

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



CONTRACT NO. 29446

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: Brea CA ON THE 19th DAY OF October, 20 05

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

STREET ADDRESS: 3000 E. Birch St, Ste. 111 CITY: Brea STATE: CA ZIP: 92821

PHONE: 714-572-6769 FAX: 714-572-6769

SI [Signature] Michelle Hornett President  
(SIGNATURE) (TITLE)

Michelle Hornett contsec@aol.com  
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] Michelle Hornett Secretary  
(SIGNATURE) (TITLE)

Michelle Hornett contsec@aol.com  
(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] 1/26/06  
Director of Financial Management Date

APPROVED AS TO FORM 1/17, 20 06  
ROBERT E. SHANNON  
CITY ATTORNEY [Signature]  
Senior Deputy

The following information is submitted regarding the bidder:

**Legal Form of Bidder:**

Corporation  
 Partnership

State of California  
State of \_\_\_\_\_  
General Limited

Joint Venture  
Individual  
Limited Liability Company

DBA \_\_\_\_\_  
State of \_\_\_\_\_

Composition of Ownership (more than 50% 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

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: MTA

**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 562-570-6362.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

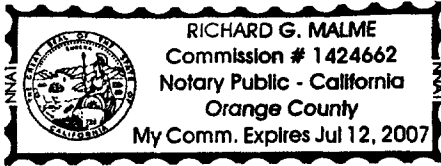
State of CALIFORNIA

County of ORANGE

On 10/19/2005 Before me, RICHARD MALME, NOTARY PUBLIC
NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared MICHELLE M. HORNEIT
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.

Handwritten signature of the notary.

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 President
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Bid & Performance Bond
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES): Contact Security, Inc

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 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 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.

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.

### 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. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

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 the Contractor or said Subcontractors in the execution of the Contract.

**INSTRUCTIONS TO BIDDERS**

**11. RIGHT TO REJECT:**

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.

**12. 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.

**13. 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.

**14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach subscribes to the following goals concerning awards for equipment, material, supplies and services.

- Fifteen Percent (15%) MBE Participation
- Fifteen Percent (15%) WBE Participation

Whenever possible, Contractor should seek to accomplish these goals.

**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	( <input checked="" type="checkbox"/> )
Hispanic	( )	Other Non-white	( )
Asian	( )	Caucasian	( )

Certified by: MTA

Valid thru: 2005

Dollar value of participation: \$ 5 mil.

**15. 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. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

**SUBMIT TO:**

CITY OF LONG BEACH  
**CITY CLERK**  
333 W OCEAN BLVD/PLAZA LEVEL  
LONG BEACH CA 90802

**BID DUE DATE: OCTOBER 20, 2005**  
**TIME: 11:00 am**

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

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

<u>LEE E WAYNE</u>	<u>562/570-6039</u>
BUYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

<u>LEE E WAYNE</u>	<u>562/570-6039</u>
DEPARTMENT CONTACT	TELEPHONE NUMBER

**16. BID OPENING PROCEDURES:**

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by 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 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.

**17. 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.)

**18. 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.

## 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 the Contractor for such an adjustment must be made within thirty 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 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 charges 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.
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 loss, including but not limited to fines, penalties and corrective

## CONTRACT – GENERAL CONDITIONS

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.

5. 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. Any indebtedness of Contractor to 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 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.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. 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.
23. 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.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require 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.
26. 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.
27. 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.
28. 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

**CONTRACT – GENERAL CONDITIONS**

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.

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 the City Controller, Barbara Hennessy, at (562) 570-6450 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE 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 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 his 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 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, his 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 insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; 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.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.



## **CONTRACT – GENERAL CONDITIONS**

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 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 the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the 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.

**CONTRACT AGREEMENT SPECIAL CONDITIONS SECTION**

**CONTRACT PERIOD:**

Twelve months after date of award. This Contract may be extended by mutual agreement for up to three additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 130 days prior to the expiration date. Contractor shall submit any price adjustments to the City Purchasing Agent for approval at least 120 days prior to expiration of Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price adjustment, and to cancel the renewal notice if price adjustments are not acceptable.

DELIVERY (SPECIAL) SCHEDULE: N/A

SHIPPING (SPECIAL) INSTRUCTIONS: N/A

**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 forms to be secured at the Office of the City Purchasing Agent, City Hall, 333 West Ocean Boulevard, Plaza Level, Long Beach, California 90802 or on 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 One:  Bid Bond is attached.  
 Certified Check Number \_\_\_\_\_ in the amount of \$ 75,000

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.

## SPECIAL CONDITIONS (Cont.)

### 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)** \$ 750,000 **(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 ARE REQUIRED WITH THE 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.** The bond requires 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.

### 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. Failure to include items 4-7 shall cause the bid to be deemed non-responsive.

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.

### **SPECIAL CONDITIONS (Cont.)**

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.
6. A written statement describing training and certification of security personnel including compliance to California Senate Bill AB2880.
7. Verification that the contractor has an on-going drug testing program for new and existing employees.

### **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 \$1.25 per hour more than:

- 1) The Contractor pays to said employees at the time the Contract is awarded; or
- 2) \$1.25 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:

**SPECIAL CONDITIONS (Cont.)**

- 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.

**SUPPLEMENTAL CONDITIONS**

Paragraph 7 of Instructions to Bidders is supplemented by the following:

**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. PP0# 11285  
Date of Expiration December 31, 2006

**INSURANCE**

Paragraph 30 of the General Conditions is supplemented with the following:

- (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.

### **SPECIAL CONDITIONS (Cont.)**

- (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.

### **AMENDMENTS TO INCREASED EXPENDITURES**

Item #27, page 7, "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.

## **SUPPLEMENTAL CONDITIONS SECTION**

### **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 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.

## **SUPPLEMENTAL CONDITIONS SECTION (Cont.)**

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 \$100.00 per occurrence 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, in 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 the 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 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.



## **SUPPLEMENTAL CONDITIONS SECTION (Cont.)**

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."

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.

## **SUPPLEMENTAL CONDITIONS SECTION (Cont.)**

### **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.

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.

## **SUPPLEMENTAL CONDITIONS SECTION (Cont.)**

### **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.

### **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.

## **SUPPLEMENTAL CONDITIONS SECTION (Cont.)**

### **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.

### **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.

## **SUPPLEMENTAL CONDITIONS SECTION (Cont.)**

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.

### **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.

### **MANDATORY PRE-BID CONFERENCE**

**A mandatory Pre-Bid Conference shall be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference as scheduled. Bidders shall be required to sign-in at the Pre-Bid Conference.**

### **MANDATORY PRE-BID CONFERENCE SCHEDULE**

**Time: 2:00 p.m.  
Date: Wednesday, October 12, 2005  
Location: Main Library, Meeting Room  
101 Pacific Avenue  
Long Beach, CA 90822**

**CONTRACT AGREEMENT**  
**SPECIFICATIONS SECTION**

**DESCRIPTION OF SERVICES REQUIRED**

Provide Security Guard Services for the City of Long Beach Health and Human Services Facilities, Community Development Facilities and Fleet Services Facility. 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  
Long Beach, CA 90815
2. WIC  
17 East Market Street  
Long Beach, CA 90805
3. West Facilities Center  
2125 Santa Fe Avenue  
Long Beach, Ca 90810

B) Community Development Sites:

1. Housing Authority Bureau  
521 E. 4<sup>th</sup> Street  
Long Beach, CA 90802
2. Career Transition Center  
3447 Atlantic Avenue  
Long Beach, CA 90807
3. Youth Opportunity Center  
350 Long Beach Blvd.  
Long Beach, CA 90802
4. Neighborhood Resource Center  
425 Atlantic Avenue  
Long Beach, CA 90802

C) Addition Sites:

As needed, per contract specifications

## SPECIFICATIONS SECTION (Cont.)

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 29) for the additional locations. A contract amendment will need to be executed and approved by City Council.

### 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: Bill Mason (562) 570-4021

#### 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).

## SPECIFICATIONS SECTION (Cont.)

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 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: Darnisa Tyler (562) 570-6011 for Housing Authority, Bryan Rogers (562) 570-3817 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 and insure proper conduct of clients and visitors in or around the property including the restrooms, and check that all four doors remain locked and secured.
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.



### **SPECIFICATIONS SECTION (Cont.)**

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. Radios shall be tested and on **AT ALL TIMES.**
4. Escort City employees and visitors to their vehicles after hours and for evening meetings, direct parking in rear as to avoid cars blocking each other, and direct visitors where to park when the lot becomes full.
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 and place rechargeable radio batteries in the charger at the end 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. 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. Be proactive by notifying the graffiti hotline when graffiti is observed on or near the property.
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. 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 SECTION (Cont.)

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 SECTION (Cont.)**

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.
7. Two guards per shift will be required.

### **C) Additional Sites: per bid specifications**

1. The City, at its option, may request rotation of guards assigned to this facility on a regular basis.
2. Facility Contact: Kent Smith (562) 570-5454

## **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

## SPECIFICATIONS SECTION (Cont.)

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.

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.

**SPECIFICATIONS SECTION (Cont.)**

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.

**CONTRACT AGREEMENT**  
**COST SECTION**

BID TO FURNISH AND DELIVER SECURITY GUARD SERVICES FOR THE CITY OF LONG BEACH'S VARIOUS USING DEPARTMENTS.

WE ARE PLEASE TO SUBMIT OUR BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER 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 90815	Monday – Friday	6:00am – 2:00pm	1	\$ 15.19	\$ 22.79
		Monday – Friday	7:00am – 3:00pm	1	\$ 15.19	\$ 22.79
		Monday – Thursday	2:30pm – 10:00pm	2	\$ 15.19	\$ 22.79
		Friday	2:30pm – 10:00pm	1	\$ 15.19	\$ 22.79
		Saturday	7:00am – 2:00pm	1	\$ 15.19	\$ 22.79
02	WAC 17 East Market Street Long Beach, CA 90805	Monday – Thursday	1:00pm – 6:00pm	1	\$ 15.19	\$ 22.79
		Friday	11:30am – 4:30pm	1	\$ 15.19	\$ 22.79
03	West Facilities 2125 Santa Fe Avenue Long Beach, CA 90810	Monday – Friday	9:30am – 5:30pm	1	\$ 15.19	\$ 22.79

**SUMMARY OF BID ITEMS (Cont.)**

	Location	Days	Hours	No. Guards Per Shift	Non-Holiday Cost Per Hour	Holiday Cost Per Hour
04	Career Transition Center 3447 Atlantic Avenue Long Beach, CA 90807	Monday – Thursday	6:30am – 9:30pm	2	\$ 15.19	\$ 22.79
		Friday	6:30am – 8:30pm	2	\$ 15.19	\$ 22.79
		Saturday	8:30am – 5:00pm	2	\$ 15.19	\$ 22.79

05	Youth Opportunity Center 350 Long Beach Blvd. Long Beach, CA 90802	Monday – Thursday	7:30am – 6:15pm.	2	\$ 15.19	\$ 22.79
		Friday	7:30am – 5:15pm	2	\$ 15.19	\$ 22.79

06	Neighborhood Res. Ctr. 425 Atlantic Ave. Long Beach, CA 90802	Monday – Thursday	7:00am – 7:00pm	1	\$ 15.19	\$ 22.79
	Housing Authority Bureau 521 E. 4 <sup>th</sup> Street Long Beach, CA 90802	Friday	7:00am – 5:00pm	1	\$ 15.19	\$ 22.79
20-60 hours of additional guard service per month				1	\$ 15.19	\$ 22.79

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Minimum Hours Required Per Call 4 hours

Number of Hours or Days Lead Time 3 working (Circle Hours or **Days**)

Overtime Rate \$22.79

Hourly Rate for Additional Locations unarmed reg. \$15.19; Hol./OT \$ 22.79  
Armed reg. \$18.15; Hol./OT \$ 27.33

\*\*\*Hourly for Armed Guard:

Non-Holiday Cost \$18.15

Holiday Cost \$ 27.33



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 W. OCEAN BOULEVARD

LONG BEACH, CA 90802

PHONE (562)570-6361 FAX (562)570-5099

PURCHASING DIVISION

October 20, 2005

## ADDENDUM NO. 1

TO: **ALL BIDDERS**RE: **BID NO. PA-2805, SECURITY GUARD SERVICES**

### Please note:

1. This addendum is being issued to ***extend the bid due date to Thursday, October 27, 2005 at 11:00 a.m. in the City Clerk's Office.***
2. ***All bids will remain sealed in the City Clerk's Office until the extended close date. All potential bidders have the right to retrieve their bid and resubmit prior to the new bid closure date and time. No action is required of potential bidders who have already submitted a bid and do not wish to exercise their right to retrieve.***

The following information was discussed at the mandatory pre-bid meeting on October 12, 2005 and is being included for clarification purposes.

A copy of the current contract is available from the City Clerk's office. It is a matter of public information and must be obtained through the appropriate process. The **contract number is 27524.** I believe that there is a small charge associated with such a request. It is inappropriate for City staff to discuss a previous contract in detail with competitors. The current contract does not have any bearing on the award of the new contract. Vendors who are interested should take the appropriate steps to obtain a copy of the current contract.

All hours and number of guards are clearly specified by location in the bid document on both the summary sheet and in the detailed specifications. We understand that an armed guard is more expensive than an unarmed guard which is why this requirement is priced out separately. Generally, all guards will be unarmed. If an armed guard is requested, the City will pay at the appropriate rate. Duties and requirements are also specified by location.

***No additional costs other than those specified in the bid will be allowed.*** The cost for maintaining a business and employee transportation must be reflected in the hourly rates charged to the City. If a vehicle must be utilized to perform according to the specifications, it must be clearly identified and meet the requirements specified in the supplemental conditions of the bid document. The **PERFORMANCE and BIDDERS BONDS will not be waived.**

The City does require verification that good employment practices are adhered to as part of the bid documentation. Something must be turned in to satisfy this requirement with the bid.




**ADDENDUM NO. 1**  
**PA-02805 ~ SECURITY GUARD SERVICES**  
**October 20, 2005**  
**Page 2**

**Any additional questions must be submitted in writing or by e-mail no later than 5:00 p.m. on Friday, October 21, 2005. Answers to these questions will be distributed to all potential bidders by Tuesday, October 25, 2005 at 11:00 a.m.**

For questions regarding this bid, please call Lee E. Wayne, Buyer, at (562) 570-6039.

BY ORDER OF:

  
Jana Vargas  
City Purchasing Agent

## **Addendum to PA-02805 SECURITY GUARD SERVICES**

This addendum is being issued to extend the bid due date to October 27, 2005 at 11:00 a.m. in the City Clerk Office. (Same location and time)

All bids will remain sealed in the City Clerk's Office until the extended close date. All potential bidders have the right to retrieve their bid and resubmit prior to the new bid closure date and time. No action is required of potential bidders who have already submitted a bid and do not wish to exercise their right to retrieve.

The following information was discussed at the mandatory prebid meeting on October 12, 2005 and is being included for clarification purposes.

A copy of the current contract is available from the City Clerks office. It is a matter of public information, which must be obtained through the appropriate process. The contract number is 275524. I believe that there is a small charge associated with such a request. It is inappropriate for City staff to discuss a previous contract in detail with competitors. The current contract does not have any bearing on the award of the new contract. Vendors who are interested should take the appropriate steps to obtain a copy of the current contract.

All hours and number of guards are clearly specified by location in the bid document on both the summary sheet and in the detailed specifications. We understand that an armed guard is more expensive than an unarmed guard which is why this requirement is priced out separately. Generally all guards will be unarmed. If an armed guard is requested, the City will pay at the appropriate rate. Duties and requirements are also specified by location.

No additional costs other than those specified in the bid will be allowed. The cost for maintaining a business and employee transportation must be reflected in the hourly rates charged to the City. If a vehicle must be utilized to perform according to the specifications, it must be clearly identified and meet the requirements specified in the supplemental conditions of the bid document. The performance and bidders bond will not be waived.

The City does require verification that good employment practices are adhered to as part of the bid documentation. Something must be turned in to satisfy this requirement with the bid.

Any additional questions must be submitted in writing or by e-mail no later than 5:00 p.m. on Friday, October 21, 2005. Answers to these questions will be distributed to all potential bidders by Tuesday, October 25, 2005 at 11:00 a.m.