

CITY OF ROSEVILLE

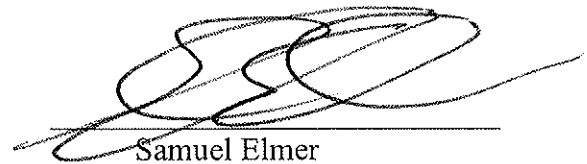
NOTICE TO BIDDERS

RFQ 1949

NOTICE IS HEREBY GIVEN that sealed bids for **SECURITY GUARD SERVICES** will be received by the City of Roseville. Bids will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **Monday, July 19, 2010**. Said bids will be publicly opened and read aloud in the City Clerk Research Room, at the above address at 3:05 p.m., **Monday, July 19, 2010**. Specifications and bid forms for the submitting of a proposal shall be obtained at the Purchasing Division, 2075 Hilltop Circle , Roseville, CA, 95747 or by accessing the City of Roseville website at www.roseville.ca.us. Each bid shall be submitted only upon that form. Right is reserved to reject any or all bids and to waive any informalities or irregularities in any bid or in the bidding.

6-24-2010

Date



Samuel Elmer
Administrative Analyst

IMPORTANT!!!

The City is not responsible for misdelivered bids, and the Bidder is strictly liable for its chosen method of delivery. It is the Bidder's sole responsibility to make sure that bids arrive at the proper location. Any bid which does not actually arrive in the City Clerk's Office by the date and time of the bid opening will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your bid **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: Sonia Orozco, City Clerk
311 Vernon Street
Roseville, CA 95678**

The Bidder is also directed to place the enclosed bid label, without alteration, on the outside of the package or envelope so that it is visible when delivered to the City.

**CITY OF ROSEVILLE
INVITATION FOR BID AND AWARD [FORMAL]**

RFQ NO. 1949

Issued Central Services Director Telephone: 916-774-5720
By: Purchasing Dept Fax: 916-774-5736
City of Roseville, CA

Date Issued:
June 24, 2010

Page
No.

No of
Pages

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the office of the **City Clerk, 311 Vernon Street, Roseville, CA 95678**, until **3:00 p.m., Pacific Time on Monday, July 19, 2010** and at that time publicly opened, for furnishing the equipment, supplies, or services described in the accompanying Schedule. Bid bond in the amount of -0%- is required. Performance bond in the amount of -0%- of the total amount of the bid (Note: See "General Information" section of the bid for bonding amount) shall be furnished by the successful bidder in accordance with Paragraph 11 of Terms and Conditions.

General information and instructions to bidders are contained in the terms and conditions on the attached page.

SCHEDULE

Please quote your best price for Security Guard Services in accordance with all specifications, terms and conditions of RFQ 1949. Pricing must include all fees. No additional charges will be allowed.

Transferred from Pricing Worksheet

*2010/11 Hourly Rates: Regular \$_____ Weekend \$_____ Holiday \$_____

*2011/12 Hourly Rates: Regular \$_____ Weekend \$_____ Holiday \$_____

Note: You must return this page with your bid response.

DO NOT INCLUDE SALES TAX IN YOUR BID

Note: 1. Attached sticker **MUST** appear on the outside of the envelope when submitting a sealed bid.

2. You **MUST** submit an **original bid response and two copies**.

3. Direct all questions regarding this inquiry to Joanna Oukrop by fax (916) 774-5736 or e-mail, joukrop@roseville.ca.us by no later than Tuesday, July 13, 2010.

In compliance with the above, the undersigned offers and agrees to furnish any or all of the items or services enumerated on which prices are quoted at the unit price set opposite each item and deliver them at the designated point(s) within the time specified.

BIDDERS MUST COMPLETE THE FOLLOWING:

Discount terms: _____ % _____ days. **Delivery will be completed within _____ calendar days after receipt of order.**

Name and Address of Bidder:

Signature of Person Authorized to Sign Bid:

Date of Bid:

BIDDER TO INDICATE STATUS, AS TO: "PARTNERSHIP",
"CORPORATION", "SOLE PROPRIETORSHIP", ETC.

Type or Print Signer's Name, Title & Phone No.

CITY OF ROSEVILLE
RFQ 1949
SECURITY GUARD SERVICES
GENERAL INFORMATION

The purpose of this RFQ is to solicit bids for security guard services for the City of Roseville's Pleasant Grove Wastewater Treatment Plant, 5051 Westpark Dr., Roseville, CA 95747. The hours of coverage are from 6:00 p.m. to 6:00 a.m., seven days per week, 365 days per year. The successful bidder will be awarded a service agreement (see sample) and must comply with all terms and conditions, including providing the City with a current insurance certificate reflecting the required amount of coverage. The City must be named an additional insured and issued a separate **Additional Insured Endorsement** Document with the insurance certificate. In addition, the successful bidder/Contractor must provide the City, and keep in full force and effect during the term of this contract, and all extensions, insurance issued by an insurance company authorized to do business in California.

Contract Award

The award of the contract will be based on the lowest responsive bidder for the initial contract with a coverage period from 10/1/10 – 6/30/11 and also on pricing for the 2011/12 fiscal year. [The City's fiscal year is July 1 through June 30]. Pricing will be a total computation of regular, weekend and holiday hourly rates for each contract period.

The initial contract resulting from this RFQ will be effective from 10/1/10 – 6/30/11. The City reserves the right to renew the service agreement for an additional four (4) fiscal years based on performance, pricing remaining as quoted, and approval of funds by the City Council. The contractor will be notified each year prior to renewal for acceptance of a continuation of the contract.

Termination of Contract

The City of Roseville reserves the right to terminate the contract if it wishes without cause to discontinue this contract. Termination shall be provided in the written form allowing a (30) day notice to the vendor on the contract. The City of Roseville further reserves their right to terminate the contract within (10) days if, in the opinion of the City, the successful contractor's overall performance is not acceptable.

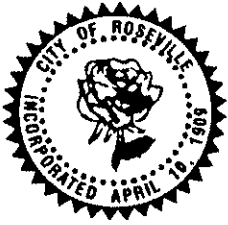
You may include a company profile with your bid. However, your bid response must not be integrated in a binder with the profile. The bid information must be separate and quickly obtainable when your bid response (envelope) is opened.

Please submit one original copy of the bid with two copies for a total of three (3) copies. Your bid response must contain those sheets which require you to record information and/or those that state "RETURN THIS PAGE WITH YOUR BID RESPONSE." It is not necessary to return the City's entire RFQ package.

GENERAL INFORMATION (continued)

The City reserves the right to add additional guards for permanent, temporary and/or special events, at the prevailing hourly rate.

Prior to the start of service, successful bidder will be contacted for a meeting to go over duties and the areas of coverage. At this time, contractor will be given a list of City contacts and telephone numbers. Contractor is to provide the City with a profile sheet of each guard assigned to work at the City of Roseville. The profile sheet is to include the last three (3) years employment history, physical description of guard, picture, and year/make/model of vehicle driven by employee. If permanent personnel changes are made, updated profile sheets must be provided.



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No:

SERVICE LOCATION:

REQ. NO.: _____ DATE: _____

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.:
Telephone No.:

Fax:

Department:

Contractor:

Acct. Code:

Buyer:
Phone:

Start Date	Terms	Completion Date	Insurance Limits	Contact
			Approved by Risk Mgt.	

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

SAMPLE

NOTE: Prevailing wage laws and fair employment practices apply to this agreement. Certified payroll documents must be submitted with your invoice(s) to the City's Accounts Payable office (see item 8 of the attached provisions).

Contractor License No.: _____

Total Cost of Service:

Business License No.: _____

\$ _____

ATTENTION: Total cost of service not to exceed the above amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions on page 2 of this document titled "Service Agreement".

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

CONTRACTOR:

By: _____

By: _____

Title: _____

Ray Kerridge
City Manager

By: _____

Title: _____

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept

1. Contractor shall hold harmless, defend and indemnify the City of Roseville and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Roseville.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
6. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
7. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
8. All prevailing wages and fair employment practices will be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 9a. Unless otherwise specified, the Contractor shall maintain the following policies of insurance in full force and effect during the term of this Agreement in the amount shown below. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverages.

Commercial General Liability Insurance (policy to be as broad as the standard ISO form)	\$1,000,000 per occur/ \$2,000,000 aggregate
Automobile Liability Insurance including owned, hired, and non-owned vehicles.	\$500,000 per person/ \$1,000,000 per accident
Workers' Compensation	Statutory

- 9b. All insurance coverages of Contractor are primary insurance as to City. City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.
- 9c. The limits of insurance coverages specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.
- 9d. A certificate of insurance, in a form approved by the Risk Management Division, shall be provided by Contractor prior to the execution of this agreement. The certificate shall provide at least 30 days prior written notice to City of any material change or cancellation. The certificate shall include an endorsement naming the City of Roseville, its officers, agents, employees and volunteers as an Additional Insured for on-going and completed operations.
- 9e. The Workers' Compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents and employees.
10. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
11. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements.

CITY OF ROSEVILLE
RFQ 1949
SECURITY GUARD SERVICES

SPECIFICATIONS

REQUIREMENTS

It is the responsibility of the security guard services company to provide guards a phone for safety, security and reporting. Guards are to receive a copy of this bid specification, including scope of work and "Security Post Orders". The supervisor will insure that all required services are performed according to contract requirements. The site supervisor, or lead guard, will conduct announced and unannounced inspections **at least one time per month**. All inspections will be recorded on the security log sheet, and supervisor, conducting inspection, must print and sign name affirming that said inspection did take place. The intent of the inspections is to check work quality and security effectiveness, identifying and correcting potential problems before they occur.

The Security Guard(s) to be provided under this proposal must have cleared a "Criminal Background Check", and a "Drug and Alcohol Test". All tests to be conducted at the contractor's expense. The City of Roseville reserves the right to conduct additional tests, at their own expense, if deemed necessary, may conduct a criminal background check on any and all Contractors' permanent and/or temporary security guards and/or supervisors/owners that may be assigned to work on City of Roseville sites and/or involved in the response of this solicitation prior to beginning work and/or during the term of the contract. The contractor who is awarded this contract may be asked to supply the City of Roseville with Drug and Alcohol Test Results for tentative Supervisors, Managers, and/or Guards assigned to work at City sites either prior to the start of the contract and/or upon request during the term of the contract. Security guards assigned to the City of Roseville sites shall have a minimum of two (2) years experience and shall possess a valid security officer license to work in the state of California. The Contractor shall provide resumes or brief profiles of the Supervisors, Managers and Guards if requested by the City of Roseville.

The Contractor shall be a company engaged in the business of providing security guard service for a minimum of three (3) years. The Contractor must be agency licensed and bonded by the proper authority in the State of California that regulates this type of work and shall have current licenses and permits for all security guard personnel as mandated by local, state and federal requirements. The Contractor must submit satisfactory proof of their necessary licensing and bonding to certify that their agency is in good standing with the State authority. The Contractor who is awarded the contract shall also be required to provide

Specifications (continued)

proof of proper licensing for all security guards to be assigned to provide security guard service to the City of Roseville. The Contractor must provide certification of any replacement/new security guards prior to assigning such guards to any City of Roseville facility(ies).

It shall be the responsibility of the contractor to meet all applicable federal and/or state laws and safety requirements while engaged in providing security guard services to any designated City of Roseville facility(ies).

Neither the contractor nor his/her employees engaged in providing security guard service(s) to the City of Roseville shall be considered employees of the City of Roseville. Furthermore, the Contractors' Employees shall not engage in the use of City equipment including but not limited to: City vehicles, Golf Carts, Telephones, computers, etc.) Any facility and/or equipment abuse shall not be tolerated under any circumstances.

It shall be the responsibility of the awarded contractor to meet with the City Department requesting security guard service(s) to determine the needs of the department. The Contractor in conjunction with each the City Department shall develop Post Orders, approved by the City department. The Post Orders shall be provided to each security guard respectively. The Contractor shall provide proper orientation and training to the security guard(s) to be assigned to the City Department. The Contractor shall provide each security guard with a written list of the department's needs (post orders) prior to having the security guard report to their assigned location. Contractor shall demonstrate due diligence to keep the same designated security guards at the City site(s) for the duration of the contract. In the event that new security guard(s) is/are assigned to the City department, the contractor must provide proper orientation and training. The department must be notified prior to sending over new/replacement Security Guard(s).

The method and manner of performance of security guard services and such undertakings shall be under the exclusive control of the contractor. The City shall have the right of inspection of appearance and performance of the security guard(s) on duty at the City of Roseville at their sole discretion. All uniforms shall be professional in appearance. Security Guards must be in full uniform for the duration of their assigned shift(s).

The security guard(s) on duty must all times, without exception, be courteous, exercise tact and diplomacy in their daily contact with the Public and Staff. Disrespectful conduct **will not** be tolerated. The contractor's security guards shall be in full uniform with pictured identification, proper sleeve patches and a security badge identifying him/her as a security guard (jeans and sandals/jogging shoes shall not be acceptable). The security guard on duty must be prepared at all

Specifications (continued)

times to show proof of his/her State certification/license upon request by a representative of the City of Roseville. The security guard(s) must patrol the entire complex assigned to them during his/her tour of duty. Security Guards reporting for duty without the aforementioned items and/or conducting themselves in an unprofessional manner shall be asked to leave the premises. The Contractor shall be notified by the affected department representative and the Contractor shall be expected to provide a replacement guard within one (1) hour from this notification.

In the event that a scheduled security guard fails to appear for duty at his/her designated location the contractor upon notification by the department shall be responsible to provide a back-up security guard within one (1) hour of notification.

The contractor shall be responsible to provide a means of communication to their security guard(s) providing security service(s) to City of Roseville departments. The security guard(s) must be able to have the means to communicate with their assigned supervisor/manager and/or main office. The City of Roseville department shall expect the assigned security guard to report to their supervisor/home office that they are at their respective posts. Failure of a security guard to call-in in a timely manner should automatically alert the supervisor/home office of the security guard(s) absence and arrangements should then be made to expediently send a replacement guard to the affected department. Communication equipment shall be used to report any incidents that may occur during their shift that may or may not need to be reported to the local police department. Means of communication will be by two-way radio, cellular telephone and/or other approved method of communication. A written incident report, acceptable to the City of Roseville shall be provided to the City on any and all minor/major incidents. All reports are to be provided within twenty-four (24) hours

The contractor shall designate a Supervisor/Manager with a minimum of three (3) years experience in managing security guard personnel to act as a supervisor/manager of all security guards assigned to the City of Roseville. This supervisor/manager shall be responsible to conduct unscheduled site visits at least once a month to the assigned City of Roseville site(s) to ascertain that security guards are performing their assigned duties. In addition, the Supervisor/Manager shall visit with a designated City department representative to ascertain that the performance of the security guard(s) is/has been acceptable. The Supervisor/Manager shall provide the designated City of Roseville representative the names of all security guard personnel performing services for City of Roseville

Specifications (continued)

The contractor shall outline a clear chain of command for the submittal of complaints and shall designate a point of contact available to the City of Roseville 24/7.

Failure of the security guard to be at his/her designated post at the appropriate time, continuously sitting inside City designated locations/departments and/or his/her personal vehicle and not properly walking in an alert manner the different levels (floors) or perimeters of the facilities/grounds, sleeping while on duty, continuously on the phone and/or in deep/lengthy conversations with patrons/staff or others shall be interpreted by the City of Roseville as a substantial breach of contract by the contractor.

The City of Roseville reserves the right to terminate partial security guard services when the security guard(s) is/are no longer needed, when in the opinion of the City of Roseville the performance of the Contractor's employee (security guard(s)) is not acceptable to the City of Roseville, and/or a substantial breach of contract has occurred. The City of Roseville shall provide a written notice to contractor when terminating the service(s) for a particular employee.

The contractor shall not be allowed to terminate this contract unless one of the following reasons presents itself: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; bankruptcy. Increase in the minimum federal rates, fuel costs, market conditions will not be acceptable reasons for the contractor to terminate this contract.

The Contract period start and end date will be designated on the City of Roseville service agreement. There are no escalation clauses in this Service Contract and no increase in rates will be allowed under this Service Contract during the contract period.

The City of Roseville at it's option reserves the right to extend this service contract for a period of four (4) additional years, after the expiration of the first term of the contract, in one (1) year increments if the performance of the service provider is satisfactory and the unit prices remain firm.

PURPOSE

To protect and safeguard assets, property and employees of the City of Roseville Pleasant Grove Wastewater Treatment Plant, 5051 Westpark Dr., Roseville, CA 95747.

Specifications (continued)

SCOPE

Provide comprehensive security services for Pleasant Grove Wastewater Treatment Plant. Services are to include: patrolling areas as instructed, observing and reporting major water leaks or other obvious equipment failures, observing potential hazards such as broken windows, smoke/fire, and suspicious activities of unknown individuals. Perimeter fencing, in all areas, is to be monitored for obvious tampering or damage.

Appearance of Security Guards

Officers will present a professional appearance at all times wearing only approved uniform attire provided by the security services company.

Officers will not lean against walls, stand with hands in pockets, or adopt any posture which gives other than an impression of alertness and pride in their job.

It will be the officers' responsibility to present professional images that reflect favorably upon the City of Roseville.

Breaks and Food

Guards will be responsible for bringing water, beverages and/or food. Guards may use the restrooms located in the administration building lobby area and may use the conference room to take their meal break.

Courtesy

At all times, officers will be courteous, patient and respectful in dealings with City of Roseville employees, authorized visitors and the public.

Orders

Officers will obey these orders and all additional orders issued by competent authority. He/she will pass on to his/her relief, where appropriate, all additional orders.

Conduct

Officers will remain awake and alert at all times while on duty.

Officers will not leave their post until properly relieved.

Specifications (continued)

If an officer cannot report to post on time, or at all, he/she will notify security company supervisor so that a replacement may be arranged. It is the security company's responsibility to make sure guards are on duty at the contracted times.

Officers will not accept gifts or gratuities related to their job at the City of Roseville.

No alcoholic beverages will be consumed while on duty or within eight (8) hours prior to coming on duty.

Reports

Officers will make written Daily Activity reports during the course of his/her shift. Officers will also make written Incident Reports on all witnessed violations of laws or these orders. He/she will state the facts, who, when, where, what, why and how. Incident reports are to be forwarded to the designated City personnel within 24 hours.

Confidentiality

Officers will regard as confidential, all material and information in line with their jobs at the City of Roseville.

Officers will not give interviews or make public statements regarding the activities or policies of the City of Roseville.

Hours of Coverage

Foot/Vehicle Patrol Guard

*6:00 p.m. to 6:00 a.m. seven days per week 365 days per year.

Required Duties

1. Unarmed, uniformed security personnel are required. The security officers will be stationed in their vehicles when not actively patrolling the premises.
2. City vehicles will be allowed to enter without detaining the employees. Officers will record in the vehicle security log the license number or vehicle number (5

Specifications (continued)

digit xx-xxx, example – 02-146) and the number of people in the vehicle. (All City employees have identification cards for proof of employment should they be in personal vehicles without a uniform.) Note: City employees will start arriving for the early shift just prior to 6:00am and should not be detained for proof of employment.

3. **Vehicle/Foot Patrol Guard**: Officers will conduct patrols of all areas within the perimeter fencing of the Pleasant Grove Wastewater Treatment Plant including the Bioassay2 area located across Westpark Drive Northeast of the main facility as instructed (Foot / Vehicle Patrol –Upon arrival, then at least every other hour). Route patrols must be recorded in the Daily Activity Report. Completed records are to be left in the in basket of the facility administrative clerk located in the administration building lobby area. When not patrolling, guard should be a “visible presence” in the admin bldg parking lot.

4. Main post of assignment is near the administration building, visible for all passing by or through the area, for the purpose of deterring theft or vandalism. Responsible for checking doors of all buildings, making sure they are closed and locked. Patrol route extends to Bioassay bldg #2 located across Westpark Drive from the primary facility. Guard will note on vehicle security log those vehicles coming in and out of the treatment plant.

5. If an officer observes an unauthorized person (non-City employee) on the premises, he/she will direct that person to leave the premises immediately. If the officer feels this cannot be accomplished safely, he/she will call the police for assistance.

**CITY OF ROSEVILLE
RFQ 1949
SECURITY GUARD SERVICES**

PRICING WORKSHEET

Pricing must include all fees, no additional charges will be allowed.

HOURLY RATES BY FISCAL YEAR

*2010/11	*2011/12	2012/13	2013/14	2014/15
Regular \$ _____	Regular \$ _____	Regular \$ _____	Regular \$ _____	Regular \$ _____
Weekend \$ _____	Weekend \$ _____	Weekend \$ _____	Weekend \$ _____	Weekend \$ _____
Holiday \$ _____	Holiday \$ _____	Holiday \$ _____	Holiday \$ _____	Holiday \$ _____

***Please transfer these totals to the “Invitation for Bid and Award Formal” page of the bid document.**

Note: “Regular” = Weekdays (Monday – Friday) 6:00 p.m. – 6:00 a.m.

RETURN THIS PAGE WITH YOUR BID RESPONSE

**HOLIDAY RATES BID SHEET
CITY OF ROSEVILLE
RFQ 1949**

Bidder must put a check mark in the appropriate column stating if holiday rates will apply. If there are additional days that your company would charge holiday rate, then state that on this page.

HOLIDAY	HOLIDAY RATE	
	<u>YES</u>	<u>NO</u>
Independence Day	_____	_____
Labor Day	_____	_____
Columbus Day	_____	_____
Veteran's Day	_____	_____
Thanksgiving (Thursday)	_____	_____
Thanksgiving (Friday)	_____	_____
Christmas (Eve)	_____	_____
Christmas (Day)	_____	_____
New Year's Day	_____	_____
Martin Luther King Jr. Day	_____	_____
President's Day	_____	_____
Memorial Day	_____	_____

Return this page with your bid response.



**RISK MANAGEMENT DIVISION
GENERAL INSURANCE REQUIREMENTS**

Proof of insurance must be provided on an original *CERTIFICATE OF INSURANCE*. This document must be signed. A stamped signature will suffice.

Types and Limits of Insurance Required of Agreements with the City:	General Liability – 1M per occurrence/2M aggregate <i>(coverage must be as broad as the standard ISO form)</i> Automobile – 300/500/100 Workers Compensation – Statutory
**Additional Insured **	Required on <u>General Liability</u> Insurance. The “City of Roseville, its officers, agents, volunteers and employees” must be specifically named as an additional insured on the policy for ongoing and completed operations. <i>A separate endorsement (CG2010 11/85 preferred, but blanket may be acceptable) must accompany the Certificate of Insurance. <u>A statement on the Certificate will not suffice.</u></i>
Certificate Holder:	The Certificate Holder on the <i>Certificate of Insurance</i> is “The City of Roseville, attn Risk Management, 311 Vernon., Roseville CA 95678”.
Primary Insurance:	The General Liability policy must be primary insurance as to the City of Roseville. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Roseville or its insurers.
Description of Operations:	This box should contain information on the project being insured. For companies doing various projects with the City an “ All California Operations ” description is adequate. Limits of coverage will be evaluated for each individual Agreement to determine sufficiency.
Cancellation Notice:	The City requires a 30-day cancellation notice. Ten (10) day for non-payment is acceptable.
Approval Process:	Proof of insurance for all insurance coverage required by the Agreement must be approved and on file with the City <u>before</u> the Agreement can be executed.
Questions:	If you have questions regarding insurance requirements you may call the Risk Management Division at (916) 774-5202. FAX: 774-5461

CITY OF ROSEVILLE
TERMS AND CONDITIONS OF PURCHASE

ARTICLE I – The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order to the extent of specifying the nature of the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE II – INSPECTION. The Materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by City at all times and places. If, prior to final acceptance, and materials, supplies or services are found to be defective or not as specified, City may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and in addition to any costs for which Seller may become liable to City under other provisions of this order, shall reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance, and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE III – CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of City. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE IV – TERMINATION.

- A. City may by written notice stating the extent and effective date. Terminate this order for convenience in whole or in part, at any time. City shall pay Seller as full compensation for performance until such termination: (1) the unit or pro date order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by City, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.
- B. City may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the material or supplies or perform the services within the time specified or any written extension thereof. In such event, City may purchase or otherwise secure materials, supplies or services and except as otherwise provided herein, Seller shall be liable to City for any excess costs occasioned City thereby.

If, after notice of termination for default, City determines that the Seller was not in default or that the failure to perform this order is due to causes beyond control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of City, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.
- C. If City determines that Seller had been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, City may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; and if such delay is due to failure of City, not caused or contributed to by Seller, to perform services or deliver

property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

- D. The rights and remedies of City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- E. As used in this Article, the Word "Seller" includes Seller and his sub-suppliers at any tier.

ARTICLE V – TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to City at the f.o.b. point shown, subject to the right of City to reject upon inspection.

ARTICLE VI – PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoice must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

ARTICLE VII – WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to City by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the City.

ARTICLE VIII – PATENT INDEMNITY. Seller shall indemnify City, its officers, agents, and employees against liability, including cost, for infringement of Letters Patent resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order or to any parts, components, practices, or methods as to which Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by City of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

ARTICLE IX – DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for City's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE X – ASSIGNMENT. This order is assignable by City. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of City.

ARTICLE XI – AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principles set forth in the Executive Orders 11246 and 11375, and to undertake specifically; to maintain employment policies and practices that affirmatively promote equality or opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruiting services, and the minority community at large; to provide the City or request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with the City his policies and practices relating to his affirmative action program.

ARTICLE XII – FAIR EMPLOYMENT PRACTICES. If this order is for an amount of \$10,000 or more, Seller agrees to comply with the provisions of the California Fair Employment Practice Act and to include the provisions of the Act in any first tier subcontract into which Seller may enter in connection with performance pursuant to this order so that such provisions will be binding upon each subcontractor.

ARTICLE XIII – OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

TERMS AND CONDITIONS OF INVITATION FOR BID

Read carefully

1. GENERAL CONDITIONS

Bidders are required to submit their proposals upon the following conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions, and all other documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City ordinances, Uniform Commercial Code of California, and other applicable state and federal statutes.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any materials, supplies, or service, except on behalf of the City as an officer or employee. This prohibition extends to the City boards and commissions other than those which are purely advisory.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown; and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the Invitation For Bids.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidders will not include federal taxes in bid prices since the City of Roseville is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Roseville. The name and address of bidder, the date and hour of the bid opening, and the material or services bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids, including bids transmitted by facsimile means, will not be considered. Bids, however, may be withdrawn by telegraphic or facsimile notice provided such notice is received prior to the time and date set for the bid opening.
- (c) Samples, when required, must be submitted within the time specified at no expense to the City of Roseville. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

5. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid or if,
 - 2. The bid does not strictly conform to law or the requirements of the bid or if,
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his or its City taxes, including state and local sales tax, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may reject all bids whenever it is deemed in the best interest of the City to do so and may reject any part of a bid unless the bid has been qualified as provided in 5 (a) 3 above. The City may waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

7. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

8. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he may submit to the Central Services Manager on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Central Services Manager on or before five days prior to scheduled opening.

9. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or serves, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check.

10. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation For Bids, is most advantageous to the City, price and other factors considered. The City may determine price based upon the cost to the City over the expected useful life of the materials or supplies.
- (b) The City reserves the right to accept any item or group of items of this bid, unless the bidder qualifies his bid by specific limitations. Re Par. 5 (a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful bidder results in binding contract without further action by either party.
- (d) Prices must be quoted f.o.b. Roseville with all transportation charges prepaid, unless otherwise specified in the Invitation For Bids.
- (e) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie bids.

11. PERFORMANCE BOND

- (a) The successful bidder(s) shall furnish the City of Roseville with a performance bond in the amount set forth in the Invitation For bids. This bond is not to be submitted with bid but must be presented to the Purchasing Department upon notification.
- (b) The City of Roseville will not enter into a contract or issue a purchase order until the successful bidder has complied with the performance bond provisions.
- (c) The performance bond shall be in a form acceptable to the City Attorney of City.
- (d) The performance bond of the successful bidder(s) shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (e) Failure of vendor to perform any of the service required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefor, shall constitute a total breach of this contract and shall cause this contract to terminate. In the event of such termination, the performance deposit shall be retained by the City of Roseville as liquidated damages, based upon mutual agreement and understanding between vendor and City at the times this bid is solicited, submitted, and accepted, that the City of Roseville is a government agency engaged in public projects and that the measurement of damages might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Central Services Manager and the City Manager the failure to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance bond may in whole or in part, as may be determined by the Central Services Manager and the City Manager, be returned to the vendor without action by the City Council of the City of Roseville. It is understood that such determination shall be entirely at the discretion of the Central Services Manager and the City Manager.

12. ASSURANCE OF COMPLIANCE – EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ENTERPRISE REQUIREMENTS

Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, religion, national origin, sex, age, handicap, or political belief or affiliation. In addition, bidder agrees that he/she will abide by all applicable terms and provisions of the City of Roseville's Affirmative Action Plan, including without limitation the Nondiscrimination Clause and the Small and/or Minority Business Enterprise Clause as contained in the City of Roseville's current Affirmative Action Plan, on file in the City's Personnel Department.

SEALED BID



IMPORTANT
NOTICE TO
BIDDER

*The envelope containing your bid **MUST** have:*

1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

INVITATION NO.

RFQ 1949

DATE OF OPENING

July 19, 2010

TIME OF OPENING

A.M.

3:05

P.M.

BID FOR

Security Guard
Services

SEALED BID