

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

RETAIL MARKETING SERVICES, INC. dba CARTRAC

[Cart Retrieval Services]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 26TH day of APRIL, 2019 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and RETAIL MARKETING SERVICES, INC., a California corporation doing business as CARTRAC ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Cart Retrieval Services ("Project").

2. **Term.** This Agreement shall be effective from July 1, 2019 to June 30, 2022. The term may be extended for two (2) additional one (1) year terms, based upon acceptable performance by the company, acceptable fees and subject to the same terms and conditions of this agreement, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Three Hundred Thousand Dollars (\$300,000) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City of Riverside  
Department of Public Works  
Attn: Maintenance Manager  
3900 Main Street  
Riverside, CA 92522

To Consultant

Retail Marketing Services, Inc  
dba Cartrac  
Attn: Sam Bar-Giora, Program Director  
1020 N. Lake Street  
Burbank, CA 91502

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

**11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

#### **11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

## **12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**12.1.1 Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

**12.1.2 Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

**12.1.3 Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

**12.1.4 Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

**12.2 Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

**12.3 Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

**12.3.1** Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request,

Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but

without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination



date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term,

condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services  
Exhibit "B" - Compensation  
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation  
a California corporation

RETAIL MARKETING SERVICES, INC.,  
a California corporation, dba CARTRAC

By: \_\_\_\_\_  
City Manager

By: W. Lee  
Matthew James Dodson  
[Printed Name]  
President / CEO  
[Title]

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

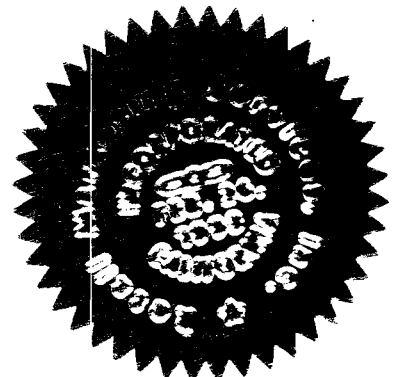
By: [Signature]  
Chief Financial Officer

By: [Signature]  
Jeffrey Chief Financial Officer  
[Printed Name]  
Chief Financial Officer  
[Title]

Approved as to Form:

By: [Signature]  
Ruthann M. Salera  
Deputy City Attorney

19-0446 RMS  
4/23/19



**EXHIBIT "A"**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **Scope of Services**

The Service Provider selected for this project shall be responsible for the following tasks:

#### **A. PARTICIPATING STORES**

The primary function of the Service Provider is to provide services to participating stores as identified in Exhibit C and only for shopping carts properly identified as belonging to participating stores. The secondary function of the Service Provider is to provide services to the City of Riverside for abandoned carts from non-participating stores or carts without identifying signs.

#### **B. RETRIEVAL SERVICES**

Service Provider will retrieve shopping carts located off premises of participating stores and return to designated storeowner representatives within 24 hours of cart retrieval. The Service Provider will also retrieve abandoned shopping carts from non-participating stores or carts without identifying signs located off premises of any store or retail center and deposit the carts at the City's Corporation Yard. Service Provider must have a process in place to notify non participating retailers of carts deposited at the City's Corporation Yard within 24 hours of cart retrieval. It is estimated that approximately 1,200 carts per month would be retrieved and returned to participating stores and/or deposited at the City's Corporation Yard.

#### **C. FREQUENCY AND SERVICE DELIVERY**

Service Provider shall develop and provide to the City a systematic plan to provide regular retrieval services to the entire City, seven days per week, including holidays, with the exception of Thanksgiving, Christmas Day, and New Year's Day. The plan shall include dedicated drivers solely designated to retrieve carts within the City of Riverside. Possession of a Class C driver's license is required. Each driver shall patrol a designated area of the City as identified on a map and submitted to the City in the proposal. Drivers shall patrol their designated areas between the hours of 6am and 6pm. Any abandoned carts reported before 3pm shall be retrieved the same day and any abandoned carts retrieved after 3pm shall be retrieved immediately the following day. Service Provider shall provide the City with a report on the 10th day of each month identifying the area of the City each driver patrolled and the number of carts retrieved by each driver.

The City may request enhanced retrieval services during especially busy retail periods including but not limited to the Christmas shopping season. The City may also request that the Service Provider patrol specific locations multiple times per day. The locations will be identified by the City and shall be referred to as "Hot Spots". The "Hot Spots" are identified in exhibit D and may be subject to change at the City's discretion. The Service Provider's proposal must include a strategy for handling these requests.

Service Provider will respond to Service Requests (SR) generated by the City's 311 Call Center for abandoned carts reported to the City by residents, participating retailers and City staff. Service Provider must provide a unique email address to the City in order to receive the SR's from the City's 311 Call Center via email. Abandoned carts reported to the City's 311 Call Center before 3pm shall be retrieved the same day and any abandoned carts retrieved after 3pm shall be retrieved immediately the following day, including weekends and non-excepted holidays. Calls received on excepted holidays will be handled on the following day. Service Provider must notify the City within 72 hours via email of the completion of the SR. The City will conduct random field surveys to determine if SR's are completed as reported by the Service Provider. If the City determines that SR's are not being completed within the required time frame, the contract will be subject to termination.

**D. GEOGRAPHIC AREA TO BE SERVED**

Service Provider is to provide services within the City of Riverside only. Areas of greatest need are identified as commercial and multifamily districts and along major transportation/public transportation corridors citywide. The areas of greatest need may also include those locations identified by the City as "hot spots". These locations will need to be patrolled more frequently at the direction of the City and may change at the City's discretion.

**E. INVENTORY CONTROL**

Service Provider will maintain a log of carts retrieved and returned to all participating stores, including the number of carts retrieved for each participating store, date and time of retrieval and return of each cart, geographic location of retrieval of each cart, and signature of store representative accepting returned carts. Service Provider will maintain records of abandoned carts from non-participating retailers or carts without identifying signs retrieved and deposited at the City's Corporation Yard, including the number of carts retrieved, date and time of retrieval and deposit of each cart, geographic location of retrieval of each cart, and signature of City representative accepting deposited carts. Service Provider is responsible for notifying non-participating retailers of carts

deposited at the City's Corporation Yard. Service Provider may notify retailers either by mail or in person. A signature of a store representative shall be obtained upon notification. The notification process must be outlined in the proposal. A written report must be provided to the City of Riverside by the fifth (10th) day of the following month. The report shall include retailers name, number of carts retrieved and deliveries made for each retailer, number of carts deposited at the City's Corporation yard, and cost of services. The City reserves the right to make modifications to the report format/content.

**F. REQUIRED MEETINGS**

Service Provider is required to attend quarterly meetings with a designated representative of the City. Meetings will be scheduled at the convenience of the City and Service Provider. The City reserves the right to modify the meeting schedule as needed.

Service Provider will be prepared to provide information on where carts are most commonly retrieved and the percentage of carts retrieved for participating retailers versus non-participating retailers. Service Provider shall also be prepared to discuss cart retrieval response times and ideas for improvement in those response times. Service Provider shall include in their proposal a detailed and innovative plan for providing this information to the City.

**a. Statement of Understanding and Approach**

At CARTRAC we understand that abandoned shopping carts can constitute a nuisance and create potential hazards to the health and safety of the public. We also understand that they interfere with pedestrian and vehicular traffic within the CITY. We can see how the accumulation of shopping carts also promotes blight in the CITY

**CARTRAC Proposes the Following**

We have developed sophisticated, digital communications and data networks to allow the near instantaneous flow of information from retail clients and stores to CARTRAC, and onto our staff and contractors. Our systems also allow us to follow trends that allow us to deploy resources more efficiently. Our proprietary reporting system allows us to monitor trends in cart retrieval and offer our customers custom configured reporting capabilities such as the CITY's 311 reporting system. We regularly utilize our system to audit reporting figures from contractors to ensure that instances of error are swiftly identified.

We work with constituents and responsible partners in our community to improve neighborhood blight. By using continuous innovation and industry expertise in shopping cart recovery, we continuously strive for excellence in customer service.

**Approach to Work:** In providing shopping cart retrieval service to the CITY CARTRAC shall have and perform general responsibilities including but not limited to the following:

1. **Regular Duties:** CARTRAC is to provide services within the CITY of Riverside only. CARTRAC will patrol the CITY for at least 12 hours per day, seven days per week, (6 AM to 6 PM), 362 days per year. Areas of greatest need are identified as commercial and multifamily districts and along major transportation/public transportation corridors citywide. (Refer to attachment 2). The areas of greatest need may also include those locations identified by the CITY as "hot spots". These locations will need to be patrolled more frequently at the direction of the CITY and may change at the CITY's discretion. (Refer to attachment 3)
2. **Enhanced duties and cost:** CARTRAC understands that this RFP includes requirements that exceed the cities previous cart program. This RFP includes enhanced retrieval service requirements during especially busy retrieval periods. CARTRAC can request assistance from drivers in the neighboring service areas when needed. This is in addition to the dedicated

Additionally, CARTRAC understands that certain locations identified as hotspots will require additional patrols throughout the day. CARTRAC has a system in place for the handling and documentation of participating retailer shopping carts. Furthermore, it has a system to deal with not participating retailer shopping carts which we estimate will include approximately 25 percent of the total carts retrieved. Additionally, this RFP requires at the drivers be exclusively tasked with servicing the CITY contract 12 hours a day seven days per week.



3. **311 Call Center cart locations:** CARTRAC understands that all cart locations reported to us by the CITY (SR's) must be picked up within the same day or the next morning (if received after 3 PM). We also understand that we must notify the CITY within 72 hours via email of the completion of the SR. All 311 Call Center cart locations should be emailed to our dispatcher ([mhernandez@CarTrac.net](mailto:mhernandez@CarTrac.net)). Once received our dispatcher will input the locations and notify the contractor for prompt pick up. After verifying the cart location, the dispatcher will be notified to close out the SR. The dispatcher will then reply to the city via email that the SR has been cleared.
4. **Equipment:** All drivers will utilize pick-up trucks, flatbeds and or trailers that can hold up to 25 carts. CARTRAC agrees that CARTRAC and all of CARTRAC's representative performing services shall maintain valid unrestricted California Driver's License (CDL) during the term of the agreement. All CARTRAC representatives will possess vehicle insurance requirements that meet state and local limits.
5. **Driver requirements:** CARTRAC understands that this RFP requires that the drivers must be exclusively tasked with operating in the CITY for at least 12 hours per day, seven days per week, (6 AM to 6 PM), 362 days per year. CARTRAC will have dedicated drivers solely designated to retrieve carts within the City of Riverside. CARTRAC's sub-contractors shall possess and keep current all necessary licenses and permits as required by any federal, state or local laws. We have attached a map of the CITY that outlines the proposed area of coverage for the drivers.
6. **Reporting requirements:** CARTRAC understands that we must provide a monthly report to the CITY outlining the areas patrolled and carts picked up by the driver. If instructed CARTRAC will produce this report by the 10<sup>th</sup>. day of the following month, unless the city will allow CARTRAC to continue at the current reporting schedule of the 15<sup>th</sup>. of the month. The report shall include retailer's name, number of carts retrieved, approximate location of abandoned cart, and deliveries made for each retailer, with a signature of store personnel accepting the returned carts. Additionally, CARTRAC will provide a monthly report that includes detailed information on the number of carts collected, and disposition of non-participating retailer's carts, and cost of services.  
CARTRAC understands the city logs are the means by which fees are collected and paid and that it is CARTRAC's responsibility provide the CITY with true, correct and accurate logs

7. **Nonparticipating retail program:** CARTRAC understands the CITY has a program to address non-participating retailers abandoned shopping carts. We propose to meet the RFP requirements for the program by establishing the following procedures:

- Driver identifies a non-participating retailer cart in the public right of way. (refer to attachment 1).
- Driver loads cart onto truck and notes it in a log.
- Driver goes to the non-participating retailer and gives him or her a receipt for the cart, notifying them that the cart has been impounded by the CITY.
- He then provides them with details about its disposition and requests a confirmation signature that they received the notice.
- Driver then takes the non-participating retailer cart to the CITY corporate yard where they obtain a signature from a CITY employee and drop off the cart for impound.

CARTRAC will notify non-participating retailers of carts deposited at the CITY's Corporation Yard within 24 hours of cart retrieval.

8. **Customer service:** CARTRAC will maintain a toll-free number and a website to allow residents to report cart locations the phone number is 888-992-4778, the website is [www.retailsolutionsus.com](http://www.retailsolutionsus.com) . This number shall be available 24 hours a day and a log of all calls shall be made available to the CITY upon request. Additionally, CARTRAC will respond to calls made to the CITY's 311 line that are emailed to a designated email address the same day if reported before 3 PM. If received after 3 PM it will be collected the following day. CARTRAC staff shall be available to attend quarterly meetings with a designated representative of the CITY.
9. **California Business & Professions Code:** CARTRAC agrees to have sub-contractors comply with all laws pursuant to the California State Business and Professions Code, Section 22435.
10. **Inspections and audits:** CARTRAC understands the importance that the terms of the contract are followed. CARTRAC will conduct random field inspections by its representatives and/or agents on a regular basis to ensure compliance with all terms of the agreement with the CITY by its sub-contractors. Further, we have significant penalties in place to ensure compliance with the terms. We have also created an incentive program to reward those who provide excellent customer service and meet our own high standards.

**EXHIBIT "B"**  
**COMPENSATION**

**h. Pricing**

**Cost for Services:** In consideration for the cart retrieval services provided pursuant to an Agreement with the CITY, CARTRAC shall be paid the following fees:

***\$20 per delivery for PARTICIPATING retailer***  
***\$23 per delivery for NON-PARTICIPATING retailer***

CARTRAC pricing is in line with the current market rates being paid by our retail customers. CARTRAC shall invoice the CITY on a monthly basis for services performed. Invoices shall contain as much detail and supporting documentation as is reasonably prescribed by the CITY.

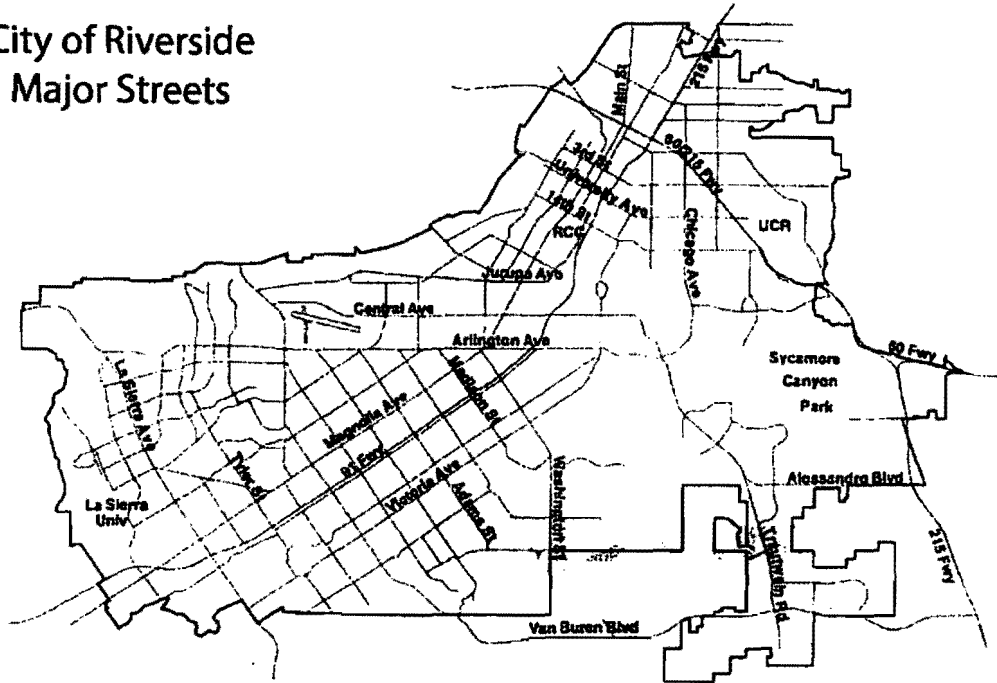
**STORE OPERATORS WITHIN THE CITY**

<b>Non-Program Stores</b>
<b>Best Buy #392 2852 Canyon Springs Pkwy</b>
<b>Big Saver Foods #11 3981 Chicago Avenue</b>
<b>Casa Del Pueblo 8851 Philbin</b>
<b>Dollar Tree Stores #2770 4033 Chicago</b>
<b>El Tapatio Market 5800 Van Buren Blvd., #101</b>
<b>Harbor Freight &amp; Tool 3530 Adams</b>
<b>JoAnn Fabric 3570 Adams</b>
<b>Marshalls 283 2676 Canyon Springs Pkwy</b>
<b>Maxi Foods Supermarket #2 4050 University Avenue</b>
<b>Office Depot 3900-B Tyler Street</b>
<b>Office Max 3350 Vine Street</b>
<b>Party City 2550 Canyon Springs Parkway</b>
<b>Savers 3900 Tyler Street</b>
<b>Seafood Market 11160 Magnolia</b>
<b>Walgreens #13833 10992 Magnolia Avenue</b>
<b>Walgreens #7262 6600 Magnolia Avenue</b>
<b>Walgreens #7786 8917 Trautwein</b>
<b>Walgreens #7990 1745 University Avenue</b>
<b>Walgreens #7991 6444 VanBuren Boulevard</b>

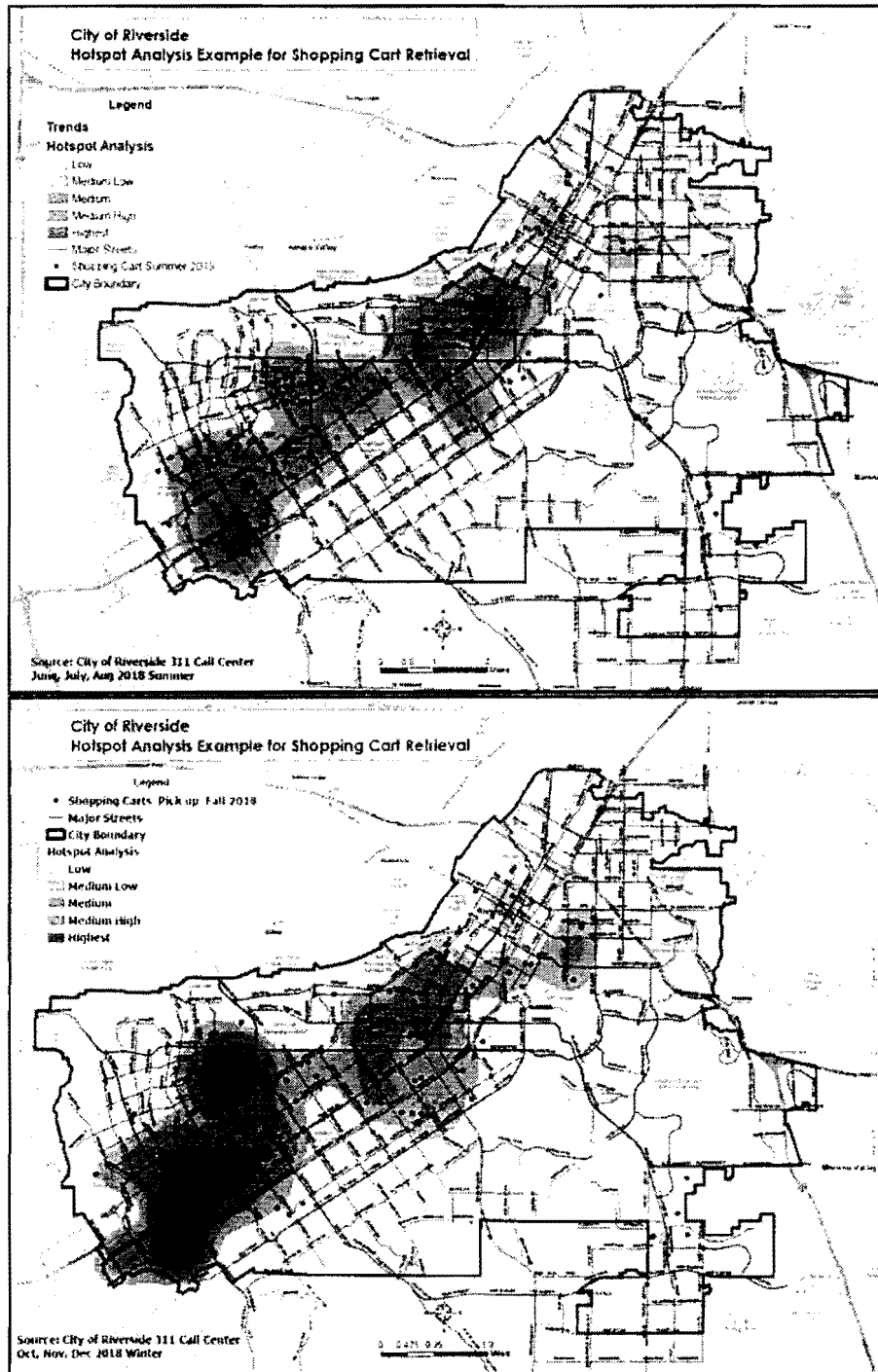
Program Stores
90 Supermarket 10051 Magnolia Avenue
99 Cent Store #431 11160 La Sierra
99 Cents Only Store #104 3477 Arlington Avenue
99 Cents Only Stores #134 9915 Magnolia Avenue
99 Cents Only Stores #383 6230 Van Buren Boulevard
Albertson's #6514 8938 Trautwein Road
Albertsons-Savon #6572 2975 Van Buren Blvd.
Alyn's Party Supply 6493 Magnolia Avenue
Bed Bath & Beyond #538 3700 Tyler St. #14
Best Buy #110 3900 Tyler
Bevmo 7562 Mission Grove Pkwy South
Big Lots #4001 3730 Tyler Street
Big Lots #4256 4022 Madison Street
Burlington Coat Factory #320 3870 Tyler
Cardenas Market #11 6350 Van Buren Blvd.
Cardenas Market #33 3840 La Sierra Avenue
Clark's Nutrition & Natural Foods 4225 Market Street
CVS # 9746 2831 Mary Street
CVS #8897 3361 Market Street
CVS #9799 6215 Riverside Avenue
CVS #9803 491 Alessandro
CVS #9849 8280 Magnolia Avenue
CVS #9910 3440 La Sierra Avenue
Dollar General 4103 Tyler Street
Dollar Tree #2244 4074 Madison
El Super 5800 Van Buren
Family Dollar #10631 6155 Tyler Street
Fiesta Foods 11160 Magnolia Avenue
Food 4 Less #329 3900 Chicago Avenue
Food 4 Less Store #343 4250 Van Buren Blvd.
Home Depot #6619 3323 Madison Street
Lowe's Companies Inc. 9851 Magnolia Avenue
Lucky Seafood Ranch Market 4513 La Sierra Avenue
Maxi Foods Supermarket #1 8616 California Avenue
Michaels #3760 2704 Canyon Springs Pkwy
Michaels #9881 10345 Magnolia
Nordstrom Rack 3635 Riverside Plaza Drive
Petco #1125 8974 Trautwein

Program Stores
Petco #586 3384 Tyler
PetSmart 2828 Campus Pkwy
Ralphs #144 6155 Magnolia Avenue
Ralphs #145 215 E Alessandro
Ralph's #609 5295 Canyon Crest Drive
Ralph's #98 3350 La Sierra
Rite Aid #5712 6150 Van Buren Blvd.
Rite Aid #5714 4790 La Sierra Avenue
Rite Aid #5715 6075 Magnolia Avenue
Rite Aid #5716 3849 Chicago Avenue
Rite Aid #5717 5225 Canyon Crest Drive
Ross #20 4080 Madison
Salvation Army 10020 Magnolia Avenue
Sam's Club #6378 6363 Valley Springs Pkwy
Sears 5261 Arlington
Smart & Final Iris #473 4039 Tyler
Smart & Final Iris #514 5202 Arlington Avenue
Smart & Final Iris #521 2744 Canyon Springs Pkwy
Smart & Final Iris Co #316 3310 Vine Street
Sports Chalet 3700 Tyler St.
Sprouts #210 475 E Alessandro Blvd
Staples #1342 6296 Magnolia Avenue
Staples #144 3750 Tyler
State Bros market #114 2995 Iowa Avenue
State Bros Market #42 6160 Arlington Avenue
Stater Bros Market #1 9225 Magnolia Avenue
Stater Bros Market #115 3420 S La Sierra Avenue
Stater Bros Market #192 2841 Mary Street
Stater Bros Market #22 4680 La Sierra Avenue
Stater Bros Market #80 17050 Van Buren Blvd.
Stater Bros. Market #79 10370 Arlington Avenue
Target #1843 2755 Canyon Springs Pkwy
Target #212 3520 Tyler Street
Target #291 3333 Arlington Avenue
Trader Joe's 6225 Riverside Avenue
Vons #2158 3840 La Sierra Avenue
Wal-Mart #1899 6250 Valley Springs Pkwy
Wal-Mart Store #2028 5200 Van Buren Blvd.

## City of Riverside Major Streets



### Attachment 3 CITY HOT SPOTS



**EXHIBIT "C"**

**KEY PERSONNEL**



**b. Company Information**

Retail Marketing Services, Inc.  
D.B.A. CarTrac  
1020 N. Lake St.  
Burbank, CA. 91502  
Main: 818-817-6712

Point of Contact:  
Sam Bar-Giora  
Program Director – CarTrac  
818-817-6711

**c. Company Personnel**

Since 2006 CARTRAC has worked with the City of Riverside in a comprehensive approach to address the issues pertaining to abandoned carts and is well-versed with the procedures needed to recover carts throughout the CITY in a timely manner. We employ on-site employees with extensive backgrounds in retail loss prevention, law-enforcement, and customer service. Their collective experience in cart retrieval provides CARTRAC a unique advantage over the industry competition. Our dedicated staff represents decades of experience in business management, customer service, loss prevention, and government relations. This division is overseen by the Program Director who with over 17 years' experience in shopping cart retrieval is a competent point of contact. In addition, a contractor, with comparable experience is assigned to service the CITY. Several employees of CARTRAC will play active roles in meeting the requirements of this RFP. In addition, a contractor will actively deliver carts under both the participating and non-participating retailer programs. CARTRAC's sub-contractors shall possess and keep current all necessary licenses and permits as required by any federal, state, or local laws. Key personnel who the CITY may have contact with are as follows:

Stephen Turner, Vice President  
Retail Marketing Services, Inc.  
1020 N. Lake St.  
Burbank, CA. 91502  
818-817-6709  
sturner@retailms.net  
Duties: Supervisor

Sam Bar-Giora, CARTRAC Program Director  
RMS / CARTRAC  
1020 N. Lake St.  
Burbank, CA. 91502  
818-817-6711  
sbargiora@CARTRAC.net

Duties: Oversight of contractor to ensure that contract terms are met, auditing tickets and drivers to ensure proper protocols are met and providing customer service to CITY personnel, constituents, and retail stores.

**Martha Hernandez, Dispatcher**

**RMS / CARTRAC**

**1020 N. Lake St.**

**Burbank, CA. 91502**

**Direct - 818-817-6705**

**Cart hotline - 888-992-4778**

**mhemandez@CARTRAC.net**

**Duties: Dispatching of service calls from "311 Call Center" to drivers, and delivering confirmation of completed SR's to the CITY.**

**Jeffery Dea, Accounting Director**

**Retail Marketing Services, Inc.**

**1020 N. Lake St.**

**Burbank, CA. 91502**

**818-817-6349**

**jdea@retailms.net**

**Duties: Collecting of all aspects of logs, tickets, and records of business performed under the contract. In addition to collecting cart retrieval totals and submitting detailed accountings of work performed under the contract.**

**Edwin Maestas**

**Satisfactory Cart Service (sub-contractor)**

**20521 Saxon Dr.**

**Crestline, CA. 92325**

**909-436-0110**

**Duties: Picking up shopping carts under the cities participating and non-participating retailer cart retrieval program. Edwin has over 17 years' experience in the shopping cart retrieval industry. Prior to becoming a contractor, he was most recently an Area Manager with RMS.**