our Commitment to the City of Torrance

ACE seeks to create a longstanding relationship with the City of Torrance and can offer competitive pricing without compromising service and integrity. Your ACE team will bring a forward-thinking mindset to our partnership with the City of Torrance by taking a proactive approach to achieving your goals. We fully commit that during our partnership, that we will be your parking and enforcement management experts and will draw on the experience and knowledge of our entire company, to operate, manage, enhance, and improve the City of Torrance's parking and enforcement management services.

We are pleased to submit the following response for your review and consideration, and we look forward to the possibility of working with the City of Torrance to provide you with the very best parking and enforcement management services available. With our signature on the *Proposal Submittal Document* and *Attachment 1 – Proposer's Affidavit*, it is ACE Parking Management, Inc.'s full intention to adhere to the provisions of the RFP, and our full intention to enter into a binding contract should you select us as your service provider. Should you have any questions regarding our proposal or if you would like to meet with our team, please feel free to contact us at any time.

Sincerely,

Mark Raymond
Director of Business Development
(914) 573-1985
mraymond@aceparking.com

VENDOR BACKGROUND AND QUALIFICATIONS



VENDOR BACKGROUND AND QUALIFICATION

a. ABOUT ACE

Since 1950, ACE has grown to be one of the nation's largest parking service and technology solution providers in the country, serving nearly half a million customers daily. Headquartered in San Diego, ACE is privately & family owned, and offers direct access to our top executives and experts while maintaining transparency and a true partnership with our clients. We operate in many major markets across the U.S., partnering with municipalities, government agencies, commercial property management firms, major hotel brands, property owners, developers, special event companies, and entertainment venues.

- ▶ 74-Year Family-Owned History
- ▶ 500,000 Parking Stalls
- ▶ Based in Southern California
- ▶ 5,000 Team Members
- ▶ 1,000 Locations Coast to Coast
- ▶ \$1B Annual Revenue



Service & Expertise

ACE's unique blend of experience, resources, relationships, and culture make us the parking and mobility services provider for operations of all sizes and designs. Below are some of ACE's core skill areas and our approach to each.



ENFORCEMENT

Proper enforcement isn't just a revenue issue, it's also a safety issue. ACE employs the latest technologies and techniques to ensure and enhance both.



MOBILITY SOLUTIONS

When parking is just one component of a journey, you need smart, effective solutions that connect Point A to Point Anywhere.



MUNICIPALITY

From airports to civic institutions, ACE has the experience to balance the regulatory requirements with customer satisfaction.



CONSULTING

In 75 years of business, we've seen just about everything. If sound advice is what you seek, we're here to talk anytime.



COMMERCIAL

ACE is more than a parking manager for some of the largest corporations in America. We're a revenue growth advisor and partner.



HEALTHCARE

When lives and health are on the line, a flawless and efficient operation is critical. Our commitment is to help patients and families when they need it most.



HOSPITALITY & RESIDENTIAL

We take the time and make the effort to provide your guests and residents with a flawless experience worthy of your brand.



EVENT & MAJOR ATTRACTIONS

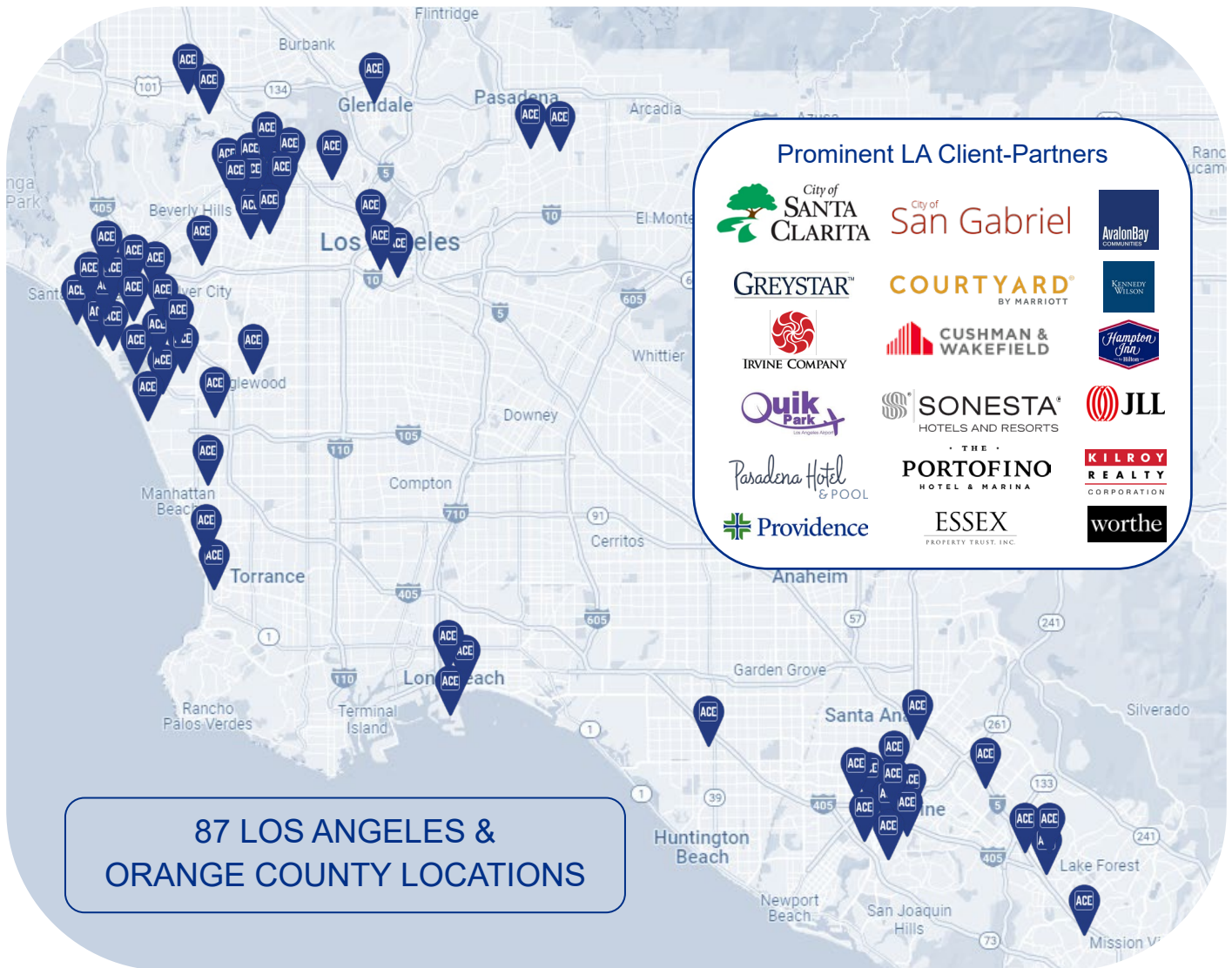
ACE has developed proprietary technology solutions and service-centric procedures based on a 75-year history managing event venues and major attractions.

VENDOR BACKGROUND AND QUALIFICATIONS



b. ACE LOCAL EXPERIENCE

Our presence in the Los Angeles area includes long-term partnerships with dozens of prestigious brands and companies, including municipalities. With two regional Los Angeles offices and our corporate headquarters based in Southern California, the City of Torrance will benefit from ACE's investments in our support team which includes dedicated local Audit, Human Resources and Recruiting Managers.



ACE in Los Angeles



87
Operations



\$75 M
Annual
Revenue



96%
Account Retention



50,000
Managed Stalls

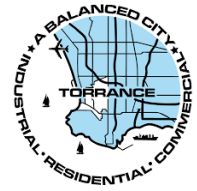


600
Employees



93%
Audit Scores

VENDOR BACKGROUND AND QUALIFICATIONS



c. ACE MUNICIPAL EXPERIENCE

ACE has built a reputation over the last 60 years of providing efficient operations and innovative consulting services for dozens of municipalities across the country. ACE takes pride in its collaborative approach to enforcement, providing services for many municipalities and government agencies. Our municipal experience started with the City of San Diego, a relationship which has continued without interruption for the past 60 years. Based on our consistent track record listening to the specific client priorities for every unique parking operation, ACE has built a reputation for implementing services and delivering results aligned with the goals of each of our City client partners. ACE's portfolio of municipal clients has grown to include over 40 operations throughout the country and includes extensive experience providing services like the City of Torrance's parking enforcement program.



Long-Term Partners = Proven Results

With decades of proven experience managing enforcement and parking operations for municipalities nationwide, ACE has the knowledge and know-how to exceed your expectations for years to come.



VENDOR BACKGROUND AND QUALIFICATIONS



d. ACE ENFORCEMENT EXPERIENCE

ACE's history enforcing and administrating parking operations originates to our very first location. Starting with one dirt lot across from San Diego's City Hall, ACE founder Evan V. Jones began the company in 1950 to meet a community need. The public was seeking convenient places to park in the bustling downtown district, and we soon learned that our paid parking operations required enforcement, auditing, and administrative services. Built on this legacy of providing solutions, ACE has grown our Enforcement Division to address the unique and specific needs of our municipal and private client partners. Today, our Enforcement Division, led by Brian Tarbell, Vice President, a retired San Diego police officer who specializes in providing non-gated controls, enforcement, and administration solutions supporting a portfolio that includes over 80,000 spaces with a team of over 50 Enforcement Ambassadors and a fleet of over 20 vehicles.



Evan V. Jones
Founder of
ACE Parking



Brian Tarbell
Senior Vice President of Enforcement

- ▶ San Diego Police Veteran
- ▶ 30+ Years Enforcement Experience
- ▶ 80,000 Space Enforcement Portfolio
- ▶ Runs 24/7 Customer Support Call Center



Community Ambassador Approach to Enforcement

Delivering enforcement services with friendly service-oriented Enforcement Ambassadors has been the hallmark of ACE's enforcement services for the past 60 years. Each ACE enforcement team member is trained to take on a Community Ambassador role with a firm but not too aggressive approach to enforcement and community support. The job of an Enforcement Ambassador can be challenging so we start with an extensive selection process focused on identifying candidates with a pleasant demeanor that have the "thick skin" needed to stay calm when confronted with challenging situations.



Enforcement Equipment Experience

With over 60 years of parking enforcement experience, ACE has had the opportunity to utilize all varieties of enforcement technology and equipment throughout our operations. We fully understand the beneficial role the right technology can play in ensuring the safety and proper enforcement of your city. ACE has extensive experience using Civic Smart handheld citation devices in our enforcement operations.

Your ACE team will keep you informed about cost-effective solutions to refine your enforcement operation with the most efficient technology and equipment, while also providing the best user and customer experience possible. In addition to providing License Plate Recognition (LPR) and citation issuance equipment, your ACE team can also support the City with Online Permit Registration & Payments (including residential verification options), Call Center Customer Support, Dashboard Reporting, and Curb Management Solutions which we have deployed to support other municipal clients throughout the country.

VENDOR BACKGROUND AND QUALIFICATIONS



Handheld LPR Equipment Experience

ACE has over 10 years of experience utilizing handheld LPR citation equipment solutions throughout our portfolio to support our enforcement operations. Handheld enforcement is helpful at large-scale operations to supply vehicle patrols with targeted foot patrols. Utilizing handheld LPR devices, we efficiently scan all plates in areas that are not supported by mobile LPR. If a time violation is identified or the plate is not registered in the system, violation information will be displayed on the handheld unit. We partner with multiple handheld enforcement partners throughout the country, including Civic Smart which is the current technology being utilized by the City of Torrance.



PARKLOYALTY



Mobile LPR Equipment Experience

We work with all major LPR system suppliers to outfit our enforcement vehicles with cameras mounted on the roof to provide optimal coverage along with computers which are installed inside the vehicles providing full integration with the cameras. The data picked up from the cameras is fed into the computer system which seamlessly identifies time and scofflaw violations in addition to communicating through the cloud to meters and other street or facility equipment. The systems we utilize can also produce ticket tracking and employee shift reports.



Vigilant Mobile LPR Experience

If desired, ACE can partner with Vigilant Solutions to equip our vehicles for the City of Torrance with a state-of-the-art mobile LPR system that we employ at several municipal enforcement operations throughout the country.

The Vigilant Solutions platform provides an almost instant return on investment for law enforcement, parking enforcement operations and parking inventory collection and is ready to “Plug n’ Play” on almost any type of vehicle. More information on ACE’s use of these industry-leading technologies is available in greater detail in our Operations Plan section of this proposal.

VENDOR BACKGROUND AND QUALIFICATIONS



e. YOUR ACE PROJECT TEAM

Your ACE Management Team will energize the parking operation in the City of Torrance by emphasizing an ambassador approach to create a welcoming experience for residents and visitors. Your local team has over 25 years of combined management experience to bring to the City's parking enforcement operation.

Your ACE Team

Genetec (RED)

LOCOMOBIL WORLD

VIGILANT SOLUTIONS

DT DATA TICKET INC.

CivicSmart

PARKLOYALTY



Brian C. Tarbell

Senior Vice President Enforcement Operations

- ▶ 30 Years of Parking & Law Enforcement Experience (Former City of SD Police Officer)
- ▶ Specializing in Enforcement Services & Technology
- ▶ Enforcement Technology Integration Specialist
- ▶ Onsite Enforcement Trainer

City of SANTA CLARITA VIGILANT SOLUTIONS



San Gabriel
CITY WITH A MISSION

DT DATA TICKET INC.



Tom Pesce

Vice President, Los Angeles/Orange County

- ▶ 15 Years of Parking Industry Experience
- ▶ Oversees all Daily Operations for 45 locations
- ▶ Contract Executive for City of Santa Clarita and San Gabriel Citywide Enforcement
- ▶ Reputation in High Attention to Detail & Exceeding Client's Goals

City of SANTA CLARITA VIGILANT SOLUTIONS

DT DATA TICKET INC.



Laura Vallejo

Field Supervisor

- ▶ 6 Years of Enforcement Experience
- ▶ Responsible for Full Oversight of City of Santa Clarita Enforcement Program
- ▶ Responsible for Hiring & Training All Enforcement Personnel

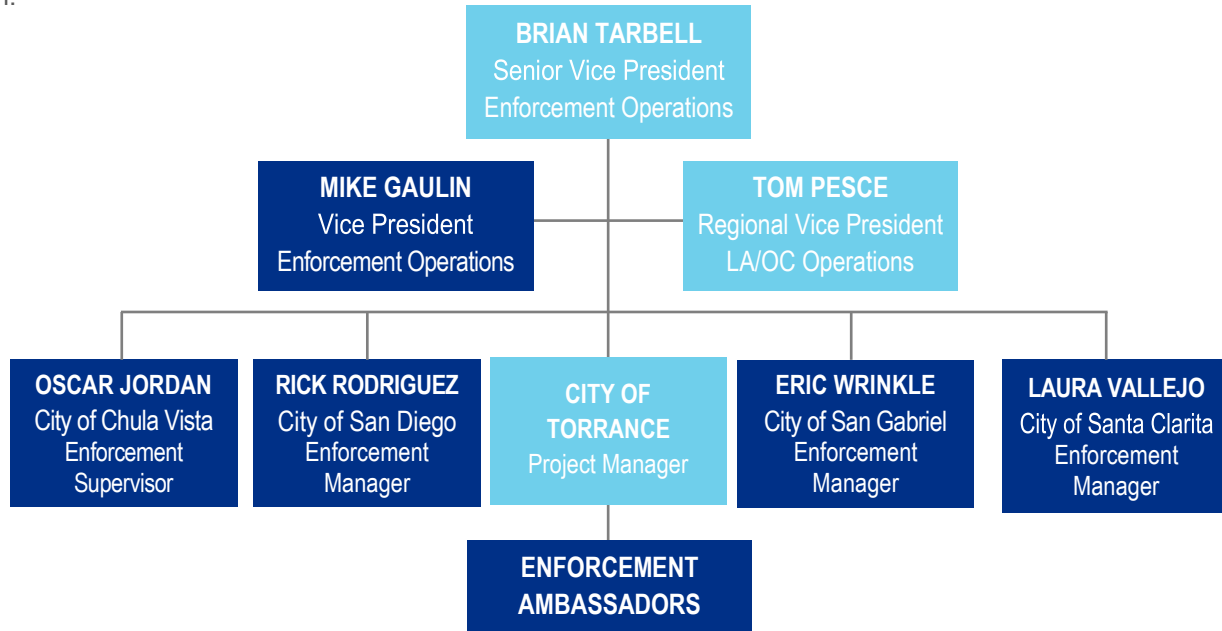
VENDOR BACKGROUND AND QUALIFICATIONS



f. ACE CORPORATE SUPPORT

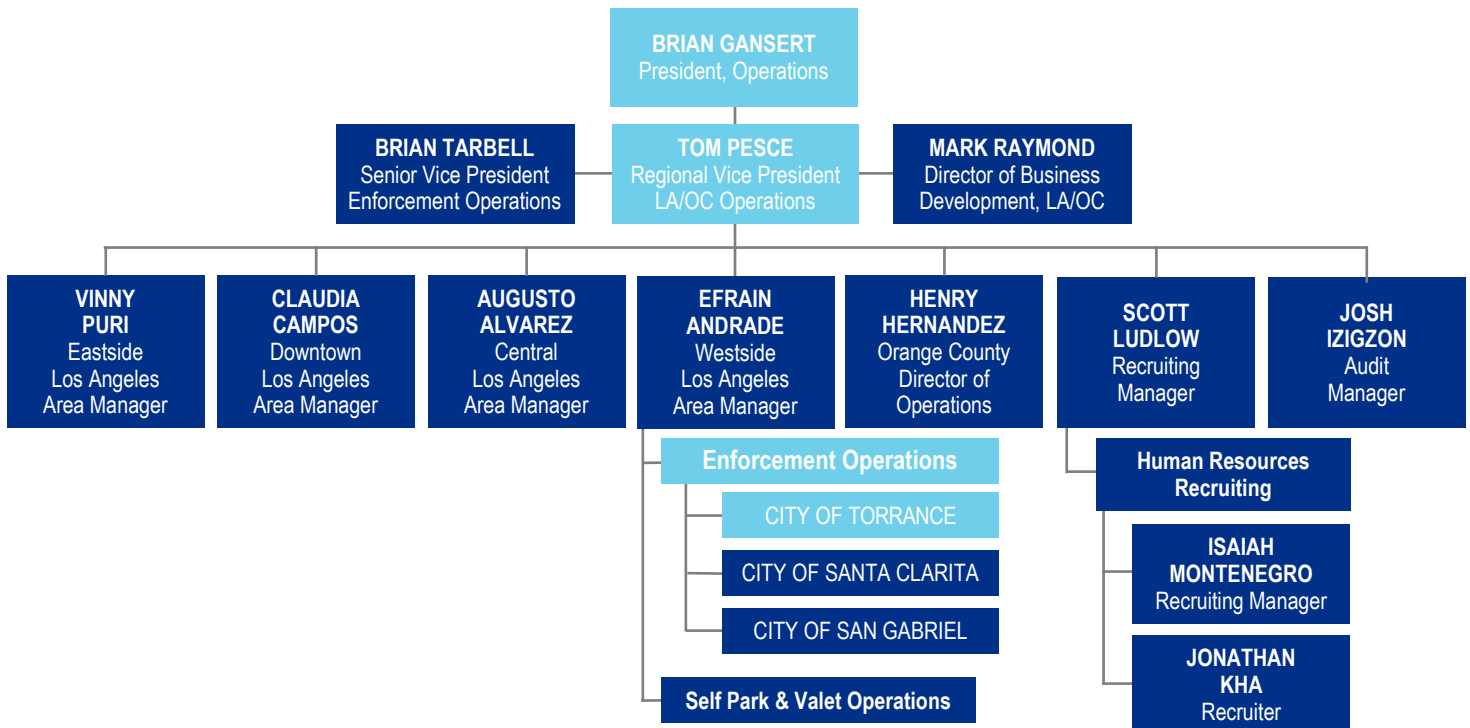
Southern California Enforcement Operations Team

With ACE Parking as your enforcement management company, the City of Torrance will receive a dedicated Enforcement Division.



Los Angeles Operations Team

The City of Torrance will also benefit from the seasoned management experience, local presence and available employees of our local Los Angeles area operations team.



VENDOR BACKGROUND AND QUALIFICATIONS



Corporate Team

The City of Torrance will benefit from our local Southern California-based corporate team who have over 100 years of combined experience. Our Executives make frequent site visits to overview our operations, as well as maintain meaningful, lasting relationships with our clients.



KEITH B. JONES
Executive Chairman
& Owner
25 Yrs. Experience



JOHN BAUMGARDNER
Chief Executive Officer
35 Yrs. Experience



STEVE BURTON
President
35 Yrs. Experience



ROSS SEIBERT
Chief Financial Officer
30 Yrs. Experience



JON GJERSET
Chief Information Officer
25 Yrs. Experience



BILL KEPP
EVP, Marketing & Sales
35 Yrs. Experience



MIKE TWEETEN
President, Hospitality
25 Yrs. Experience



BRIAN GANSERT
President, Operations
25 Yrs. Experience



MICHELLE DENTE
EVP, Member Services
30 Yrs. Experience



CLAY ADAMS
EVP, Audit & Revenue
20 Yrs. Experience



BRIAN TARBELL
SVP of Enforcement Division
30+ Yrs. Experience



TOM PESCE*
Regional Vice President
15 Yrs. Experience



HENRY HERNANDEZ*
Director of Operations
25 Yrs. Experience

*Based in Los Angeles and Orange County

Proposal Submittal (continued):

Vendor Name: ACE Parking

Background and Recent Experience with Similar Projects:

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this RFP. (Please attach additional sheet if needed.)

ACE has built a reputation over the last 60 years of providing efficient operations and innovative consulting services for dozens of municipalities across the country. ACE takes pride in its collaborative approach to enforcement, providing services for many municipalities and government agencies. Our municipal experience started with the City of San Diego, a relationship which has continued without interruption for the past 60 years. Based on our consistent track record listening to the specific client priorities for every unique parking operation, ACE has built a reputation for implementing services and delivering results aligned with the goals of each of our City client partners. ACE's portfolio of municipal clients has grown to include over 40 operations throughout the country and includes extensive experience providing services like the City of Torrance's parking enforcement program. Our Enforcement Division, led by Brian Tarbell, Senior Vice President, a retired San Diego police officer who specializes in providing non-gated controls, enforcement, and administration solutions supporting a portfolio that includes over 80,000 spaces with a team of over 50 Enforcement Ambassadors and a fleet of over 20 vehicles. In the local market, ACE provides city-wide parking enforcement services to the City of Santa Clarita and the City of San Gabriel. We have been the Enforcement vendor in Santa Clarita since 2018, and our operations include providing 24/7 enforcement of the California Vehicle Code and the Santa Clarita municipal code encompassing 74 square miles. We were recently awarded the City of San Gabriel Enforcement contract, where we likewise provide full municipal code and state of California code enforcement. We have experience in transitioning Enforcement operations from law enforcement entities, something we have done at Santa Clarita, City of Encinitas and the City of Chula Vista. Our strong Enforcement background and bountiful experience will make ACE a great partner for the City of Torrance.

Proposal Submittal (continued):

SCOPE OF WORK

Vendor Name: ACE Parking

Work Plan for Each Required Task:

In the space below, please describe in detail the methodology you will be utilizing to conduct for each task. (Please attach additional sheets if needed.)

We have provided an in-depth narrative regarding our approach to the scope of work on pages 18-32, however, the core operating principle ACE embodies throughout all of our parking enforcement operations is to take on the role of Ambassadors for your city. All ACE Enforcement staff are carefully vetted to ensure they have the perfect combination of “thick skin” and friendly, positive, demeanor to interact with your residents and visitors. ACE employs local Recruiting Managers to find the best talent available to ensure the City of Torrance is well represented in every interaction we have with you residents and visitors. Once our staff have undergone and been cleared in the background check process, they will undergo extensive, site-specific training on-location. This training will feature acclimating them to the streets of the City of Torrance, training on Enforcement technology (Civic Smart) and safe driving training. Additionally, our ACE Enforcement personnel must be able to demonstrate a masterful understanding of the California Vehicle Code and the City of Torrance Municipal Code before they are able to be in the field on their own. Our team will have a full understanding of the 5 different street sweeping routes and will be able to enforce all local Torrance and California codes. We will be providing 6 new Toyota Corolla Hybrid vehicles to service this operation so that each Enforcement Ambassador can have a vehicle to accomplish their assigned route. We have found throughout our operations that it always helps to have a spare vehicle for when one of our vehicles requires maintenance, or in the event of an emergency. We will issue our staff city-approved uniforms, as well as all necessary supplies to achieve the scope of work including cell phones for communication purposes. If selected as your vendor for this project, ACE will be fully staffed and ready to take over the operation at the start of the contract term. Please find our pledge to the City of Torrance’s scope of work on the following page.

SCOPE OF WORK



b. SCOPE OF WORK OVERVIEW

ACE recognizes the Scope of Work as laid out by the City of Torrance and commits to ensuring full compliance.

TASK	ACE ACKNOWLEDGEMENT
i. Provide five (5) dedicated parking enforcement staff to enforce the regulations and ordinances in the City of Torrance.	✓
ii. Provide Enforcement of street sweeping regulations.	✓
iii. Provide Additional enforcement activities as requested at the discretion of the Torrance Police Department Traffic Division.	✓
iv. Provide Enforcement of five (5) street sweeping routes per day.	✓
v. Provide enforcement staff to work all assigned shifts Monday-Thursday, 8:00am-5:00pm (8 hours per day, 32 hours per week).	✓
vi. Provide enforcement vehicle with company markings and amber rear warning system such as a colored light bar or directional arrow.	✓
vii. Provide uniforms for the parking enforcement staff that identify themselves as an employee of the company.	✓
viii. Hire and train all enforcement staff and ensure that each employee receives sufficient job-related training to successfully perform their duties.	✓
ix. Coordinate with City staff on developing coverage schedules to maximize effectiveness and prevent duplication of effort.	✓
x. Provide staff and be operational at the start of the contract term.	✓
xi. Prior to the beginning of the work, the successful proposer must provide the City a schedule and work plan for approval.	✓
xii. Ongoing consultation and support for the City of Torrance.	✓

SCOPE OF WORK



c. ENFORCEMENT PERSONNEL

Job Duties

The following are descriptions of the job duties for both relevant roles to be filled for enforcement operations in the City of Torrance ("City"). **Please note we are comfortable moving forward without the Project Manager if the city desires.**

Enforcement Project Manager

While the Scope of Work did not specifically call for this position, in ACE's experience across our municipal enforcement operations a strong, local Enforcement Manager is necessary for on-site project management and administration of staff. As an Enforcement Manager, the ACE team member oversees all Enforcement Ambassadors and operations at the site-level and will serve as the main point of local contact for the City of Torrance. The Enforcement Manager is responsible for ensuring that Enforcement Ambassadors are properly trained and equipped to fulfil their duties and will report to the City and Tom Pesce regarding enforcement operations, challenges, and necessary adjustments. Our proposed base pay for this position is **\$32 Per Hour**.

Enforcement Ambassador

Enforcement Ambassadors will make up the bulk of necessary staffing for parking enforcement operations in the City of Torrance. These team members are the initial point of contact for residents in the City, and will be responsible for patrolling, chalking, ticketing, and writing citations. In addition, Enforcement Ambassadors are required to fill downtime with administrative and other non-field duties, including court time and other legal necessities if required by the City of Torrance. Our proposed base pay for this position is **\$24 Per Hour**.

Required Staff and Staffing Plan

ACE will work with City of Torrance staff and the Torrance Police Department's Traffic Division to develop schedules that maximize efficiency for the enforcement program. We have provided a sample schedule below based on the required hours but will gladly revise this with the City of Torrance as necessary. We will audit previous year citations and warnings to determine if any changes need to be made to address any recurring enforcement challenges more proactively. We will continuously track our citations and warnings throughout the life of this contract to determine how to manage this operation most efficiently.

Our staffing plan includes having the Enforcement Manager on shift Monday-Thursday for 8 hours per day to provide project management and assist the City of Torrance team in all capacities. The Enforcement Ambassador hours will feature 5 Enforcement Ambassadors working 8 hours per day Monday-Thursday.

Monday - Thursday																								
Position	Midnight				AM				Noon				PM											
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11
Project Manager										1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0							
Enforcement Ambassadors										5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0							

SCOPE OF WORK



d. HIRING AND RECRUITING

Hiring Criteria & Recruitment

Your ACE Management Team will energize the City of Torrance's parking operation by emphasizing the customer experience and leading each of your onsite team members to embrace an ambassador role and create a welcoming experience for every visitor. This starts with hiring the best team members and reinforcing training programs.



Recruiting

Our approach is simple. We recruit and continually update our pool of outstanding candidates, and we match them to jobs that challenge and motivate them. We do this by combining the latest technologies and online tools with our unique talent acquisition strategy. This allows us to quickly target passive and active job seekers who possess specific behaviors and targeted skill sets that match our requirements. All ACE employees must pass and go through:

- ▶ Criminal Background Checks
- ▶ ACE New Hire Orientation
- ▶ Role Specific Certification & Orientation

Background Checks & Screening

A fast hire means nothing if it's not the right hire. Ensuring quality hires is our top priority. In order to be considered for employment, every applicant must first complete an extensive employment application and successfully pass a series of pre-employment assessments. Pre-employment and post-employment screenings include:



- ▶ Identity Validation (Citizenship)
- ▶ Social Security Match
- ▶ County, State & Federal Criminal Records Search
- ▶ Credit Report (For Applicable Positions)
- ▶ Sex Offender Registry
- ▶ Job Reference Checks
- ▶ Educational Reference Checks
- ▶ MVR
- ▶ DOT Drug Testing (5 Panel)
- ▶ I9-Everify

Hiring & Training

ACE will provide friendly and well-trained Enforcement Ambassadors that are familiar with the City of Torrance's goals. ***Each staff member will be specifically trained by your ACE team to deliver exceptional levels of service with a firm but calm approach to enforcement and community support.*** This Ambassador approach along with active engagement from your ACE management team will ensure a seamless transition of duties from the staff who currently manage the parking enforcement. We have developed the following staffing plan based on your suggested schedule and our understanding of your enforcement priorities.



SCOPE OF WORK



The following is the onboarding training plan for ACE team members.

Customer Experience Training

Award-Winning ACE Training Programs include:

- ▶ Every Thank You Earned™ service philosophy
- ▶ We See the People, Not The Cars training program
- ▶ DEEP BLUE Training Statistics and Monitoring

ACE New Hire Orientation

- ▶ Introduce new associates to our company culture
- ▶ Outline job responsibilities and expectations
- ▶ Address protocol and procedures, including payroll, uniform, and guest service and experience.

Site-Specific Certification and Orientation

- ▶ Specific training to integrate area and site-specific knowledge during orientation
- ▶ Prepare each member of staff on proper and safe equipment operation
- ▶ Address specific property hazards that staff will come across
- ▶ Reduce risk of injury or damage to property
- ▶ Train staff on all role-specific functions and standards

Ambassador Cross-Training

ACE has developed specialized training programs for our enforcement team members to ensure we deliver on our commitments to excellent service. These include:

- ▶ Role-specific customer service
- ▶ LPR Equipment Maintenance Training
- ▶ Security Incident Response Training

Comprehensive Enforcement Training

After completing orientation, each team member receives *InMotion! On-The-Job Training* at their job location. For a minimum of five days, a certified trainer will walk the new employee through their daily roles and responsibilities. Each Enforcement Ambassador is made familiar with specific City priorities and policies, enforcement zones, nearby destinations (to assist the public), and taught the various policies and procedures of their job. In addition, special safety training, driver training and radio training are conducted for enforcement ambassadors.

Site Specific Certification and Orientation

ACE has a designated customer service specialist assigned for training in each specific region to integrate area and site-specific knowledge during orientation. The certification process prepares each member of the staff on how to safely operate all equipment that they will encounter at your location. ACE will also address specific property hazards that the staff will come across. We have found that this type of training properly prepares our staff for their role, as well as reducing the risk of injury or damage to property.

SCOPE OF WORK



Personal Safety Training

Employees undergo a personal safety training which teaches employees the following safety habits:

- ▶ Never jump in front of a moving vehicle to stop it.
- ▶ Do not stand behind stopped vehicles.
- ▶ Be aware of one's surroundings at all times.
- ▶ Make yourself visible to other drivers.
- ▶ Never stand in the way of traffic.
- ▶ Always wear a reflective vest



Enforcement Ambassadors Must Demonstrate Job-Specific Knowledge

Before Enforcement Officers are allowed to work on their own, they must demonstrate to their instructor that they are comfortable and confident with the following tasks:

- ▶ Executing established methods, practices, and procedures associated with parking control and enforcement.
- ▶ Public contact protocol, ethnic and disability sensitivity training (in compliance with the American with Disabilities Act of 1990).
- ▶ Procedures and precautions related to safe operation of vehicles and familiarity with California driving laws, California Vehicle Code, Torrance Municipal Codes and ordinances related to parking enforcement.
- ▶ Knowledge of assigned patrol areas.
- ▶ Use of two-way radios and proper radio etiquette as well as proper cell phone usage.
- ▶ Observe and report any suspicious looking vehicles or activity.
- ▶ Ensure civil rights laws and procedures including giving testimony in courtroom and hearing procedures, job procedures and emergency protocols, job safety as required by OSHA/WISHA and general public safety.
- ▶ Report damaged or inoperative traffic control equipment and hazards such as broken sidewalks and pavement, etc.
- ▶ Maintain records and prepare legible reports including logging Daily Activity Reports.
- ▶ Place identifying marks on parked vehicles and subsequently check for these marks as a means of identifying vehicles that are parked beyond the legal time limit.
- ▶ Identifies illegally parked motor vehicles and attaches a warning notice, issues a citation or impounds the vehicle.
- ▶ Report any irregular or hazardous circumstances to the police station by radio.
- ▶ Explain parking regulations and provide information to the public; makes and keeps records and reports of actions taken in the line of duty.
- ▶ Build and maintain positive working relationships with coworkers, other City employees and the public using principles of good customer service.

SCOPE OF WORK



e. ENFORCEMENT METHODOLOGY

While the bulk of this project will involve providing enforcement for street sweeping, we have also provided the following sample of ACE's typical operating methodology for how we will handle request calls as well as pro-active patrols. We separate our enforcement services into two silos: Re-Active and Pro-Active. If the City of Torrance ("City") desires a more proactive approach, we can easily rearrange this SOP to better address the City's priorities.



Typical Standard Procedures for Required Staff

RE-ACTIVE ENFORCEMENT

Resident Requests/Complaints; Hotline; Due Dates; or City Staff driven complaints or issues to address.

- ▶ Overnight Parking (ONP) – permit required
- ▶ Lawn Parking
- ▶ RV or oversized vehicles prohibited to park overnight
- ▶ Vehicles parking in excess of 72 hours
- ▶ Commercial vehicles parked overnight
- ▶ Posted time zones
- ▶ Peddlers and vendors- time limit
- ▶ Vehicles for sale on public streets
- ▶ Parking in Disabled space
- ▶ Bus loading zones



PRO-ACTIVE ENFORCEMENT

ACE Enforcement Ambassadors will patrol known repeat "problem" and will audit prior fiscal year warnings and violations to determine where any additional problem areas are.

- ▶ **Enforcement of Street Sweeping Routes (Primary Task)**
- ▶ Parking in handicapped spaces without a placard (Private OK)
- ▶ Marked Fire Lanes (Private OK)
- ▶ Blocking Fire Hydrant (Private OK)
- ▶ Failure to obey signs – No Stopping or No Parking Anytime violations
- ▶ Red curbs
- ▶ Parked on wrong side of street
- ▶ Unattached trailers
- ▶ Parking within an intersection
- ▶ Expired Registration (2020 on prior) – check with parking supervisor to tow
- ▶ Expired Tabs anything over 6 months – 21 days since last tabs citation on history



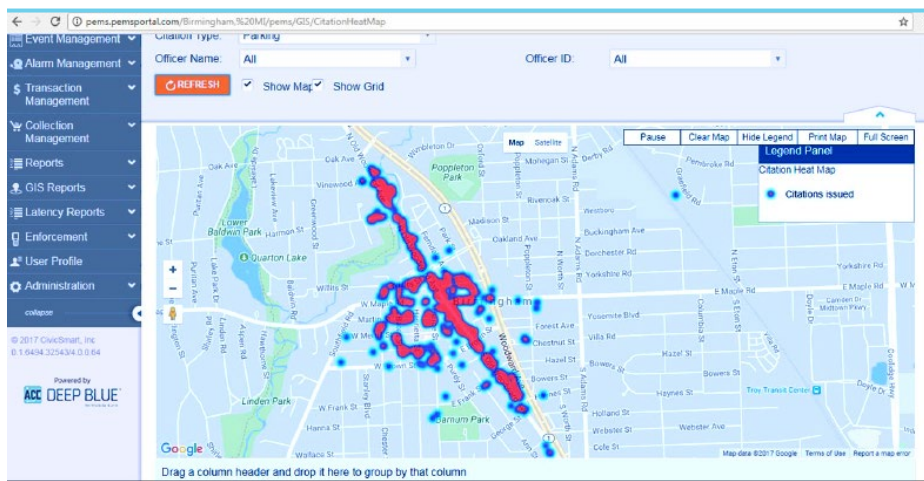
SCOPE OF WORK



f. PROGRAM MONITORING

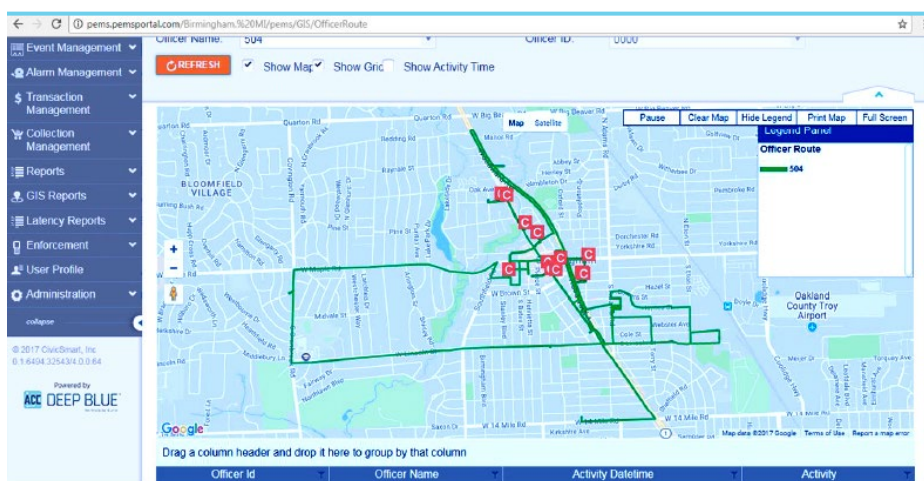
Enforcement Ambassador productivity will be monitored carefully by our team. They will utilize live and historical route tracking reports and enforcement heat-mapping to continuously monitor and optimize program performance. We utilize this reporting to refine enforcement routes and monitor the productivity of our officers. Enforcement route statistics including patrol times and citation issuance heat mapping will be provided to the City of Torrance on a monthly basis along with any recommendations to revise our Staffing Plan.

Enforcement Heat Maps



- ▶ Heat maps allow for more accurate deployment of enforcement.
- ▶ Ensures coverage of high citation issuance areas.
- ▶ Routes are optimized for maximum staffing efficiency and area coverage

Enforcement Ambassador Routes



- ▶ Parking Managers can view officer activity from the moment they log on to their device and all citations issues will appear along the route.
- ▶ Confirms routes are being covered.
- ▶ Helps optimize route scheduling.

Powered by



SCOPE OF WORK



g. ENFORCEMENT VEHICLES

ACE employees will be trained and required to maintain the appearance and cleanliness of the enforcement vehicles. At minimum, employees will clean the floor and seating surfaces at the end of each shift. Frequent mechanical checks will be conducted by our staff and any cause for concern will be reported to the dealer for a professional assessment. Any in-service cars with identifiable issues will be taken out of operation and replaced with a working vehicle. Detailed records of the maintenance and repairs on each vehicle will be tracked by the Enforcement Manager and provided to the City of Torrance at their request.

For this project, ACE is proposing to purchase 6 new 2024 Toyota Corolla Hybrids to fulfill the scope of work. While the scope of work requires a minimum of 5 vehicles to be completed, ACE is proposing to purchase a sixth vehicle to have for our Enforcement Manager to utilize in the field to check on employees or attend city meetings. **If ACE is hired for this project and the city elects to not move forward with the Project Manager position, we would remove this 6th vehicle and only use the requested 5 vehicles.**



SCOPE OF WORK



h. ENFORCEMENT EQUIPMENT

Drawing on our 74-year experience utilizing equipment to add value for enforcement operations, your ACE team will keep you informed about cost-effective solutions to refine your enforcement operation with the most efficient technology and equipment while also providing the best user and customer experience.

CivicSmart Parking Citation Issuance Devices

ACE has extensive experience working with a wide variety of handheld citation equipment providers throughout the country. We partner with our municipal and private enforcement clients to source the best technology for a given project. Often, that equipment may already be in place when we take over a new operation.

We will use handheld citation issuance devices by CivicSmart. ACE has partnered with CivicSmart to implement LPR enforcement at many of our parking lots throughout the U.S. This system allows our attendants to scan plates, track rosters and issue warnings/citations as needed.



CivicSmart Product Overview

CivicSmart offers a wide variety of Android and Windows-based handheld citation issuance devices from the world's leading manufacturers to accommodate your parking enforcement program needs. Each rugged citation issuance device works seamlessly with CivicSmart's AutoISSUE software solution, which allows us to provide comprehensive enforcement capabilities that will increase officers' efficiency and accuracy, strengthen enforcement productivity, minimize costs, and increase revenues.

CivicSmart Enforcement Hardware



▶ N521 Handheld

- Integrated one or two piece solution
- Optional integrated high performance 1D/2D barcode scanner
- Optional integrated FAP 30 single fingerprint scanner
- Hot swappable supplemental battery for extended operation
- Charging port charges both integrated and supplemental batteries
- Programmable LED indicator
- Integrated hardware provides communications between the Android device and XF peripherals
- XF Service application allows user configuration of XF features
- Rugged watertight housing protects against dust and liquid, can be used in inclement weather, and withstands drops from four feet



▶ Zebra ZQ511 Printer

- Simple easy-to-read LCD with large icons for battery and wireless status.
- Supports vertical and horizontal printing.
- Printer can be used in any orientation.
- Center loading, adjustable for variable roll widths.
- "Clamshell" design for easy media loading.

SCOPE OF WORK



i. RECOMMENDED EQUIPMENT

MOBILE LPR SYSTEMS

While not required under the scope of work, ACE has provided additional information for the City of Torrance regarding Mobile LPR (License Plate Recognition) systems. Mobile LPR features a vehicle with a mounted LPR camera and onboard computer system that transits through each city street or lot and collects the license plate of all vehicles. This information is then uploaded into the parking system server either through a docking station, or wirelessly. We utilize this technology at multiple ACE enforcement operations as it helps to more effectively track violating vehicles, while allowing us to more efficiently schedule our labor hours.

- ▶ Relationships with LPR Suppliers Nationwide
- ▶ Computers Inside Vehicles Provide Full Integration with Cameras
- ▶ Seamlessly Identifies Time and Scofflaw Violations
- ▶ Ticket Tracking and Employee Shift Reports
- ▶ A Wide Selection of Setups, Equipment, and Systems



Brian C. Tarbell with ACE Enforcement Vehicle

Recommended ALPR Equipment

If the City of Torrance was interested in exploring a Mobile LPR solution for this project, ACE would recommend the Vigilant ALPR system for city-wide enforcement. If the City is interested, ACE can provide a quote for outfitting our vehicles with Vigilant systems.



PAID/PERMIT VERIFICATION

Customize back-office and alert software to receive proactive alerts of vehicles in violation of parking rules on and off street.



SCOFFLAW ENFORCEMENT

Receive instant alerts in the back office or in an enforcement vehicle when a scofflaw or hot listed license plate is detected.



DIGITAL CHALKING

Make parking enforcement more productive with LPR cameras and back-office software which automatically knows when a vehicle has overstayed a time-limited zone.



DATA SHARING

Control your data retention, access, and user permissions with the option to share LPR data with local law enforcement to help keep the community safe.

SCOPE OF WORK



j. ENFORCEMENT UNIFORMS

ACE will provide all team members with a conspicuous I.D. badge and distinct uniform that is appropriate for their job duties. Your ACE team will review uniform options with City of Torrance representative and obtain their approval for our uniform and photo I.D. badge designs. The uniforms will be replaced annually or on an as-needed basis. We recommend uniforms that include a name tag, the words “Enforcement Ambassador” placed on the front and back of the uniforms, along with a friendly “How Can I Help?” button prominently displayed on the front. ACE will ensure uniforms are complete, clean, pressed, and professional in appearance. All ACE team members will be in complete uniforms at any time they are engaged in enforcement and collection duties or appearing in court in matters relating to our services.

Sample Uniform Options



SCOPE OF WORK



Additional Sample Uniform Options



SCOPE OF WORK



k. ACE VALUE-ADDED SERVICES

Here are some of the ways ACE beats the competition by adding value to our clients' enforcement operations.

Community Outreach

As the enforcement service provider for many municipalities around the United States, ACE has developed a keen understanding for public relations and community outreach. Our focus on adopting an ambassador role towards the public means increasing transparency, providing informative communication, and hearing concerns so we may adapt operations to overcome challenges with the communities we serve. ACE maintains several practices to encourage this open dialogue, including:

- ▶ Program Information Flyers
- ▶ Town Hall Community Forums
- ▶ Community Webinar Meetings
- ▶ Customized Program Websites
- ▶ Program FAQs
- ▶ Posted Office Hours

Program Information Flyers

ACE utilizes custom program information flyers to alert residents and visitors to updates, changes, and exceptions to enforcement. Examples are included below.

City of Roseburg
Community Parking Solution

Parking Program Goals

- Welcoming Downtown
- More Customer Parking
- More Spaces for Short-Term Parkers
- Improved Parking Experience

Parking Program Summary

- Permit, Meter & Free Time-Limited Parking Options
- Community Support Approach to Enforcement
- Friendly But Firm Enforcement Policies
- Soft Implementation Starting in February
 - Warning Notice Only Period Until April 1
 - Pay and Appeal Citations at <http://www.aceparking.com/roseburg>

Parking Permits Are Available Now
Contact Your Local ACE Team Today

James English, Enforcement Manager
Office: (541) 900-1106
jenglish@aceparking.com

Michelle Anderson, Program Administrator
Office: (541) 900-1102
roseburgenforcement@aceparking.com

CONNECT WITH US!

Program Office
612 SE Jackson St.
Suite 5
Roseburg, OR 97470

Program Vehicle
Integrated
Enforcement
System

Encinitas
Community Parking Solution

Parking Program Goals

- Welcoming Downtown Experience
- More Customer Parking
- More Spaces for Short-Term Parkers
- Improved Facility Conditions

Parking Program Summary

- Timed Parking Limits in the Core Areas of the City
- Community Support Approach to Enforcement
- Friendly But Firm Enforcement Policies
- Soft Implementation Starting in November
- Warning Notice (TBD)

Parking Permits Are Available Now
Contact Your Local ACE Team Today

XXXXX, Enforcement Manager
Tel: (541) 900-1106
Cell: (541) 315-0386
xxxxx@aceparking.com

Consulting Service

In addition to these value-added services, ACE also provides 40 hours of free consulting per year. Our deep pool of industry expertise is at your disposal to help you analyze, refine, and adapt your enforcement operation to suit any eventuality.

\$12,000
Complimentary
Annual Consulting

SCOPE OF WORK



I. TRANSITION PLAN AND TIMELINE

We develop customized plans for every transition based on the implementation scope and the requested timeline from our clients. Although we typically recommend 30-day transition plans, we can accomplish emergency transitions in as little as 24 hours and may recommend longer periods for highly complex or phased openings. Our transition plans cover over 100 individual tasks ranging from holding tenant/stakeholder meetings to implementing new technology solutions. We will customize a three-phased transition plan for the City of Torrance which will focus on delivering a smooth transition for your residents and existing staff and will include the following phases.



Timeline

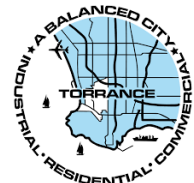
Phase I 	Phase II 	Phase III 
<ul style="list-style-type: none"> ▶ Site Tour & Implementation Meeting ▶ Staff Notice & Outreach ▶ Employee Engagement ▶ Coordinate with Torrance Police Department's Traffic Division ▶ Review Community Outreach Needs ▶ Purchase Enforcement Vehicles ▶ Coordinate New Technology ▶ Draft Proposed Agreement ▶ License & Permit Applications 	<ul style="list-style-type: none"> ▶ Establish Weekly Client Updates ▶ Manager Meetings with City and Torrance Police Department's Traffic Division ▶ Hand-Deliver Department Information ▶ Interview Employees ▶ Distribute ACE Employee Benefits ▶ Initiate Community Outreach ▶ Complete Location Data Sheets ▶ Review Statement Requirements 	<ul style="list-style-type: none"> ▶ Plan Opening Day ▶ Employee Onboarding & Training ▶ Issue Employee Uniforms & IDs ▶ Equipment Testing ▶ Pre-Opening Role Play Training ▶ Ongoing Community Outreach ▶ Confirm Supplies & Tickets ▶ Establish Audit Controls ▶ Update Passwords & Locks

Delivering Successful Transitions

By focusing on the details that are important to our clients, building tenants, property visitors, and stakeholders, our transition teams consistently exceed the expectations of our new client partners. Every quarter, we conduct Client Surveys to ensure that we are meeting the expectations of our long-term and new clients. *Over 90% of our 46 new clients indicated that we delivered ALL the improvements we proposed.*

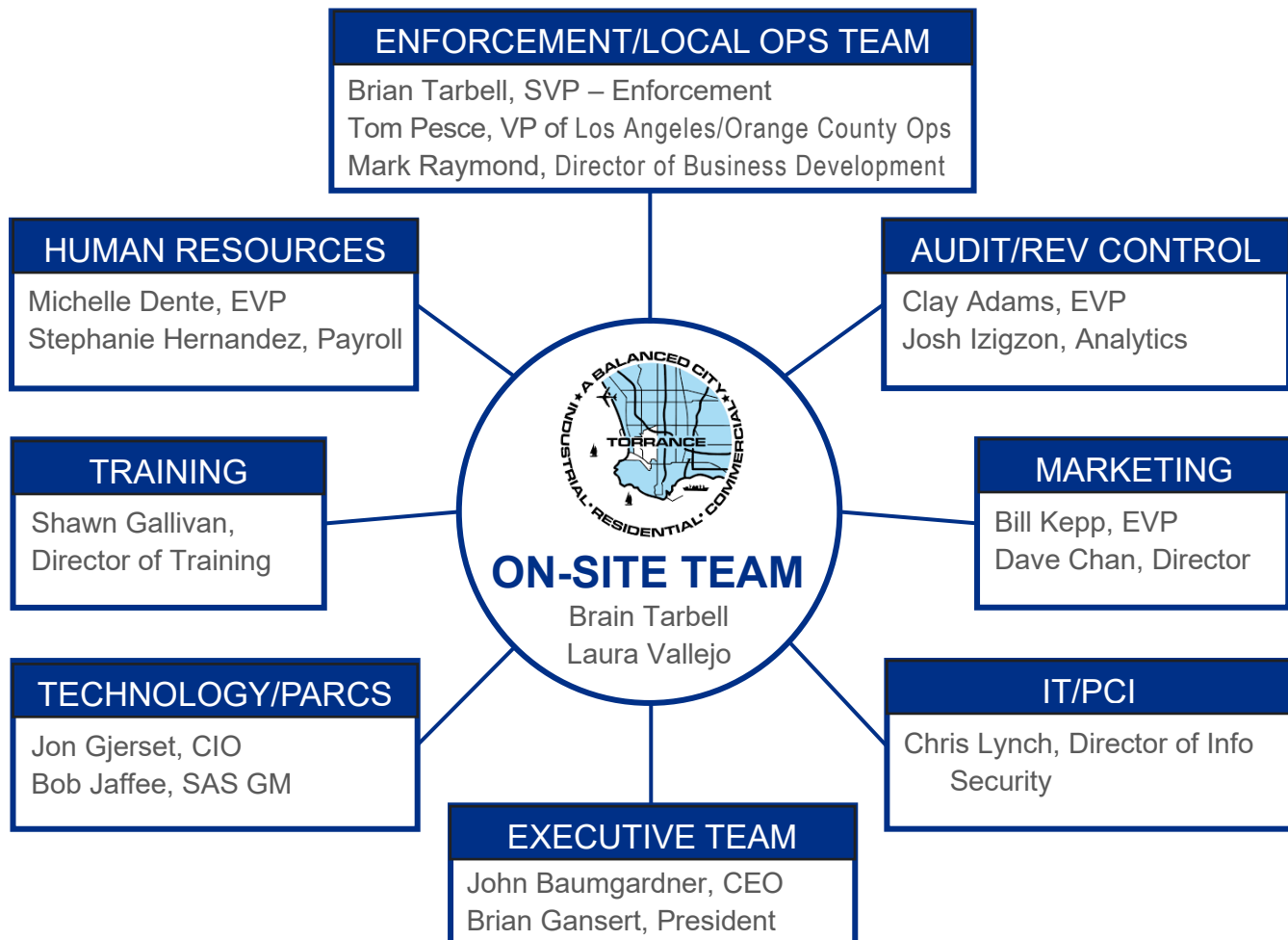


SCOPE OF WORK



Transition Team

With our experienced industry leaders heading your transition you will benefit from ACE's commitment to clean, efficient, and timely changes in management. Below is a chart of your ACE transition team.



Corporate Transition Team

All corporate team members from regional and corporate executives to our recruiting and training team will be provided at no cost to the City of Torrance. ACE commits the following corporate resources to be directly involved remotely and onsite in both the transition and post-go-live operations.

Executive	Position	Role	Onsite Hours	Remote Hours	Total Hours
Brian Gansert	President	Operations	1	3	4
Michelle Dente	EVP	Member Services	0	4	4
Clay Adams	EVP	Audit & Revenue	0	1	1
Bill Kepp	EVP	Marketing	0	1	1
Jon Gjerset	CIO	IT	0	2	2
Brian Tarbell	VP Enforcement	Transition & Setup	4	5	9
Tom Pesce	VP Operations	Management & Training	4	5	9
TOTAL EXECUTIVE HOURS					30

Proposal Submittal (continued):

Vendor Name: ACE Parking**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. ***Do not include the City of Torrance as a reference for this RFP.***

1	Name of Company/Agency:	City of Santa Clarita
	Street Address:	23920 Valencia Boulevard
	City:	Santa Clarita, CA , 91355
	State, Zip Code:	
	What Product/Service did you provide to this Company/Agency?	24/7 Citywide Parking Enforcement services encompassing 74 square miles. We utilize 3 enforcement vehicles and a staff of 10 employees.
	Name of Person to Contact:	Tracy Sullivan
	Phone Number of Contact:	661-255-4960
	Email Address of Contact:	tsullivan@santa-clarita.com
2	Name of Company/Agency:	City of Encinitas
	Street Address:	505 S. Vulcan Avenue
	City, State Zip Code:	Encinitas, CA, 92024
	What Product/Service did you provide to this Company/Agency?	Citywide parking enforcement services enforcing time restricted parking for commercial and residential areas.
	Name of Person to Contact:	Bryant Jemison
	Phone Number of Contact:	760- 633-2688
	Email Address of Contact:	bjemison@encinitasca.gov
3	Name of Company/Agency:	City of Chula Vista
	Street Address:	276 4 th Avenue
	City, State Zip Code:	Chula Vista, CA , 91990
	What Product/Service did you provide to this Company/Agency?	We enforce the 500 single-space parking meters and 11 paid surface lots with pay stations. We perform meter collections and customer service for parkers needing assistance with paid parking.
	Name of Person to Contact:	Jimmy Vasquez
	Phone Number of Contact:	619-585-5688
	Email Address of Contact:	jvasquez@chulavistaca.gov

REFERENCES



MUNICIPAL REFERENCES

ACE is proud of our continued partnership with the following municipalities. These municipal references can speak to ACE's track record of parking management and enforcement successes. *Many of these references including the City of Santa Clarita, City of Chula Vista and City of Encinitas are all operations where we took over management of Enforcement services from local Law Enforcement.*

City of Santa Clarita, CA – Operating Since 2018

ACE provides citywide enforcement services that cover 74 square miles, using 3 enforcement vehicles and 10 employees. In addition to providing time-limit enforcement our team also enforces all applicable codes throughout designated enforcement zones. The ACE team also provides traffic control, abandoned vehicle detail, and the reporting of related activities including unlawful activities, hazards, and parking issues. Our Santa Clarita Enforcement team is trained in customer service and conflict resolution to ensure they are fully prepared in the areas of parking control, public contact protocol, knowledge of their assigned patrol areas, and personal and vehicle safety. During the first year the Enforcement Team issued 24,286 citations and towed 947 vehicles.

ACE ACCOMPLISHMENTS



Introduced **EV & Hybrid Vehicles** to citywide enforcement operation



22,000

Average Annual Number of Violations Written



\$839,622

Average Annual Fine Income



Contact: Tracy Sullivan – Community Preservation Manager
23920 Valencia Blvd, Santa Clarita, CA 91355
Phone: (661) 255-4960
E-mail: tsullivan@santa-clarita.com

City of Chula Vista, CA – Operating Since 2010

ACE manages the City of Chula Vista's parking system of 500 single-space meters and 11 surface lots with pay stations. This includes performing meter collections, parking law enforcement, providing customer service for parkers who need to resolve parking issues, and managing the general parking area maintenance. In addition, monthly and weekly reports on parking revenue and statistics are provided to the City. Enforcement hours are Monday-Saturday, 9am-6pm. Parking enforcement was previously done in-house. The City has acknowledged a significant improvement in service and financial performance over their previous in-house operation.



Contact: Jimmy Vasquez – Revenue Manager, Finance Department
276 4th Avenue, Chula Vista, CA
Phone: (619) 585-5688
E-mail: jvasquez@chulavistaca.gov

REFERENCES



City of Encinitas, CA – Operating Since 2022

The local city government needed extra support to monitor this popular beach town. ACE took over operations from local law enforcement, overseeing parking in the business district for a maximum of 2 hours and issues parking fees ranging from \$24 to \$75. To issue citations, we use Park Loyalty, and for patrol purposes, we use Chevy Volt EV. We also use the Vigilant LPR system to digitally track the location of parked vehicles and determine if they have exceeded the 2-hour limit.

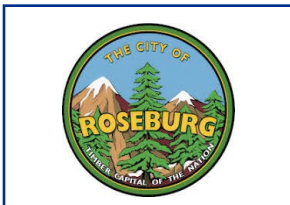
- ▶ Coastal city with 63,000 residents
- ▶ Monitor the streets of main source of tourism
- ▶ Includes commercial and residential areas
- ▶ Providing staffing, transportation, equipment, software and reporting



Contact: Bryant Jemison – Code Enforcement Supervisor, Development Services
505 S. Vulcan Avenue, Encinitas, CA 92024
Phone: (760) 633-2688
E-mail: bjemison@encinitasca.gov

City of Roseburg, OR – Operating Since 2022

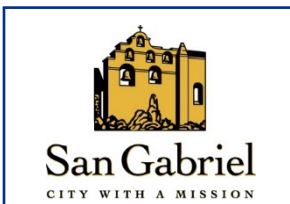
ACE supports the City of Roseburg with parking enforcement services focused on courteous customer service, comprehensive training, efficient patrols, permitting and citations, revenue collection, reporting, customer service, municipality collaborations, and community engagement. We regularly review performance to improve operations, maximize revenues and enhance cost effectiveness.



Contact: Stuart Cowie – Community Development Director
900 SE Douglas Avenue, Roseburg, OR 97470
Phone: (541) 492-6750
E-mail: SCowie@cityofroseburg.org

City of San Gabriel, CA – Operating Since 2024 ◆◆NEW

ACE manages the city-wide parking enforcement program for the City of San Gabriel. We oversee a team of 10 Enforcement Ambassadors who utilize Phoenix Group handhelds for citation issuance. Our program consists of enforcement using 2 Enforcement Vehicles, and includes enforcement of the California Vehicle code, as well as local City of San Gabriel municipal code.



Contact: Sergeant Dan Gosserand
425 S Mission Drive, San Gabriel, CA 91776
Phone: (626) 308-2860
E-mail: DG145@sgpd.com

Proposal Submittal (continued):

RFP SUBMITTAL REQUIREMENT & SUBMITTAL

Vendor Name: ACE Parking

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include a signed Affidavit Form with your RFP Submittal?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 16 of this RFP?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>7-15</u> of our submittal.
Did you complete a project proposal as described in the Technical Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Did you review all addenda, if any, issued by the City?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Did you include References?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>32-34</u> of our submittal
Are your Wage Rates (Non-Prevailing) Included?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>18</u> of our submittal.

Proposal Submittal (continued):

Vendor Name: ACE Parking

RFP Submittal Requirement and Acknowledgement Continued	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Please indicate your price to provide monthly services as indicated in this RFP	\$ <u>57,415</u> /Month
Did you describe your experience with providing parking enforcement services for a municipal government?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>7-15</u> of our submittal.
Did you provide at least five (5) years of references?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>32-34</u> of our submittal.
Price proposal submittal to complete the work described in this RFP	\$ <u>688,980 (Year 1)</u>

Proposal Submittal (continued):

COST PROPOSAL

Vendor Name: ACE Parking

Price Proposal Cost Breakdown To Provide the Services Required in this RFP			
Position	No. of Hours	Labor Cost/hr (\$)	Cost
Project Manager	1,664	\$ 74.15	\$ 123,386 (Year 1)
Enforcement Ambassadors	8,320	\$ 67.98	\$ 565,594 (Year 1)
		\$	\$
		\$	\$
Total Price Proposal			\$ 688,980 (Year 1)

COST PROPOSAL



ADDITIONAL SERVICES COST PROPOSAL

While the page preceding shows ACE's hourly rates for performing the Scope of Work for this project, we did want to provide our estimated rates if the City of Torrance elected to have ACE perform additional work outside of the Scope of Work.

- ▶ If the City of Torrance chose to have us move forward with having the Project Manager position, and we could employ this person Monday-Friday for 40 hours per week as opposed to the currently budgeted 32 hours per week, we could provide this position at \$67.69 per hour as opposed to the currently budgeted \$74.15 per hour.
- ▶ Additionally, if there were a need or desire from the City of Torrance for us to provide additional Enforcement services outside the current Scope of Work (Monday-Thursday, 8:00am-5:00pm) we could provide Enforcement Ambassadors at an hourly rate of \$44.14 per hour.

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Tom Pesce

being first duly sworn deposes and says:

1. That he she is the Vice President of ACE Parking
 (Title of Office) (Name of Company)

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

RFP No. B2024-11 RFP for Parking Enforcement Services

(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 30th day of August, 2024.


 (Proposer Signature)

Vice President
 (Title)