



Notice to Biohazard Cleanup Firms

*Daily Cleanup Service
Central Bakersfield
Bakersfield, CA*

April 7, 2023

The City of Bakersfield has prepared a Request for Proposal and Statement of Qualifications (RFP&Q) for the following work:

Daily Biohazard Cleanup in Downtown and Old Town Kern Neighborhoods of Bakersfield, California

Since September 2019 the City of Bakersfield has employed private cleaning services within the most impacted areas of the Downtown and Old Town Kern area of the City, cleaning up biohazard sites within the impacted area. That contract expires in June 2023. The City desires to enter into a new contract for the continued performance of the desired work.

Therefore, a Request for Proposals is hereby issued with a 14-day response window. Proposals will be accepted in accordance with the procedure listed below until 3:00 p.m. Friday, April 21, 2023.

The RFP&Q package will be available on Friday, April 7, 2023, and will be submitted to qualifying firms in Bakersfield area.

The contractor shall possess a valid certification/license from the Environmental Services Branch of California Department of Public Health (CDPH) with regards to the California Medical Waste Management Program (MWMP).

All questions concerning the project and the City's selection of a contractor for this project should be directed to:

Christopher Boyle, Development Services Director
Development Services Department
City of Bakersfield
1715 Chester Avenue
Bakersfield, CA 93301
Voice Phone: 661-326-3754

STATEMENT OF QUALIFICATIONS (SOQs) THREE (3) COPIES submitted in conformance with the City's RFP&Q will be received by the City of Bakersfield Development Services Department, 1715 Chester Avenue, Bakersfield, CA 93301 until **3:00 p.m. Friday, April 21, 2023.**

The City of Bakersfield (City) assumes no responsibility for non-receipt of SOQs due to any delay, including but not limited to, carrier delay. It is the proposer's responsibility to meet the deadline stated above.

No SOQ will be considered unless it is made in conformance with the requirements of the City's RFP&Q.

The City plans to enter into an agreement with a biohazard cleanup service company which, has documented extensive experience for comparable facilities and is capable of providing all services for the Scope of Work as described in this RFP&Q. The CONTRACTOR's team members working on this project shall be qualified professional staff and shall have the necessary experience, expertise and licenses to complete the project and satisfy all the requirements as described in the RFP&Q.



***Request for Proposal and Statement of Qualifications
Independent Contractor Daily Cleanup Service
Central Bakersfield
Bakersfield, CA***

April 7, 2023

Contractors wishing to be considered for this project should thoroughly read this Request for Proposal and Statement of Qualifications (RFP&Q). Information required to be provided in a Statement of Qualifications (SOQ) is detailed in Section IV. Contractors submitting an SOQ must do so in accordance with the requirements of Section V.

I. GENERAL PROJECT DESCRIPTION AND REQUIREMENTS

The City of Bakersfield is seeking a contractor with substantial experience and background in biohazard human waste cleanup. The City desires a contractor to provide biohazard cleanup services 6.5 hours per day, 6:00AM to 1:00PM (with a 30-minute lunch break), Monday through Friday for a period of twelve-months in the Downtown and Old Town Kern neighborhoods of Bakersfield (See Exhibit A). If the contract proves successful, two extensions are at the City's option and under mutually agreeable terms.

The contractor shall provide proof of possession of a valid certification/license from the Environmental Services Branch of California Department of Public Health (CDPH) with regards to the California Medical Waste Management Program (MWMP) at the time of receiving proposals.

II. SERVICES TO BE PROVIDED BY THE CONTRACTOR (SCOPE OF WORK)

The company shall have a professional staff to provide all the services necessary for the project as defined in Sections I (General Project Description and Requirements), and II (Scope of Work) within the stated project time schedule. At a minimum, the company is to provide teams of at least two employees properly trained to cleanup biohazard material, meet the required work schedule and maintain the required certifications from the CDPH. When needed for the Scope of Work, the contractor shall coordinate affected businesses and residences in the assigned work areas.

At a minimum, the activities shall include:

Provide biohazard cleanup services at affected areas of the Downtown and Old Town Kern based on selected problem areas and calls from the public (See Exhibit A). The cleanup teams must consist of at least two trained employees to ensure safety. The contractor shall establish an exclusive telephone number that citizens will call for specific cleanups needed in the assigned area. The contractor shall provide all labor, materials, and equipment to perform work during the contract period, as specified herein.

Contractor shall provide a total of 32.5 hours (five 6.5-hour shifts) of service per week. Initially, hours of service are anticipated to be 6.5 hours per day, 6:00AM to 1:00PM (with a 30-minute lunch break), Monday through Friday.

III. TIME SCHEDULE

Upon adoption of an agreement between City Council and the successful vendor, the expectation is to have the contract begin on July 1, 2023.

IV. REQUEST FOR PROPOSAL AND STATEMENT OF QUALIFICATIONS

All interested vendors (PROPOSER's) shall submit a Statement of Qualifications (SOQ) which shall contain at a minimum the following information:

A. Completed Proposal Form (Attachment RFQ-1) including vendor's base bid, budget, and signature by approved signatory.

B. The completed General Information Sheet (refer to Attachment RFQ-2). An officer of the PROPOSER must sign this document and scope of work to be performed, and any municipal and

ordinance requirements of the City of Bakersfield. Must include a minimum of 3 references for similar work completed.

C. PROPOSER's detailed approach to project including proposed schedule.

D. Proof of valid certification/license from the Environmental Services Branch of California Department of Public Health (CDPH) with regards to the California Medical Waste Management Program (MWMP).

E. Proof of insurances as described in section VII (Indemnification and Insurance Requirements).

V. SELECTION OF CONTRACTOR

Companies submitting a Statement of Qualifications (SOQ) for this contract must provide in their submittal, verifiable evidence demonstrating that they have considerable current and past experience in providing the services necessary for this project, as described in the "General Project Description and Requirements" section and "Services to Be Provided by the CONTRACTOR (Scope of Work)" section of this RFP&Q.

The City will evaluate the PROPOSER's based on the following items:

- A. The information contained in PROPOSER's SOQ submitted in response to this RFP&Q. The City's evaluation of this information will be based, at least in part, on the requirements for the SOQ set forth elsewhere in this RFP&Q.
- B. PROPOSER's ability to understand the project requirements as it may be revealed in their proposed method and procedure of study, goals and objectives, and their approach to the project.
- C. Comments received from the City's reference checks.
- D. PROPOSER's submittal and subjective statements.
- E. The information contained in the firm's SOQ submitted in response to this request.
- F. Cost proposals will be evaluated on the basis of the PROPOSER's fees as listed on the Proposal Form. Cost is considered secondary to the aforementioned criteria of award in determining the company whose proposal best serves the needs of the City.

The submission of a fee proposal shall be conclusive evidence that the PROPOSER and its subcontractors have investigated and satisfied themselves as to the conditions to be encountered, the character, quality and scope of work to be performed, and any municipal and ordinance requirements of the City of Bakersfield.

VI. SOLICITATION CAVEAT

The PROPOSER and its subcontractors understand and agree that the City of Bakersfield shall have no financial responsibility for any costs incurred by the PROPOSER and its subcontractors in responding to this Request for Qualifications and shall not be liable for any PROPOSER or its subcontractors costs attributed to their own study and investigation or design of a specific project until PROPOSER has executed a contract with the City of Bakersfield and has been authorized in writing to proceed. The City of Bakersfield reserves the right to terminate this Request for Qualifications after three (3) days' notice to all prospective PROPOSERS.

VII. INDEMNIFICATION AND INSURANCE REQUIREMENTS

The selected contractor shall procure and maintain for the duration of this Agreement the following types and limits of insurance, otherwise referred to as "basic insurance requirements:"

- A. Professional liability insurance, providing coverage on an occurrence basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
- B. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and person injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
- C. Broad form commercial general liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, personal injury, with limits of not less than One Million Dollars (\$1,000,000) per accident.
- D. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident.

Except for professional liability, the liability policies shall contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

The workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. This requirement may be waived at the City's sole discretion.

Except for professional liability, all policies required of the Contractor hereunder shall be primary insurance as respects the City, its mayor, council, officers, agents, employees and volunteers and any insurance or self-insurance maintained by the City, its mayor, council, officers, agents, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The automobile liability policies shall provide coverage for owned, non-owned and hire autos.

The liability policies shall provide contractual liability coverage for the terms of this Agreement.

All policies shall contain an endorsement providing the City with thirty (30) days' written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required under this Agreement shall be maintained until all work required to be performed under the terms of this Agreement is completed to the City's satisfaction.

The Contractor shall furnish the City Risk Manager with a certificate of insurance and, if requested, copies RFP&Q for Biohazard Cleanup Services of endorsement or all insurance policies evidencing the insurance required under this Agreement.

Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this agreement of Contractor, must be declared to and approved by the City.

However, unless otherwise approved by the City, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth hereinabove shall be provided by or on behalf of all subcontractors even if the City has approved lesser insurance requirements for Contractor.

Contractor shall be responsible for determining and guaranteeing all subcontractors are insured as set forth in this paragraph.

All costs of insurance required under this Agreement shall be included in the Contractor's Bid, and no additional allowance will be made for additional costs which may be required by extension of the insurance policies.

If contractor fails to maintain adequate insurance coverage as required by the project, any contract for services may be terminated at the City's sole discretion.

The submittal of a Statement of Qualifications and Proposal Form and any supporting applicant attachments and related documents, for the City's review and evaluation, and the City's potential selection of a contractor for this project should be directed to:

Christopher Boyle, Development Services Director
Development Services Department
City of Bakersfield
1715 Chester Avenue
Bakersfield, CA 93301
Voice Phone: 661-326-3754
cboyle@bakersfieldcity.us

VIII. INCLUSIONS

Attachment RFQ-1 – Proposal Form

Attachment RFQ-2 - General Information Sheet

Exhibit A – Downtown and Old Town Kern Biohazard Clean-up Area Map

Exhibit B – Sample contract

**ATTACHMENT RFQ-1
PROPOSAL FORM**

TO BE COMPLETED BY OFFEROR AND INCLUDED IN PROPOSAL

TO: CITY OF BAKERSFIELD

RE: DAILY BIOHAZARD CLEANUP IN DOWNTOWN AND OLD TOWN KERN

Term of Contract: The Agreement shall be in place for one year from the effective date of the Agreement. The Agreement may be extended in accordance with the provisions of the invitation to Bid for two (2) additional one-year periods.

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposed and agrees to provide to the City of Bakersfield in accordance with RFP&Q and sample Contract for Daily Biohazard Cleanup in Downtown and Old Town Kern neighborhoods of Bakersfield, Contractor submits the following proposal:

Base Bid

Weekly Biohazard Cleanup (6.5 hrs per day, 32.5 hours per week) \$_____ X 5 Days X 52 Weeks

= _____ 12-month term

Note: The bidder shall submit prices for the Base Bid. The criteria set forth in **Section V. Selection of Contractor** of this document shall be used to determine the award of the contract.

Name of Firm or Corporation

Signature of Offeror's Authorized Representative

Name & Title of Authorized Representative

**ATTACHMENT RFQ-2
General Information Sheet**

Biohazard Cleanup Service Provider - Bakersfield, CA

NAME OF FIRM:	
FIRM NAME FOR AGREEMENT (If different from above):	
BUSINESS ADDRESS:	
CITY, STATE, ZIP CODE:	
TELEPHONE NUMBER:	FACSIMILE NUMBER:
E-MAIL ADDRESS:	
CONTACT PERSON (for this bid request):	
TELEPHONE NUMBER:	
EMERGENCY CONTACT NUMBERS	
Cell Phone:	
Toll Free Number:	
<u>CUSTOMER SERVICE</u>	
Toll-Free Telephone Number:	Fax Number:
Web-Site/On-Line:	
<u>AREA REPRESENTATIVE</u>	
Name:	
Phone:	Cell Phone:
E-Mail:	Fax Number:
CITY BUSINESS TAX CERTIFICATE #:	
STATE BOARD OF EQUALIZATION SALES TAX PERMIT #:	
FEDERAL EMPLOYER ID #:	
<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> OTHER	
FOR CORPORATIONS, THE STATE IN WHICH FIRM IS INCORPORATED:	
REFERENCE NAMES OF CLIENT RECEIVING SIMILAR SERVICES:	
NAMES AND TITLES OF COMPANY PRINCIPALS:	
INSURANCE INFORMATION – Provide the name of your insurance carrier for each type of insurance listed.	
General Liability Insurance:	
Automobile Liability Insurance:	
Worker's Compensation:	
Fidelity Bond or Crime Insurance:	
Offeror acknowledges receipt of Addenda Number(s) <input type="checkbox"/> , <input type="checkbox"/> , <input type="checkbox"/> and <input type="checkbox"/>	

EXHIBIT A
Downtown Bakersfield
&
Old Town Kern
BIOHAZARD CLEAN-UP AREA MAP

**Existing
Service Area**



EXHIBIT B
SAMPLE CONTRACT

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and _____ a [business type: Sole Proprietorship; Partnership; Corporation; LLC; etc.] authorized to do business in California (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of _____.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following:

("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"): **[choose one]**

(1) A total, lump sum payment of \$ _____ after the Scope of Work is completed to CITY's satisfaction, or

(2) On an hourly [or time/material] basis in accordance with the hourly rates as shown on **Exhibit A.**

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an

itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$_____ for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on _____ **[Date]**.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key

personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.

11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. **INSURANCE.**

16.1 Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.2 General Provisions Applying to All Insurance Types.

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must

provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

16.2.5 Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

17. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

18. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or

other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation

28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CONTRACTOR: _____

- CONTRACTOR's Federal Tax ID Number _____
 CONTRACTOR is a corporation? Yes _____ No _____
 (Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"

By: _____
KAREN GOH
Mayor

By: _____

Print Name: _____

Title: _____

APPROVED AS TO CONTENT:
CITY DEPARTMENT NAME

By: _____
DEPARTMENT HEAD NAME
TITLE

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
(NAME & TITLE)
Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit ____