

BID NUMBER PA-01411

TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



INVITATION TO BID

SECURITY GUARD SERVICES

32212

CONTRACT NO. PA-01411

1. **COMPLETE CONTRACT:**

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. **AMOUNT TO BE PAID:**

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. **CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. **DECLARATION OF NON-COLLUSION:**

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Hawthorne, California ON THE 5th. DAY OF April, 2011.  
CITY STATE MONTH

COMPANY NAME: General Security Service, Inc. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 633 N. Marine Ave. CITY: Wilmington STATE: CA ZIP: 90744

PHONE: (323) 772-7377 FAX: (310) 973-7627

S/ [Signature] CEO  
(SIGNATURE) (TITLE)

Brian HanHart bhanhart@gss1944.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ \_\_\_\_\_ (SIGNATURE) (TITLE)

\_\_\_\_\_  
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY [Signature]  
Acting Director of Financial Management

7/11/11  
Date

APPROVED AS TO FORM 7-8, 2011.

ROBERT E. SHANNON  
CITY ATTORNEY

[Signature]  
Deputy

Rev 01.27.10



SINCE 1944

## General Security Service, Inc.

633 N. Marine Ave.  
Wilmington, CA 90744  
STATE LIC. NO. PPO6565

323-772-7377  
FAX 310-973-7627  
E-Mail: RDeLong@GSS1944.com

April 10, 2011

Mr. Erik Sunday  
Business Relations Manager  
City of Long Beach  
333 West Ocean Blvd., Plaza Level  
Long Beach, CA 90802

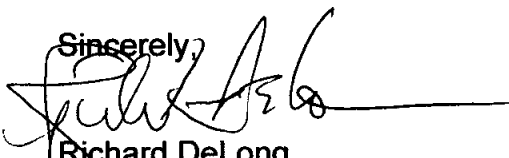
Re: Security Guard Services –**Invitation No. PA-01411**

We appreciate that you are recommending **General Security Service, Inc.** for award of bid Number PA-01411. Following your request, we have provided the information you have requested, as reflected below:

- 1) Certified corporate resolution granting authority for the CEO and President to execute contracts.
- 2) Proof of insurance coverage.
- 3) Current signed health insurance plan
- 4) Wage and price summary breakdown for the employees proposed for this contract. *As reflected in the attached price summary, and pursuant to the bid requirements, the officers will receive the wage enhancement of \$1.60 per hour. This provides an effective hourly wage of \$10.10.*

We are looking forward to the opportunity to continue building upon our initial discussions and share with you in more detail our security value program that is designed to fulfill your security goals for your internal and external clients at your location.

We are always available to answer any questions or to be of service, please call anytime. Thank you again for your recommendation for award.

Sincerely,  
  
Richard DeLong  
President

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

Corporation ☒ State of CA  
Partnership ☐ State of \_\_\_\_\_  
General ☐ Limited ☐  
Joint Venture ☐  
Individual ☐ DBA \_\_\_\_\_  
Limited Liability Company ☐ State of \_\_\_\_\_

**Composition of Ownership (more than 51% of ownership of the organization):**

**OPTIONAL**

**Ethnic (Check one):**

☐ Black ☐ Asian ☐ Other Non-white  
☐ Hispanic ☐ American Indian ☒ Caucasian

**Non-ethnic Factors of Ownership (check all that apply):**

☒ Male ☐ Yes - Physically Challenged ☒ Under 65  
☐ Female ☒ No - Physically Challenged ☐ Over 65

Is the firm certified as a Disadvantaged Business: ☐ Yes ☐ No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

☐ Yes ☒ No

Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

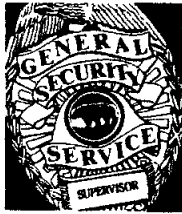
**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY  
CONTACTING 562-570-6200.**



SINCE 1944

LONG-BCH/LEGAL/CORP

## General Security Service, Inc.

14009 CRENSHAW BLVD.  
HAWTHORNE, CA 90250  
STATE LIC. NO. PPO6565

323-772-7377  
FAX 310-973-7627

### Minutes of Directors' Meeting of General Security Service, Inc.

In accordance with the bylaws, a general meeting of the board of directors of General Security Service, Inc., was held at its principal executive office at 14009 Crenshaw Boulevard, Hawthorne, California, 90250 on May 6, 2011 at 11 o'clock a.m.

The following director were present: Brian Hanhart

The following directors were absent: None

The chairman called the meeting to order and presided during its deliberations, and Maria Patricia Ramos acted as secretary of the meeting.

The secretary certified that the meeting had been duly called in accordance with the terms of the bylaws of the corporation, and by means of a notice, duly mailed in writing to the director of the corporation, in the manner provided for by the bylaws.

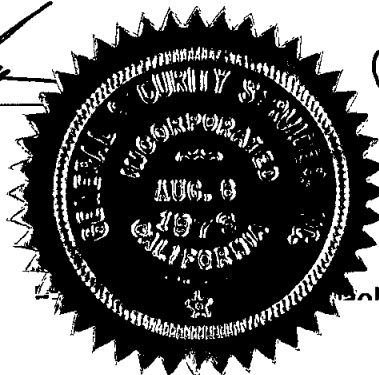
(1) RESOLVED that the following officers my sign on behalf of General Security Service, Inc. as it pertains to any and all business, including the execution of contracts, with the City of Long Beach, a government entity located in the State of California:

<u>Name</u>	<u>Title</u>
Brian Hanhart	Chief Executive Officer
Richard DeLong	President

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, the meeting adjourned.

Dated: May 6, 2011

  
Brian Hanhart, Chairman



  
Maria Patricia Ramos, Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 5, 2011 Before me, Brian Hanhart, CEO  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Brian Hanhart, CEO  
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER:

### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

## **INSTRUCTIONS TO BIDDERS**

### **1. PREPARATION OF BID:**

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### **2. EXAMINATION OF BID:**

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

### **3. CONDITIONS OF WORK:**

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### **4. DISCREPANCIES IN BID DOCUMENTS:**

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### **5. ORAL STATEMENTS:**

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### **6. BRAND NAMES AND SPECIFICATIONS:**

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

### **7. AWARD:**

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

### **8. PAYMENT:**

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### **9. SAFETY APPROVAL:**

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

### **10. BUSINESS LICENSE:**

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

## INSTRUCTIONS TO BIDDERS

### 11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

### 12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

### 13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

### 14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

### 15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

#### **SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black	( )	American Indian	( )
Hispanic	( )	Other Non-white	( )
Asian	( )	Caucasian	( )

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

### 16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

#### **SUBMIT TO:**

CITY OF LONG BEACH

**CITY CLERK**

333 WEST OCEAN BLVD, PLAZA LEVEL

LONG BEACH, CA 90802

**BID DUE DATE: March 29, 2011**

**TIME: 11:00 A.M.**

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

#### **A. COMMERCIAL (TERMS AND CONDITIONS, ETC)**

<u>YVONNE A. LUCAS</u>	<u>562/570-6039</u>
BUYER	TELEPHONE NUMBER

#### **B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)**

<u>SAME</u>	_____
DEPARTMENT CONTACT	TELEPHONE NUMBER

### 17. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 16.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

***CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.***

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

## **INSTRUCTIONS TO BIDDERS**

### **18. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES \_\_\_\_\_ NO \_\_\_\_\_

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

### **19. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

### **20. EQUAL BENEFITS ORDINANCE:**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

### **21. PERMITS, LICENSES, AND CERTIFICATES**

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all by-products, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly licensed facility.

## **CONTRACT – GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

## **CONTRACT – GENERAL CONDITIONS**

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

## **CONTRACT – GENERAL CONDITIONS**

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

## **CONTRACT – GENERAL CONDITIONS**

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

## **SPECIAL CONDITIONS**

### **CONTRACT**

The contract is for providing security guard services at various City of Long Beach sites.

### **CONTRACT PERIOD**

The term of the contract will be for one year and may be extended by mutual agreement for up to one (1) additional period of one (1) year in accordance with the terms and conditions stated herein. It is agreed that if the City intends to exercise an extension, the City shall notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. The City reserves the right to accept or reject any price increase. The following price increase information must be submitted by Contractor with bid.

Price increase shall not exceed 3 % during the first renewal period.

### **BASIS OF AWARD OF CONTRACT**

The City reserves the right to award, in whole or in part, portions of this bid to one or more suppliers.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

### **OPTIONAL PRE-BID CONFERENCE**

DATE: March 17, 2011  
TIME: 10:00 A.M.  
LOCATION: City of Long Beach  
333 West Ocean Blvd. 7<sup>th</sup> Floor  
Long Beach, CA 90802  
CONTACT: Purchasing Division  
(562) 570-6200

An optional pre-bid conference will be held for the purpose of answering questions. Any addendum to the bid as a result of the Pre-Bid Conference shall be posted on the Purchasing web page at: [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing). Addendums shall be posted up to a minimum of three business days prior to the bid closing date. Bidders must submit all addendums with their bids or the bid will be rejected.

## SPECIAL CONDITIONS

### BOND PROVISIONS

#### **BID BOND**

A ten percent (10%) Bid Bond or certified check payable to the City of Long Beach and drawn on a solvent bank of the United States of America, is required with the bid in accordance with bond instructions. The Bid Bond shall be submitted upon bid forms included herein as a guarantee that the bidder, if awarded a contract, will execute and deliver such contract to the City Purchasing Agent within ten (10) days after such contract is tendered to him. If the Bidder to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents within ten (10) days after the contract is tendered to him for signature, the City shall declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

Check ☐ Bid Bond is attached.

One: ☒ Certified Check Number 361747788 in the amount of \$ 50,000

In lieu of the satisfactory bidder's bond required, your attention is directed to one of the following bidder's bond on file in the Office of the City Clerk of the City of Long Beach, California.

Annual Bidder's Bond, City Bond Number \_\_\_\_\_ EM  
Continuous Bidder's Bond, City Bond Number \_\_\_\_\_ EM-C

Note: The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract.

#### **FAITHFUL PERFORMANCE BOND**

Contractor shall submit a Faithful Performance Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. The amount of the bond shall be **(Contractor shall complete)** \$ \_\_\_\_\_ **(which is 100% of the Contract amount)** and shall be submitted within ten (10) calendar days after notice of award. The bond shall be submitted on the form included herein or obtained at the Office of the City Purchasing Agent (address above).

#### **NOTARIAL ACKNOWLEDGEMENTS REQUIRED WITH BOND**

**Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety.** All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

## **SPECIAL CONDITIONS**

### **QUALIFICATIONS OF BIDDERS**

Each bidder shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing security guard services by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract.

### **REFERENCES AND QUALIFICATION REQUIREMENTS**

Bidder must present evidence indicative of its ability to provide and sustain the specified security services to the satisfaction of the City. Failure to include any of the following information may cause the bid to be deemed non-responsive if the City has no prior experience with bidder.

1. **Client References:** Bidder shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom bidder has provided similar services. The City intends to contact these customers to determine reliability, bidder's performance, service and other information.
2. **General Business Statement:** A statement of all of the important business activities of bidder's major business. This statement should emphasize the required minimum of two (2) consecutive years of recent experience in providing security services at similar sized facilities with similar service levels as those required for this Contract. Bidder shall guarantee that the actual on-site supervisor or foreman shall possess this experience.
3. **Work History:** In addition to **Client References**, list all contracts canceled or not renewed within the last three (3) years, giving reasons for cancellation or non-renewal. Give the names, street addresses and telephone numbers of canceled contract if listed.
4. **Proof of Insurability:** Submit letter of commitment from an insurance company, acceptable to the City, setting forth that adequate insurance coverage (as further described in the General Conditions hereof) will be available at the time of award of Contract. Letters of intent from insurance brokers will not be considered acceptable substitutes.
5. **Employees and Subcontractors:** Specify the number of current full-time and part-time employees and subcontractors.

## **SPECIAL CONDITIONS**

### **REQUIREMENT FOR SUPPLEMENTAL INFORMATION**

Following the evaluation of bid, and prior to any considerations of award, the apparent lowest responsible bidder(s) will be required to provide supplemental information such as number of employees, types of tools, and vehicles used under this contract to 1) evaluate the bidder's ability to fulfill the terms of the Contract, and 2) determine the relative values and benefits of utilizing in lieu of City staff.

### **REQUIREMENT FOR EMPLOYEE HEALTH INSURANCE**

Contractor shall provide health insurance to all full-time and part-time employees performing work under this Contract.

In lieu of providing health insurance to said employees, Contractor shall pay said employees \$1.60 per hour more than:

- 1) The Contractor pays to said employees at the time the Contract is awarded; or
- 2) \$1.60 per hour more than Contractor pays to its employees working under other City contract, if applicable; or
- 3) If neither #1 nor #2 apply, then Contractor shall submit records showing its regular hourly wage rates and its hourly wage rates with this wage enhancement.

With its bid, bidder shall submit a written statement as to how it will comply with this requirement and shall submit a copy of bidder's health insurance plan or, if bidder has no health insurance plan, then:

- a) For #1 above, a copy of bidder's payroll records showing the hourly rates of its employees; or
- b) For #2 above, payroll records for employees working on a current City contract (identifying the City Contract number); or
- c) For #3 above, the records identified in #3. A bid that fails to include this information will be rejected as non-responsive.

The City reserves the right to audit Contractor's books and records to ensure compliance with this requirement. After award of Contract, Contractor's failure to comply with this requirement may result in termination of the Contract.

## **SPECIAL CONDITIONS**

### **SUPPLEMENTAL CONDITIONS**

Item No. 7, page 4 of INSTRUCTIONS TO BIDDERS is amended as follows:

#### **Basis of Award of Contract**

The City reserves the right to award portions of this bid to one or more Contractors.

When a facility is identified as part of a group of facilities, those facilities contained in that group shall be bid as one unit and shall be awarded to one Contractor.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

In case of error in extension of unit prices, the unit price shall govern.

If any information in the Bidder's bid is proprietary, it must be identified and marked as such.

### **LICENSE**

Contractor shall possess, maintain and provide information regarding licensing as required by the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services, at the time of the bid opening and during the term of the Contract.

State of California Security Services License No. PPD 6565  
Date of Expiration MAY 31, 2011

### **INSURANCE**

Item No. 30, page 9 of CONTRACT-GENERAL CONDITIONS is amended as follows:

- (4) Blanket Employee Dishonesty Bond in an amount not less than \$50,000. The City, its officials, employees and agents shall be named as additional insured under this bond.
- (5) A surety bond covering pecuniary loss, damage, or theft sustained by the City related to the security guard service, its employees or agents. The bond, in an amount not less than \$10,000 per employee or \$50,000 per firm, shall jointly and severally name the City as obligee. The bond must be issued by the surety company currently licensed to write surety bonds in California or currently be listed in the U.S. Department of the Treasury's Listing of Approved Sureties. Securities or an irrevocable letter of credit (LOC) may be substituted at the sole discretion of the City Purchasing Agent.

## **SPECIAL CONDITIONS**

### **AMENDMENTS TO INCREASED EXPENDITURES**

Item No. 26, page 8 of Contract - General Conditions is amended as follows:

The City reserves the right to exercise, at its option, an increase in expenditures by **twenty-five (25) percent** annually, but the City does not guarantee such an increase.

### **FUTURE AMENDMENTS**

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Council and executed by the Contractor and the City.

### **SITE INSPECTION**

Bidders shall examine the locations, physical conditions and surroundings of the proposed work sites to determine the extent to which these factors will influence or effect performance of work. Failure to inspect sites shall not relieve Contractor from fulfilling the obligations of the Contract.

The City shall assume that bidders have investigated and are satisfied with the expected condition and the requirements of these specifications. The cost of all necessary work, materials, supplies, equipment, and other items shall be included in the prices bid. No other costs or charges shall be made unless stated in the Contract specifications.

### **BLANKET PURCHASE ORDER (BPO) / AUTHORIZED PERSONNEL**

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Payment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by the using department. Contractor must reference BPO release number and not the BPO number on all invoices.

### **PAYMENT FOR SERVICES**

The Contractor shall submit an original invoice and two (2) copies to the City of Long Beach Accounts Payable and one (1) copy to each City Representative of a facility or section of facilities. Said invoice shall include all required certifications and reports as specified herein.

Contractor shall submit an invoice for work performed during the preceding month. The invoice shall be submitted, in arrears, on or before the fifth (5<sup>th</sup>) day of each month in

## **SPECIAL CONDITIONS**

the amount of one-twelfth (1/12) of the total Contract price for the period covering the preceding month.

The City will pay said invoice in due course of payments, usually no more than thirty (30) days after receipt of the invoice, providing that all work performed during the preceding month has been in accordance with these specifications.

In the event the City transfers title or maintenance responsibility for a portion of a facility described herein, this Contract shall continue in full force and effect, except that said portion, at the discretion of the City, may be deleted from the Contract and the Contract price shall be reduced pro rata.

### **PAYMENT DEDUCTIONS / CONTRACTOR'S NON-COMPLIANCE**

Payments shall be made for monthly services completed in accordance with tasks identified in each "Bid Section" hereof for each City facility. No payments shall be made for non-performance of services.

If, in the judgment of the City, Contractor is deemed in default, the City at its option in addition to, or in lieu of, other remedies provided herein, may withhold payment or deduct from Contractor's invoice for work not performed. The City will give notice describing deficient work or work not performed and the amount to be withheld or deducted from payments.

Notwithstanding anything to the contrary printed on the City's Purchase Order, the Contract may be terminated in accordance with and as described in "Default By Contract / Termination", upon Contractor's failure to correct deficiencies in a timely manner.

### **DEFAULT BY CONTRACTOR / TERMINATION**

Notwithstanding and in addition to "Payment Deduction / Contractor's Non-Compliance" described previously, the City may terminate this Contract without liability for damages when, the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) working days notice given by the City to do so.

If the City terminates the Contract, the City will give notice to that effect to the Surety and Surety shall, within five (5) business days after delivery of the notice, assume control and perform the work as successor to the Contractor, and shall be paid by the City for all work performed.

If the Surety does not comply with such notice within said five (5) day period or, after starting to comply, fails to continue, the City may exclude the Surety and the Contractor

## **SPECIAL CONDITIONS**

from all City facilities and have the work completed by City employees, by another contractor, or by a combination of such methods.

All costs incidental to the default of the Contractor shall be charged to the Contractor and the Surety, and may be deducted from any monies due the Contractor. Surety shall pay, within fifteen (15) calendar days after receipt of an invoice, all such incidental costs less any amount deducted from monies due.

## **CONTRACT ENFORCEMENT**

In the event the City commences legal proceedings for the enforcement of the Contract and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

## **TEMPORARY SUSPENSION OF WORK**

The City's representative(s) shall have the authority to suspend work by the Contractor, wholly or in part, for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions or failure to perform in accordance with the Contract.

The Contractor shall request permission of the City's representative(s), during City business hours, to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to facilities.

## **SUBCONTRACTING**

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract.

In the event the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to, be binding upon, and inure to the benefit of the assigns, successors or administrators of the respective parties.

In the event that the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

## **SPECIAL CONDITIONS**

Contractor shall indemnify, defend, and hold harmless the City its officials, employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

### **INDEPENDENT CONTRACTOR**

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the City and Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of workers' compensation, employees solely of Contractor and not of the City. The Contractor shall bear the sole responsibility, liability and cost for furnishing Workers' Compensation benefits to Contractor's employees for injuries arising from or connected with services provided to the City hereunder.

### **VALIDITY**

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

### **NON-INTERFERENCE**

The Contractor shall not interfere with the public use of the sites and shall conduct its operations as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the services are performed.

### **COMPLIANCE WITH LAWS**

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and Contractor's performance.

If any discrepancy of inconsistency in relation to any such law, ordinance, regulation, order or decree should be discovered in the Contract, or which may become effective before the expiration of the contract, the Contractor shall report the same in writing to the City.

### **SERVICES**

The Contractor shall provide the labor, materials, and equipment necessary for security guard services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

## **SPECIAL CONDITIONS**

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor on all matters affecting work hereunder. Should this individual change, the City's representative(s) must be notified in writing within five (5) days after the change.

### **CONTACT WITH MINORS**

Contractor providing services at any City location shall provide the City with a list of all persons over the age of eighteen (18) who will be actually working at such locations. State law requires that the Contractor fingerprint all such persons and shall obtain criminal history information pursuant to California Penal Code 11105 or 13100 for each individual. Prior to the award of the Contract, Contractor shall provide written verification that all such persons have not been convicted of any offense involving moral turpitude, nor any offense as specified in Penal Code 11105.3 (g), nor any offense relating to the type of services to be performed as determined by the City. Contractor shall pay the costs incurred with the fingerprinting and obtaining the criminal history information. Any misrepresentations or failure to comply with the requirements stated herein shall constitute a breach of the Contract giving City the right to terminate the Contract immediately. The Contractor shall indemnify City for any such breach of this Section.

### **LOCK AND KEYS**

Access to City facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the City's representative(s). Access may include special instructions about security systems installed at facilities. The Contractor shall take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times.

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall be responsible for the proper use and safe keeping of all keys issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys to the City's representative(s) within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse the City for the total cost, as determined by the City, of re-keying the facility or duplicating additional keys.

Upon termination or expiration of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the City.

California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a fine of \$500.00, or both.

## **SPECIAL CONDITIONS**

### **VANDALISM**

Contractor shall report any damage to City property, including but not limited to, vandalism, acts of God, and third party negligence to the site representative.

### **INQUIRIES AND COMPLAINTS**

The Contractor shall maintain an office located within one (1) hour's response time of the facilities to be serviced hereunder and shall maintain a telephone there, listed in the telephone directory in its own name or in the firm's name by which it is most commonly known. During the daily hours of security services, the Contractor shall have some responsible person, who is proficient in English, employed to take the necessary action regarding all inquiries and complaints that may be received from the City. An answering service shall be considered an acceptable substitute to full-time coverage, provided that Contractor is advised of any complaint within one (1) hour after receipt of such complaint by the answering service.

During normal working hours, the Contractor's Supervisor or an employee of the Contractor who is responsible for providing security services shall be available for notification through electronic communications.

### **HOURS AND DAYS OF SECURITY SERVICES**

The Contractor shall perform services in accordance with pre-approved schedules during City business or non-business hours, depending on the needs of each facility. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative of any problems or service interruptions within twenty-four (24) hours or on the next business day.

The contractor may be asked to provide security guard services on an "as needed basis". The "minimum hours required" will be what the contractor will be paid when a City department needs security guard services that are not scheduled. Contractor is requested to provide a minimum hours required per call on the bid section of this document. In addition, state the number of hours or days lead time required in order to fulfill "as needed" requests.

The City will pay the Contractor "overtime" only after eight (8) hours of work performed by one security guard. Contractor shall state their overtime rate on the bid section of this document.

The basic daily hours of service for each City facility are identified in each "Bid Section". The Contractor shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the City.

## **SPECIAL CONDITIONS**

### **CONTRACTOR'S VEHICLES**

The Contractor shall clearly identify and equip each vehicle used at City facilities with decals or magnetic signs on the exterior right and left front door panels identifying the Contractor's name and phone number. No other commercial advertising shall be allowed upon the vehicles, equipment, staff, or posted at the facilities under this Contract. These requirements shall also apply to all sub-contractors.

All vehicles used shall be in "good repair" and shall present a clean, professional appearance. Contractor's vehicles, and equipment, shall not be allowed to deposit oil, fluids, litter, foreign substances, or other debris on the premises where services are performed. The City reserves the right to require the Contractor to install "diapers" on any and all vehicles utilized, or remove vehicles from the premises until repaired to the satisfaction of the City.

### **CONTRACTOR'S STAFF**

The City may, at any time, give the Contractor notice to the effect that the conduct or action of designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City or public. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City or public.

The Contractor shall establish an identification system for personnel assigned to the facilities, which clearly indicates to City employees and the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges as specified by the City.

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards.

The City shall approve the Contractor's uniform.

The City expects the Contractor's staff to turn into City representative(s) (Contract Monitor) all items that have been lost or misplaced by the general public, regardless of perceived value. The Contractor shall communicate this expectation to all employees.

## **SPECIAL CONDITIONS**

### **MANAGEMENT AND SUPERVISION**

The Contractor shall provide fully trained and qualified personnel. The activity of Contractor's personnel will be closely monitored by City representative(s) at each site to detect operational irregularities and non-compliance with contractual requirements.

It is the responsibility of Contractor's executive, management, and supervisory staff to oversee the activities of its staff, throughout the range of its activities.

The Contractor's supervisory and management staff shall be fully versed in this Contract. An outline of the task requirements and schedule for each facility shall be kept with each crew. If any task cannot be thoroughly completed within the Contract schedule time line, the City shall be immediately notified.

### **GENERAL REQUIREMENTS**

Contractor shall be a State of California approved Private Patrol Operator (PPO). State licensing must be maintained during the term of the Contract.

Contractor shall furnish trained, licensed, uniformed security personnel in accordance with the schedules established by the City of Long Beach. Security guards shall not carry firearms while at City facilities except when authorized.

Security guard uniforms must identify the Contractor by company name, badge, and/or logo. The employee's name shall be affixed to the uniform either by nametag or sewn to the uniform. Security guards shall be in full uniform at all times while on duty at the City's facilities.

Duties shall include patrolling all interior and exterior public and non-public areas and parking lots, and performing all other and related tasks associated with security service according to the City's needs as directed by the City of Long Beach contact personnel. Contractor must coordinate with City personnel to ascertain required duties and responsibilities and schedule of same.

Contract shall provide trained security personnel who have been with the company for not less than three months or 160 hours and have experience in dealing with the public. The City of Long Beach reserves the right to conduct an interview with each employee selected by the Contractor for placement at a City Facility and to recommend to the Contractor those individuals who are deemed suitable. Contractor shall make available to the City requested documentation regarding the employee to verify they meet the City's requirements and qualifications. The City reserves the right to accept or reject applicants presented by the Contractor. Lunch and breaks are unpaid.

Contractor shall assign individuals on a permanent basis. Contractor shall assure that coverage is provided in the event of employee illness, absences, no-shows, vacations or other reasons, which would result in lack of coverage during the required hours.

## **SPECIAL CONDITIONS**

All unarmed guards must be licensed by the State of California. No guard assigned to this contract shall work more than 12 hours in any 24 hour time period.

The City of Long Beach shall have the authority, by written request, to order the Contractor to remove from work at the City's facilities such employee or employees of the Contractor as the City of Long Beach may deem incompetent, careless, or insubordinate.

Guards assigned to this Contract must have completed the Peace Officers Standard Training (POST) for Security Officers and possess a completion certificate. In addition, they shall be trained in human relations, cultural sensitivity, communication skills, crowd control, criminal and civil law, and apprehension and detention techniques when required.

Contractor shall provide verification with bid that they have an on-going drug testing program for new and current employees.

The following minimum personnel requirements shall be met:

- Minimum age of 21.
- No record of felony convictions.
- General good health as determined by a licensed medical practitioner.
- Be able to read, write, and speak English, including the ability to prepare legible written reports, which convey information in narrative or numerical format.
- Applications and employee records must be available to the City for review, to include any necessary background investigations, examinations or tests used in determining personnel suitability for employment under this contract.

Contractor shall provide to the facility contact person written incident reports on a daily basis. The report shall contain accounts of any security incident or accident and shall include the names, address, phone numbers, and information for all persons involved.

Guards shall maintain a log book and report any and all incidents to the Contractor's dispatch office, police department, and appropriate City of Long Beach contact personnel as previously identified above. City contact personnel shall provide phone numbers for emergency and off hours contact. Contractor shall provide phone numbers for emergency and off hours contact.

Contractor's dispatch office shall immediately report all incidents to the police department and City contact personnel as required.

Contractor shall be held liable for all actions of their employees. Contractor shall cooperate fully with the City investigations of misconduct by their employees. City reserves the right to terminate the Contract when, in City's sole opinion, there has been excessive theft of or damage to property which occurs during the hours that Contractor has guards on duty at the facilities subject to this Contract.

## **SPECIFICATIONS**

### **DESCRIPTION OF SERVICES REQUIRED**

Provide Security Guard Services for the City of Long Beach Health and Human Services, Community Development, Library Services and Parks Recreation and Marine Facilities. The primary role of the security guard is to ensure the safety and security of property, buildings and any employees or visitors at the various locations. The facilities are as follows:

**A) Health and Human Services Sites**

1. Main Health Facility  
2525 Grand Avenue
2. WIC  
17 East Market Street
3. West Facilities Center  
2125 Santa Fe Avenue

**B) Community Development Sites:**

1. Housing Authority Bureau  
521 E. 4<sup>th</sup> Street
2. Career Transition Center  
3447 Atlantic Avenue
3. Youth Opportunity Center  
350 Long Beach Blvd.
4. Neighborhood Resource Center  
425 Atlantic Avenue

**C) Library Services Sites:**

1. Burnett Library  
560 E. Hill Street
2. Mark Twain Library  
1401 E. Anaheim Street
3. North Library  
5571 Orange Avenue

**D) Parks, Recreation and Marine Sites on an as needed basis.**

## **SPECIFICATIONS**

Additional locations may be added during the Contract period at which time costs for services will be negotiated utilizing the hourly rate stated in the bid section (page 33) for the additional locations.

### **SPECIFIC REQUIREMENTS**

#### **A) Health and Human Services Sites:**

1. Guards must be unarmed and licensed for Baton, Mace II, and Mace III use.
2. Each guard must be "radio equipped" with an extra radio supplied for designated personnel of the Department of Health and Human Services for communication purposes (Up to two may be required).
3. Security services are required Monday through Friday from 6:00 a.m. to 10:00 p.m., and on Saturdays from 7:00 a.m. to 2:00 p.m. at Main Health Facility. West Facilities Center hours are 9:30 a.m. to 5:30 p.m., Monday through Friday. WIC Center hours are 1:00 p.m. to 6:00 p.m., Monday through Thursday and 11:30 a.m. to 4:30 p.m., Friday.
4. Specific guard duties shall include, but are not limited to the following:
  - a. Monitor parking lot for cars parked in reserved spaces, fire lanes or otherwise improper parking, and for solicitors, vendors, loiterers, and those distributing leaflets without approval.
  - b. Assure proper conduct of clients and visitors inside and outside of the building, including restrooms.
  - c. Crowd control for WIC Center.
  - d. Hazards including water on the floor areas, blockage of clinic doors, stairways, main entrance doors, etc.
  - e. Fire evacuation procedures.
5. Facility Contact:

#### **B) Community Development Sites:**

1. Guard must be unarmed and licensed for Baton, Mace II, and Mace III use.
2. Each guard must be "radio equipped" with an extra radio supplied for designated personnel of the Department of Community Development for communication purposes (up to four may be required).
3. Shared security services of one security guard are required for the Housing Authority and the Neighborhood Resource Center Monday through Thursday from 7:00 a.m. to 7:00 p.m. and Friday from 7:00 a.m. to 5:00 p.m. Hours of guard service needed may also be modified or reduced with notice in

## **SPECIFICATIONS**

advance from the Housing Authority or Neighborhood Resource Center when both offices are closed (e.g. department-wide trainings).

In addition, security guard service may be requested in advance for additional hours as needed on weekdays until as late at 10:00 p.m. and on weekends from as early as 7:00 a.m. until as late as 6:00 p.m. Unless requested in advance, guard service is not needed for these shared locations on all City-recognized holidays. As a result, an estimated 20 to 60 hours of additional guard services will be required per month for the Neighborhood Resource Center and the Housing Authority. Contractor is requested to provide the Cost Per Hour specific to these locations on the bid section of this document. The requirement stated in "Hours and Days of Security Services" for "minimum hours" on an "as needed basis" shall not apply to the additional hours at the Housing Authority and the Neighborhood Resource Center. The City will not pay the overtime rate at the Housing Authority and Neighborhood Resource Center, but instead will pay the rate for additional guard services.

4. Specific guard duties shall include an understanding of the facilities' fire evacuation procedures.
5. Facility Contact: Tom Papademetriou (562) 570-6166 for Housing Authority, Bryan Rogers (562) 570-3701 for Career Transition Center and Youth Opportunity Center, and Margaret Madden (562) 570-1010 for the Neighborhood Resource Center.
6. The Neighborhood Resource Center and the Housing Authority invoice shall be billed on two separate invoices that equally bill one-half of the entire costs for security services at both sites. The invoices shall be mailed together along with a copy of the schedule of the hours security services were provided for each day during that billing period.

The following requirements apply specifically to the duties to be performed for the Neighborhood Resource Center:

1. Maintain a high visible security presence including conducting foot patrols in and around the property.
2. Particular attention will be paid to the City employees' and visitors' cars that are parked behind the building to deter loitering, vehicles tampering, theft, and vandalism.
3. Maintain radio communications with City employees working inside via handheld radio. They will call via this radio if they need assistance escorting a subject(s) out of the building, or to identify suspicious persons.
4. Escort City employees and visitors to their vehicles after hours.

## **SPECIFICATIONS**

5. Escort subjects off the property that are loitering, sleeping, causing a disturbance, using drugs, urinating in public, panhandling, or conducting other unlawful business on the property. Contact police for assistance with uncooperative or aggressive persons as needed.
6. In the event that there is a serious event on the property requiring security intervention (including police calls for service, arrests, disturbances), the guard must write an incident report to reflect that activity and provide a copy to the Neighborhood Resources Officer.
7. Each guard will check-in at the front desk at the beginning of each shift.
8. Each guard will make sure the radios are on the same channel to ensure constant communication.
9. Each guard will test their radio with the Neighborhood Resource Center radio periodically and at the beginning and end of every shift to ensure they are working properly.
10. The guards will check-in with the Neighborhood Resource Center front desk every thirty minutes.
11. Guards will be alert to the surrounding neighborhood and contact police, Graffiti Hotline, City Light and Power or other City offices as needed when illegal and/or suspicious activities occur off the premises including public drinking, urination and defecation, (especially in the alley behind the site), loitering, panhandling, and sleeping on the public sidewalk and alleyway or when they spot graffiti, or burned out street lights.
12. Guard will be alert of unlocked/open access to the site and notify Neighborhood Resource staff.
13. Contractor will notify guard of changes made when guard's scheduled hours are modified at Neighborhood Resources Center's request.
14. Direct visitors as to where and how to park as parking lot becomes filled.
15. Each new guard shall be provided with a copy of these post orders and the first day of his/her shift and shall receive training or instruction from the Contractor prior to working shift alone.

## **SPECIFICATIONS**

The following requirements apply specifically to duties to be performed for the Housing Authority Bureau:

1. Guard may be asked to perform minor clerical duties, including but not limited to, directing clients to the appropriate desk or office, answering the telephone, taking messages, use of City's E-Mail system to relay messages, etc.
2. The guard shall assist with angry, difficult or threatening clients and protect people and property. The guard shall be seated at the reception desk in the second floor lobby. The guard shall smile and provide a pleasant greeting to all people entering the floor, including both staff and clients.
  - a. In case of an incident, the guard shall use the silent alarm to call Building Security.
  - b. In case of an emergency, the guard shall use the telephone to call 911.
3. The guard may be asked to assist with irate customers in interview booths, rear offices and on the third floor.
4. Duties shall include, but are not limited to:
  - a. Greet customers and ask how they may help them.
  - b. Ask Housing Authority clients if they have an appointment. If yes, ask them to sign in and be seated. If no, give them a number and ask them to be seated.
  - c. Assure that clients in the waiting area are not consuming food or beverages, except infants.
  - d. Only escorted guests may go to the rear offices. Call to announce a guest and get an escort.
  - e. Answer telephone calls when staff is away from the desks; offer to take a message.

The guard shall report hazardous situations or maintenance problems to appropriate personnel and the on-site supervisor.

The following requirements apply specifically to duties to be performed for the Career Transition Center and Youth Opportunity Center:

1. Guard shall make presence known throughout facilities, including building office areas, common areas, and parking areas.
2. Guard may assist in light reception duties, including but not limited to, assisting customers in locating offices, relaying of messages, answering the switchboard after hours and possibly utilizing the City's e-mail system as a means for relaying messages.

## **SPECIFICATIONS**

3. Guard shall assist with angry, difficult or threatening customers, and ensure the security of buildings, equipment and parking areas.
4. Guard shall work closely with administrative staff in reporting accidents and emergencies and, in the case of the Career Transition Center, shall be equipped with two-way radios provided by the contractor, to communicate with reception staff.
5. The guard shall assist with angry, difficult or threatening clients and protect people and property. The guard shall be seated at the reception desk in the second floor lobby. The guard shall smile and provide a pleasant greeting to all people entering the floor, including both staff and clients.
  - a. In case of an emergency, the guard shall use the telephone to call 911.
6. Guards will be allowed a one-hour lunch break, which may be taken off-site.

## **SPECIFICATIONS**

**BID SECTION**

BID TO PROVIDE SECURITY GUARD SERVICES AT VARIOUS CITY OF LONG BEACH SITES.

---

WE ARE PLEASE TO SUBMIT OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID TERMS, CONDITIONS AND SPECIFICATIONS TO PROVIDE THE FOLLOWING SERVICES.

---

**SUMMARY OF BID ITEMS**

	Location	Days	Hours	No. Guards Per Shift	Non-Holiday Cost Per Hour	Holiday Cost Per Hour
01	Main Health Facility 2525 Grand Avenue Long Beach, CA	Monday – Friday	6:00am – 10:00pm	1	\$ 13.95	\$ 20.93
02	WIC 17 East Market Street Long Beach, CA	Monday – Friday	6:00am – 6:00pm	1	\$ 13.95	\$ 20.93
03	West Facilities 2125 Santa Fe Avenue Long Beach, CA	Monday – Friday	9:30am – 5:30pm	1	\$ 13.95	\$ 20.93
04	Career Transition Center 3447 Atlantic Avenue Long Beach, CA	Monday – Saturday	6:30am – 9:30pm	1	\$ 13.95	\$ 20.93
05	Youth Opportunity Center 350 Long Beach Blvd. Long Beach, CA	Monday – Friday	7:30am – 6:15pm	1	\$ 13.95	\$ 20.93
06	Neighborhood Res. Ctr. 425 Atlantic Ave. Long Beach, CA	Monday – Thursday	7:00am – 7:00pm	1	\$ 13.95	\$ 20.93
07	Housing Authority Bureau 521 E. 4 <sup>th</sup> Street Long Beach, CA	Friday	7:00am – 5:00pm	1	\$ 13.95	\$ 20.93

**BID SECTION**

	Location	Days	Hours	No. Guards Per Shift	Non-Holiday Cost Per Hour	Holiday Cost Per Hour
08	Library Services Burnett Long Beach, CA	Tuesday – Saturday	10:00am – 8:00pm	1	\$ 13.95	\$ 20.93
09	Library Services Mark Twain Long Beach, CA	Monday – Saturday	10:00am – 8:00pm	1	\$ 13.95	\$ 20.93
10	Library Services North	Monday – Saturday	10:00am – 8:00pm	1	\$ 13.95	\$ 20.93

Minimum Hours Required Per Call 2

Number 8 (Hours or Days Lead Time) (Circle Hours or Days)

Overtime Rate 20.93

Hourly Rate for Additional Locations 13.95

Hourly rate for armed guard: \$ 15.35

Non-holiday cost per hour \$23.03

Holiday cost per hour \$23.03

(To Be Filled In When Surety Is A Corporation)

**BIDDER' S BOND**

**CITY OF LONG BEACH**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation, organized and existing under and by virtue of the  
laws of the State of \_\_\_\_\_, with its principal place of business in the City of \_\_\_\_\_  
\_\_\_\_\_, State of \_\_\_\_\_, with a paid up capital of not less than Two Hundred  
Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or  
becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied  
with all of the requirements of law of the State of California regulating the formation of admission of such  
corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a  
municipal corporation, organized under the laws of the State of California, and situated in the County of Los  
Angeles, in the sum of \_\_\_\_\_  
\_\_\_\_\_, Dollars (\$ \_\_\_\_\_), lawful money of the United States of America,  
for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

\_\_\_\_\_

\_\_\_\_\_

If the bid of said Principal hereto attached shall be accepted by the City of Long Beach and the contract  
for delivery of goods, material, equipment or supplies, or for the furnishing of services, materials, supplies, labor  
and performing work, all as specified in the specifications, notice inviting bids and bid, be awarded to the Principal,  
and if Principal shall enter into a contract therefore with the City of Long Beach within ten (10) days after the  
contract is delivered to Principal for signature, and Principal shall, in connection with said contract, furnish and  
deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting  
bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with surety  
or sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

\_\_\_\_\_  
Name of Principal – Typed

By: \_\_\_\_\_  
Signature of Principal's Officer

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature of Surety's  
Attorney-In-Fact

(Principal and Surety Shall Attach Notary's Certificate of Acknowledgement of Execution)

BID NO: PA 01411  
BOND NO: 1058651

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS: That we, General Security Service, Inc.  
as **PRINCIPAL**, and LEXON INSURANCE COMPANY, located at 10002  
Shelbyville Rd., Louisville, KY 40223, a corporation, incorporated under the laws of the  
State of Texas, admitted as a surety in the State of California and authorized to transact business in the State of California, as  
**SURETY**, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of  
Three Hundred Seventy Five Thousand Dollars and no/100 DOLLARS  
(\$ 375,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind  
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with  
said City of Long Beach for the  
Security Services for the City of Long Beach CA  
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and  
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this  
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the  
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of  
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other,  
shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or  
assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or  
forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of  
said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to  
the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature  
payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all  
of the formalities required by law on this 7th day of July, 20 11.

General Security Service, Inc.

**CONTRACTOR / PRINCIPAL**

By: Brian Hanhart

Name: Brian Hanhart

Title: CEO

By: Richard DeLong

Name: RICHARD DELONG

Title: PRESIDENT

LEXON INSURANCE COMPANY

By: William Michael O'Connell

Name: William Michael O'Connell

Title: Attorney-in-Fact

Telephone: (303) 256-6492

Approved as to form this 8th day of July, 20 11

Robert E. Shannon, City Attorney

By: Debra Gault

Deputy

Approved as to sufficiency this 11 day of July, 20 11

By: Assistant City Manager

Assistant City Manager

City Manager / City Engineer

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's  
certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif.  
Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

# All-purpose Acknowledgment California only

State of California

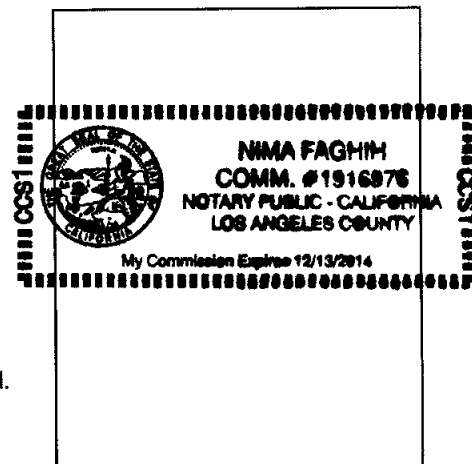
County of Los AngelesOn July 8 2011 before me, Nima Faghim Notary Public (here insert name and title of the officer),personally appeared Brian Hanhart & Richard DeLong

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Notary Seal



STATE OF COLORADO }  
COUNTY OF DENVER } SS.  
On JULY 7TH, 2011, before me, MONA D. WEAVER  
PERSONALLY APPEARED WILLIAM MICHAEL O' CONNELL

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Mona D. Weaver*

*This area for Official Notarial Seal*

My Commission Expires  
10/27/2013

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

#### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



SINCE 1944

LONG-BCH/LEGAL/CORP

## General Security Service, Inc.

633 N. Marine Avenue  
Wilmington, CA 90744  
State Lic. No. PPO6565

323-772-7377  
Fax 310-973-7627

### Minutes of Directors' Meeting of General Security Service, Inc.

In accordance with the bylaws, a general meeting of the board of directors of General Security Service, Inc., was held at its principal executive office at 14009 Crenshaw Boulevard, Hawthorne, California, 90250 on May 6, 2011 at 11 o'clock a.m.

The following director were present: Brian Hanhart

The following directors were absent: None

The chairman called the meeting to order and presided during its deliberations, and Maria Patricia Ramos acted as secretary of the meeting.

The secretary certified that the meeting had been duly called in accordance with the terms of the bylaws of the corporation, and by means of a notice, duly mailed in writing to the director of the corporation, in the manner provided for by the bylaws.

(1) RESOLVED that the following officers my sign on behalf of General Security Service, Inc. as it pertains to any and all business, including the execution of contracts, with the City of Long Beach, a government entity located in the State of California:


Name  
Brian Hanhart  
Richard De Long

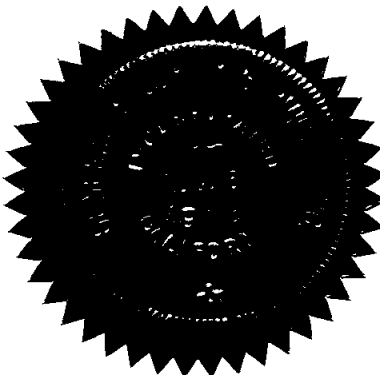
Title  
Chief Executive Officer  
President

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, the meeting adjourned.

Dated: May 6, 2011

  
Brian Hanhart, Chairman

  
Maria Patricia Ramos, Secretary



**Lexon Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: **William Michael O'Connell** \*\*\*\*\*

\*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 8,700,000.00 Eight million seven hundred thousand dollars \*\*\*\*\* dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



**LEXON INSURANCE COMPANY**

BY

David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

**"OFFICIAL SEAL"**  
**MAUREEN K. AYE**  
Notary Public, State of Illinois  
My Commission Expires 09/21/13

Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 7th Day of July, 2011.



Donald D. Buchanan  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."**

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City of Long Beach, CA

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**Commonly Made Errors**

The following are commonly made errors when submitting a bid to the City of Long Beach:

It is essential that all requirements of the bid are completed as specified.

- Instructions concerning signatures (page 2 on bid) are NOT followed.
- **Bid must be signed by two corporate officers if the bidder is a corporation unless accompanied by a corporate resolution.**
- All pages of the Invitation to Bid are not returned as required.
- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.  
**NOTE:** Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietary (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Invitation to Bid is submitted).  
**NOTE:** Bid Bonds require only two acknowledgments; one for the Principal (company submitting the bid), and one for the Surety (bonding company).
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Invitation to Bid does not match the title shown on the Notarial Acknowledgment; (i.e., the signature on the Invitation to Bid appears to be the President. The same signature appears on the Notarial Acknowledgment, but the title differs (Vice President).
- The person that signed the Invitation to bid differs from that of the Notarial Acknowledgment.
- When references are required, they are not submitted with bid.
- Bids are not submitted on time (11:00 am) to the proper location (City Clerk's Office - Plaza Level of City Hall).
- Contractor does not allow for firm pricing when submitting Invitation to Bid as required.
- The Invitation to Bid is not signed.

## **EQUAL BENEFITS ORDINANCE DISCLOSURE**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

### **The EBO is applicable to the following employers:**

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### **Compliance with the EBO**

## **EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE**

### **Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: General Security Service, I Federal Tax ID No. [REDACTED]  
Address: 633 N. Marine Ave.  
City: Wilmington State: CA ZIP: 90744  
Contact Person: Brian Hanhart Telephone: (323) 772-7377  
Email: bhanhart@gss1944.com Fax: (310) 973-7627

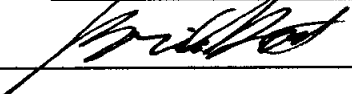
### **Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.        Yes        No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?        Yes        No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
       Yes        No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
       Yes        No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  
       Yes        No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Brian Hanhart Title: CEO

Signature:  Date: 04/05/11

Business Entity Name: General Security Service, Inc.

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_\_ Yes \_\_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 5 day of APRIL, 2011, at HAWTHORNE, CA

Name BILLAW HANNAH

Signature [Signature]

Title CEO

Federal Tax ID No. [Redacted]



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

PURCHASING DIVISION

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

**ADDENDUM NO. 1**  
**PA-01411**  
**SECURITY GUARD SERVICES**

March 10, 2011

To All Prospective Bidders:

This addendum includes the following:

- 1) Revised page 11; Pre-Bid Conference is **mandatory** (see Attachment)
- 2) The SBE Program is not in effect; disregard all SBE Program information.

Attachment

Please acknowledge receipt of this addendum by signing and including with bid.

 04/05/11  
\_\_\_\_\_  
AUTHORIZED SIGNATURE AND DATE

Brian Hanhart, CEO  
\_\_\_\_\_  
PRINTED NAME AND TITLE

General Security Service, Inc.  
\_\_\_\_\_  
COMPANY



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

PURCHASING DIVISION

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

**ADDENDUM NO. 2**  
**PA-01411**  
**SECURITY GUARD SERVICES**

March 17, 2011

To All Prospective Bidders:

This addendum includes the following:

- 1) Mandatory pre-bid conference sign-in sheet (attached)
- 2) Hours to be provided in subsequent Addendum.
- 2) Instructions regarding additional questions:

Additional questions may be submitted in writing to:  
[yvonne.lucas@longbeach.gov](mailto:yvonne.lucas@longbeach.gov) by March 17, 2011 at 5:00 P.M.  
Responses to questions will be posted as an Addendum on the City's website:  
[longbeach.gov/purchasing](http://longbeach.gov/purchasing) by March 22, 2011 at 5:00 P.M.

Attachment

Please acknowledge receipt of this addendum by signing and including with bid.

 04/05/11  
AUTHORIZED SIGNATURE AND DATE

Brian Hanhart, CEO  
PRINTED NAME AND TITLE

General Security Service, Inc.  
COMPANY



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

PURCHASING DIVISION

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

**ADDENDUM NO. 3  
PA-01411  
SECURITY GUARD SERVICES**

March 22, 2011

To All Prospective Bidders:

This addendum includes the following:

Responses to questions will be posted as an Addendum on the City's website:  
[longbeach.gov/purchasing](http://longbeach.gov/purchasing) by March 23, 2011 at 5:00 P.M.

Please acknowledge receipt of this addendum by signing and including with bid.

04/05/11

AUTHORIZED SIGNATURE AND DATE

Brian Hanhart, CEO  
PRINTED NAME AND TITLE

General Security Service, Inc.  
COMPANY



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

PURCHASING DIVISION

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

## **ADDENDUM NO. 4 PA-01411 SECURITY GUARD SERVICES**

March 23, 2011

To All Prospective Bidders:

This Addendum includes the following questions and answers:

Question: will City be responsible for Performance Bond cost? The cost for \$ 500,000.00 Bond will be between \$9,000 to \$ 12,000 a year.

Answer: No.

Question: Will this bid be awarded based only on the lowest cost? If not, do you have an Evaluation Criteria?

Answer: Per the bid selection process, **BASIS OF AWARD OF CONTRACT**, the bid will be to the lowest responsible bidder.

Question: Since this project is a Bid not a RFP, does City has any established measures or guidelines to prevent loss leadre proposers (bid below cost). ( this is contractors responsibility to prevent loss leadre, in this case contractor is the City of Long Beach)

Answer: The City will conduct a thorough review and analysis of all submitted bids to gain full conformity of bid specification.

Question: Could you please clarify as what happend to your previous contractor (Contact security)? Why city has an interime security company now (Heritage)? Was it a failure of previous contractor due to poor service performance or did they not meet the financial obligations

Answer: Due to contract authority limits the City initiated an interim PO with a security services provider. There were no issues of performance with the previous provider.

**Question:** Were the following requirements in place when this project was awarded to Contact Security? All guards (full-part time) assigned to this project must receive Health insurance or \$1.60 an hour in lieu of health insurance and also have completed (POST) certification, Licensed for Baton, Mace II, and Mace III.

If yes, Please clarify how the City came to select a contractor with a BID of \$ 13.37an hour based upon the contractor must pay all wages, benefits, taxes and other expenses for their guards in accordance with all applicable Labor Code requirements.

**Answer:** The previous bid did not result in an award. Currently the City is re-bidding and upon award the City will ensure compliance with all contract requirements.

**Question:** Would city consider changing the Bid Due Time from 11 am to afternoon due to FedEx delivery schedule.

**Answer:** No.

**Question:** As it relates specifically to "Post Certification" requirements for security officers, as mentioned in the RFP, under California state law, licensed PPO security providers are already required to abide by and provide state mandated security officer training, otherwise known as AB2880, as governed by BSIS; therefore, how will the city look to modify state law? In other words, is Post Certification still required if officers are already mandated by BSIS to fulfill the requirements of AB2880?

**Answer:** Response to be provided in Addendum No. 5.

**Question:** Please clarify the approximate number of radios required. Is the vendor to supply radios or will the city? If the vendor is to supply the radios, does the city have a pre existing repeater for vendor use or will it require the vendor to absorb the cost of a new repeater? Lastly, how will frequencies be handled? Will the city allow the vendor to utilize its existing frequencies? Do the radios need to be digital or analog?

**Answer:** Number of radios determined by site requirements. Contractor shall provide all radios; and is responsible for all associated costs. Additional information to be provided at the time of contract negotiations.

**Question:** Can you please elaborate on what the city consider health insurance? Are there minimum or maximum amounts required to meet the city's definition of health insurance?

**Answer:** Refer to bid specifications. Additional information to be provided at the time of contract negotiations.

**Question:** Is the submission of additional company literature and information prohibited? For submission purposes, with the exception of the SBE requirements, is the entire Re-bid contents/RFP required back? Are additional copies needed? Is the proposal submitted in current pagination?

**Answer:** No, additional information is not prohibited. All pages of the Invitation to Bid must be returned; with the exception of SBE Program information. No additional copies are needed.

Question: As addendum #1 has notated (deletion of SBE requirements) can we officially remove Attachment A-C from final submission?

Answer: Do not submit SBE Program information.

Question: On page 24 regarding minimum personnel requirements: "Applications and employee records must be available to the City for review," indicates the City has the right to review such said applications and other personal material directly related to each new applicant, yet California State Law protects to some extent most of this information as confidential between employer and employee relations. Please clarify.

Answer: The City has an interest in reviewing applications and employee records both to maintain the security of its own facilities and ensure the contractor has properly screened candidates.

Question: As it relates to maximum 12 hour shifts, will it be waived in the event of a facility or City emergency?

Answer: To be reviewed at the time of contract negotiations.

Question: Please confirm the approximate number of facilities and number of hours per facility being *currently* used.

Answer: For the period 10/1/09 through 9/30/10 approximately 20,000 standard hours for all sites.

Question: As it relates to the average number of vehicles required, how many are necessary based on previous vendors and should it be included in the bill rate or displayed as a separate line item?

Answer: Currently, there are no assignments that require vehicle patrol. You may include a separate price outlining the cost associated to a vehicle, as an alternative.

Question: Is the City providing a working office? If so, are there internet access and phone lines available?

Answer: No.

Question: Please confirm that no relief is required for officers on lunch break.

Answer: No.

Please acknowledge receipt of this addendum by signing and including with bid.

 04/05/11  
\_\_\_\_\_  
AUTHORIZED SIGNATURE AND DATE

Brian Hanhart, CEO  
\_\_\_\_\_  
PRINTED NAME AND TITLE

General Security Service, Inc.  
\_\_\_\_\_  
COMPANY



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

PURCHASING DIVISION

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

**ADDENDUM NO. 5**  
**PA-01411**  
**SECURITY GUARD SERVICES**

March 24, 2011

To All Prospective Bidders:

This addendum includes the following:

- 1) Bid due date is extended to April 5, 2011 at 11:00 A.M.
- 2) Information regarding POST Certification requirements will be provided in a future Addendum.

Please acknowledge receipt of this addendum by signing and including with bid.

 04/05/11  
\_\_\_\_\_  
AUTHORIZED SIGNATURE AND DATE

Brian hanhart, CEO  
\_\_\_\_\_  
PRINTED NAME AND TITLE

General Security Service, Inc.  
\_\_\_\_\_  
COMPANY



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

PURCHASING DIVISION

333 WEST OCEAN BLVD., 7<sup>TH</sup> FLOOR LONG BEACH, CA 90802 TEL (562) 570-6200

**ADDENDUM NO. 6**  
**PA-01411**  
**SECURITY GUARD SERVICES**

March 30, 2011

To All Prospective Bidders:

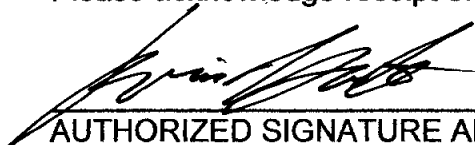
This addendum includes the following:

Revised POST Certification requirements.

All staff assigned to the City's contract is required to obtain PC 832 Arrest Course Certification within six months of execution of contract.

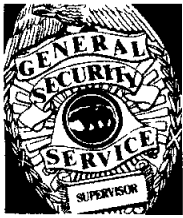
All staff assigned to the City's contract is required to obtain PC 832 Firearms Course Certification for armed security guards, as required upon request.

Please acknowledge receipt of this addendum by signing and including with bid.

 04/05/11  
\_\_\_\_\_  
AUTHORIZED SIGNATURE AND DATE

Brian Hanhart, CEO  
\_\_\_\_\_  
PRINTED NAME AND TITLE

General Security Service, Inc.  
\_\_\_\_\_  
COMPANY



Since 1944

## General Security Service, Inc.

633 N. Marine Ave.  
Wilmington, CA 90744  
STATE LIC. NO. PPO6565

323-772-7377  
FAX 310-973-7627  
E-Mail: RDeLong@GSS1944.com

April 5, 2011

City of Long Beach  
City Manager  
ATTN: City Clerk  
333 West Ocean Blvd., Plaza Level  
Long Beach, CA 90802

Re: Security Guard Services –**Invitation No. PA-01411**

Thank you for allowing **General Security Service, Inc.** the opportunity to present our proposal to provide Security Services at the City of Long facilities. We have carefully reviewed your requirements and will fully comply with your specifications. We have made no deviations or taken any exceptions to any of your requirements. Additionally, the information contained in this Proposal, specifically our Statement of Qualifications (SOQ) is true, accurate and current.

General Security is a privately held **third generation owned and operated Security Corporation** established in 1944. We are comprised of strong diverse management and motivated employees dedicated to providing consistent quality service to our Clients. The company's expertise combined with its financial strength places it on the leading edge of organizations developing professional security solutions. Through the retention of quality employees to deliver its products, General Security builds service partnerships with our Clients and our success is based on the flexible and credible approach we take to the challenges facing our customers.

Additionally, we have provided Armed Security Officer service at the **City of Rialto MetroLink Station** and parking structure since August 01, 1994, and the **City of Upland MetroLink Station** since June 27, 1995. In addition to the MetroLink coverage, we also provide the City of Rialto with two security patrol vehicles, manned with unarmed Security Patrol Officers who patrol city property and city parks, seven days per week.

General Security Service meets all the experience, insurance and financial requirements contained in your Invitation. General Security Service is capable of providing the City of Long Beach with the most responsive quality security program available in a cost effective manner.

We select our people carefully. After several interviews, and before any person is assigned to a post, we test them to assure they are drug free. Besides this pre-employment testing, our company subscribes to the highest standards of a drug free workplace by taking random tests of our employees as well.

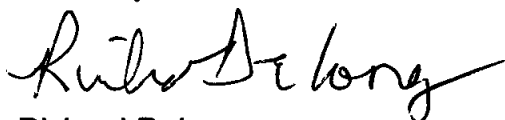
General Security also conducts a criminal background investigation and social security check at a minimum on each employee before we assign them to any facility. Training and providing employees with the resources to look, act, and feel professional is another key to our success. Each person is entered into a curriculum that includes orientation, Basic Principles of Security (patrol, report writing, handcuff use, conflict resolution and the like) and site-specific training that is accomplished on the job. All of this training is done at no cost to our Clients.

Hiring, training and supervising good employees allows us to provide our Clients with good service, but our retention systems are what reduces our turnover. General Security provides a benefit package normally found in only large companies. Each employee is offered medical coverage at a low cost. Dental and vision coverage is also available.

Should you have any questions please refer them to me at our Wilmington office (323) 772-7377, email [rdelong@gss1944.com](mailto:rdelong@gss1944.com), or in my absence, please contact Mr. Mark Myers at (323) 506-1242, email [m.myers@gss1944.com](mailto:m.myers@gss1944.com).

Thank you for allowing our firm this opportunity to review your requirements and submit our proposal. Thank you again for taking the time to review this material and if we can be of assistance to you or further clarify any information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard DeLong', written in a cursive style.

Richard DeLong  
President

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Statement of Assurances.....	
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## **Statement of Qualifications (SOQ)**

General Security has the corporate infrastructure to support the City of Long Beach's security guard requirements. We have a local, fully staffed, 24-hour operational command center. They can communicate instantly by radio or cell phone equipment to any of our supervisory personnel.

General Security has the financial and other resources available locally to equip, supervisor and train a large, professional security guard staff. General Security has a professional management staff that can support the City of Long Beach security guards.

General Security Service is fully capable of handling all of the security requirements in your RFP with all the necessary management and supervision and employee screening and motivation to provide the highest standard of service offered in the security industry.

Additionally, we have provided Armed and Unarmed Security Officer service at the **City of Rialto MetroLink Station** and parking structure since August 01, 1994, and the **City of Upland MetroLink Station** since June 27, 1995. In addition to the MetroLink coverage, we also provide the City of Rialto with two security patrol vehicles, manned with unarmed Security Patrol Officers who patrol city property and city parks, seven days per week.

General Security understands the challenges inherent in taking over large-scale security operations. We have demonstrated our ability to recruit, assess, train and deploy security staff effectively and efficiently at sites similar in scope and complexity to this project, and for clients ranging from the General Service Administration for all of the Federal Buildings in Los Angeles, the Social Security Offices in Los Angeles County, and all of the Nike missile sites in Southern California. These start-up operations have involved mass recruiting of staff in a matter of days while ensuring that we adhere to the necessary qualifications and regulations. General Security is one of oldest continuously operated security firms in Southern California, where we now employ hundreds of security officers.

As a service organization with years of experience, we have an established, well-trained management team that will provide a prompt, decisive response to your needs. We are licensed by the State of California and have met all requirements for said licensing. We are insured for workers' compensation, liability and property damage and will exceed your requirements. General Security Service has the corporate infrastructure to support the City of Long Beach unarmed security guard requirements.

## **Statement of Assurances**

General Security Service, Inc. has carefully reviewed all the requirements contained in your RFP and we will comply in its entirety. There are no exceptions or deviations requested by General Security. All of the information contained in this proposal is true, accurate and current. We fully understand the scope of services to be provided and our proposal will address the entire scope of requirements as specified by the RFP, with special emphasis on the following:

- Professional Training
- Orientation
- Our Qualifications
- Quality Assurance
- Start up & Transition
- Credible and deliverable management support and resources will be leveraged to the City of Long Beach from our corporate office.

## **GSS Differentiators**

- Successful operation since 1944
- One of Southern California's landmark security contractors
- Reputation for Honor, Integrity & Superior Quality
- Centralized operation with local senior decision makers
- Mission-driven organization, open to change
- Values of Quality Service, Meaningful Employment, Growth & Profitability
- Employee involvement is a reality, participation in action and success
- Team approach to serving customers

## **At General Security we do the following:**

- Inspect the services we provide and take corrective actions when necessary,
- Train and retrain our staff to ensure all officers and supervisors are properly trained and are knowledgeable in all aspects of each account,
- Set up employee incentive programs that motivate and boost officers morale,
- Establish regularly scheduled Interaction with the City of Long Beach Management to ensure we exceed all expectations.

### **Section C. Vendor Experience: References**

General Security Service has a demonstrated ability to undertake large-scale service and security operations of similar scale and scope to that required by your organization. The broad scope of our experience is outlined through the following references:

**Customer Name: City of Rialto / MetroLink Station**

**Address:** 128 N. Willow Ave., Rialto, CA 92376

**Contact Name and Title:** Sgt. Paul Wing, Rialto Police Department

**Contact Phone:** (909) 820-2525 x 2303

**E-mail:** [pwing@rialtopd.com](mailto:pwing@rialtopd.com)

**Contract Dates:** 08/01/1994 to present - **Annual Contract Amount:** \$214,000.00

**Description of work:** Provide an armed security officer service for the MetroLink Train Station and parking complex, 18 hours per day, 6 days per week, being watchful to deter or prevent and/or report crime and safety issues. In addition to the MetroLink coverage, we also provide the City of Rialto with two security patrol vehicles, 16 hours per day, 7 days per week, manned with unarmed Security Patrol Officers who patrol city property and city parks.

**Customer Name: City of Upland / MetroLink Station**

**Address:** P. O. Box 460, Upland, CA 91785

**Contact Name and Title:** Jeff Suach, Senior Project Manager

**Contact Phone:** (909) 931-4253 **Fax:** (909) 931-4237

**E-mail:** [cityhall@ci.upland.ca.us](mailto:cityhall@ci.upland.ca.us)

**Contract Dates:** 06/25/1995 to present - **Annual Contract Amount:** \$74,458.00

**Description of work:** Provide an unarmed security officer service for the City of Upland Public Works MetroLink Train Station and parking complex, being watchful to deter or prevent and/or report crime and safety issues.

**Customer Name: County of Los Angeles**

**Community Development Commission Housing Authority**

**Address:** 2 Coral Circle, Monterey Park, CA 91755

**Contact Name and Title:** Barbara Jackson

**Contact Phone:** (323) 890-7343

**E-Mail:** [Barbara.Jackson@lacdc.org](mailto:Barbara.Jackson@lacdc.org)

**Contract Dates:** 11/01/2005 to present – **Annual Contract Amount:** \$240,000.00

**Description of work:** Provide unarmed security officer service at multiple key administrative offices throughout Los Angeles County. We also provide all of the “as needed” armed and unarmed, fire watch, and construction projections throughout Los Angeles County. Officers monitor ingress and egress of visitors, tenants, and employees, and conduct foot patrols of the exterior and parking facilities.

Customer Name: **County of Riverside**  
**Department of Psychiatry**  
Address: 9990 County Farm Rd., #1, Riverside, CA 92503  
Contact Name and Title: Kathy Albanese  
Contact Phone: (951) 358-4889  
E-Mail: [kalbanese@co.riverside.ca.us](mailto:kalbanese@co.riverside.ca.us)  
Contract Dates: 02/01/2002 to present – Annual Contract Amount: \$366,000.00

Description of work: We currently provide 504 weekly hours of unarmed security service at the primary psychiatric evaluation and treatment facility serving the County of Riverside. This is a lock down, high risk facility with stringent security protocols. Officers monitor ingress and egress of patients, visitors, and log, search, X-Ray and escort all patients and visitors. We also assist in "show of force" calls and foot patrol of the exterior and parking facility. All officers at this location are required to pass a CAL-OSHA physical and the mandated "Management of Assaultive Behavior" course.

Customer Name: **County of Riverside**  
**Riverside County Regional Medical Center**  
Address: 26520 Cactus Ave., Moreno Valley, CA 92555  
Contact Name and Title: Cathy Giannini  
Contact Phone: (951) 486-4466  
E-Mail: [orgiannin@riversidesheriff.org](mailto:orgiannin@riversidesheriff.org)  
Contract Dates: 02/01/2002 to present – Annual Contract Amount: \$366,000.00

Description of work: We currently provide 504 weekly hours of unarmed security service at the primary general hospital serving the County of Riverside. This is a full service medical facility with an ER – Trauma Unit, large maternity ward with a lock-down, and a high risk floor serving the Riverside County Jail, and local State of California Prison's, with stringent protocols. Officers monitor ingress and egress of patients, visitors, monitor CCTV systems, and are responsible for all Fire, Life & Safety Systems. We also provide foot patrols of interior floors, and the exterior and parking facility. All officers at this location are required to pass a CAL-OSHA physical and the mandated "Management of Assaultive Behavior" course.

## **Vendor Experience:**

### **Executive Summary**

Since 1944 **General Security Service** has provided clients with consistently high quality professional services with a strong employee commitment while experiencing steady and consistent financial growth. General Security Service, or **GSS**, is a privately held security company established in 1944. **We are a third generation owned and operated corporation.** GSS's officers have performed services ranging from Hi-Rise security, to private military contracting work. Headquartered in Wilmington, CA, GSS is a longtime leader in the security services industry, providing highly trained security forces, and delivering expert business services to a growing list of commercial, industrial and government organizations. Our growing and diverse client base is a testament to our reputation for providing an excellent level of quality service and professionalism.

General Security continuously demonstrates the capacity to understand, address and resolve even the most difficult of security challenges. General Security has a large and diversified client base consisting of many commercial customers and numerous government entities, including State, and Municipal agencies.

We have built a tremendous reputation for our ability to adapt and respond to situations and to meet the special requirements for our very valuable and varied clients.

General Security has a diverse management team that brings to bear extensive experience in security, law enforcement and customer service. During the 50's & 60's General Security Service provided the majority of the security service for all of the freeway construction projects in Southern California, the Los Angeles Coliseum, Los Angeles Sports Arena, and many major city and county construction projects.

In 2010, General Security is deeply involved with personalized client services, in-depth pre-employment background investigations, computerized scheduling, extended communications, and extensive video and hands on training of its security force. Our current contracts include several government agencies where we protect the infrastructure, employees and clients much like we expect to at CITY OF LONG BEACH. GSS and its management team have extensive experience in this area.

General Security treats its employees in the same careful way, with respect, dignity, and fairness. This management attitude is responsible for a work force that is stable, and efficient. Through our vast experience, number of projects and amount of years in providing service for those projects, General Security Service feels that we have the unique formula for preparing a quality, cost-effective proposal for the security service that you desire.

## Summary and Cost Breakdown

Long Beach PA-01411

Amount	S/O	322
Weekly Hours		
Payrate = \$8.50 + 1.60 per hour. Per option 2 of the Requirement for Health Insurance on page 14 of the ITB	\$	10.10
Insur & Taxes	1.14 \$	1.41 \$
Liab Ins		\$ 0.14
Uniform Cost		\$ 0.15
Overhead		\$ 0.70
Training		\$ 0.27
Sub. Total		\$ 12.77
Health=Included in Base Pay		\$ -
Supervision		\$ 0.33
Nextel		\$ 0.35
Profit		\$ 0.50
Billing Rate		\$ 13.95
	<u>OT and Holiday</u>	\$ 20.93