

**BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION**

6-1-82 # 10D
BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 203, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
JUNE 22, 1982

FOR: UNIFORMED SECURITY SERVICES

BID NO: 514

Name of Bidder _____ Telephone _____

Type of Business: Corporation, Co-partnership, Individual doing business under his own name,
 Individual doing business using a firm name.

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract; in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title

Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required No Yes Amount ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)

Received: Cash Cashiers or Certified Check Surety Bond

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cash, cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informallties or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will will not be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of 100% of contract price.
11. **Cash Discounts.** Cash discounts offered for payment in less than ten (10) days will not be considered as a basis of award. Cash discounts offered for payment in ten (10) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 Eye Street, Sacramento, California, at ~~10:00~~ ^{10:30} a.m., June 22, 1982. (Bids must be submitted prior to ~~10:00~~ ^{10:30} a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

Vendors not wishing to bid this particular requirement are encouraged to return the bid package marked "no bid" with a brief statement explaining the reason for non-response: not interested at this time, not our field of manufacture/expertise, etc. This will enable us to maintain a current list of responsive bidders as well as verify receipt of the bid by your company.

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

BIDDING SHEET FOR UNIFORMED SECURITY SERVICES

For furnishing to the City of Sacramento uniformed security services for various City locations in accordance with the following provisions and the attached specifications.

<u>Item Number</u>	<u>Location</u>	<u>Monthly Price</u>	<u>Extended Annual Price</u>
1.	Parking Lot "E," 13th and "I" and "J" Streets	\$ _____	\$ _____
2.	Parking Lot "G," 4th and "L" Streets	_____	_____
3.	Parking Lot "H," 11th and "L" Streets	_____	_____
4.	Parking Lot "K," 5th and 6th and "J" and "K" Streets	_____	_____
5.	Parking Lot "R," Front and Capitol Streets	_____	_____
6.	Sacramento Boat Harbor, Miller Park	_____	_____
7.	City Cemetary, 1000 Broadway	_____	_____
8.	Sacramento Zoo and Fairytale Town, South Land Park	_____	_____
9.	Crocker Art Museum, 216 "O" Street	_____	_____
10.	City Corporation Yard, 5730 - 24th Street	_____	_____
		TOTAL BID PRICE \$	_____

Monthly Price

The monthly price bid for each item listed above shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit.

Additions and Deletions to Contract

The City of Sacramento currently requires uniformed security services for the various locations shown above. The City reserves the right to either add or delete locations as conditions warrant.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

Prompt Payment Discount

Cash discount of _____ % for payment within _____ calendar days which will be computed from the date the services are rendered and accepted by the City or the date a proper invoice is received, whichever is later.

Invoicing and Payment

Invoices, in triplicate, shall be mailed or delivered to the City of Sacramento, Accounts Payable Section, 915 "I" Street, Room 114, Sacramento, California 95814. Payment for services rendered and accepted by the City will be made monthly, in arrears, after receipt of a proper invoice.

Contract Period

Any resultant contract(s) shall be effective from July 3, 1982, or date of award if subsequent thereto, through July 1, 1983.

Option to Extend

If mutually agreeable to both parties, any resultant contract may be extended for an additional year through July 6, 1984, at the same terms and conditions.

BIDDING SHEET FOR UNIFORMED SECURITY SERVICES - continued

Qualification of Bidders

All bidders must submit, with their bid, a list of similar contracts which they have performed or are currently performing. Please include the company name, address, telephone number, dates of service and the name of a contact person.

General Provisions

The attached General Provisions, 1 through 5, are hereby made a part of this bid and any resultant contract(s).

Faithful Performance Bond

The successful bidder(s) will be required to furnish a faithful performance bond in the amount of 100% of the contract price. In the event the contract is subsequently terminated for failure to perform, the Contractor and his surety will be liable and assessed for any and all costs for the reprocurement of the contract services.

Site Visit

All bidders are urged to visit the areas where the services are to be performed and familiarize themselves with all conditions that may affect the time and cost of performance. Failure to ascertain such conditions shall not be the basis of any subsequent claim or contract modification.

Failure to Perform

If the Contractor fails to perform in accordance with the terms and conditions of this contract, the City reserves the right to terminate the contract by giving thirty (30) days written notice. In the event of such termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. The Contractor and his surety will be liable and assessed for any and all costs for the reprocurement of the contract services.

Also, in the event of any such termination, the City will consider Contractor to be a nonresponsible Contractor and will delete Contractor from the City's bid list for a period of not less than five (5) years from the date of termination.

Dismissal of Unsatisfactory Employees

Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

Protection of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be the sole responsibility of the Contractor.

Indemnity and Hold Harmless

Contractor agrees to indemnify City against any and all liability, losses, claims, demands, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or court costs, Contractor agrees to reimburse City for such expenses, attorneys' fees, or costs within a reasonable time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees, or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by City in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

BIDDER'S NAME: _____

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

SPECIFICATIONS FOR UNIFORMED SECURITY SERVICES

PARKING FACILITIES

Security Service Schedule

The basic schedule of hours and locations for which uniformed security services shall be provided under this contract is attached. This schedule may be varied by the City with no change in the hourly rate as specified herein by the bidder. Any such variation by the City shall not decrease the average number of man hours in the schedule over the twelve (12) month contract period.

Special Instructions

1. Patrol and secure all parking levels and areas.
2. Ride each of the elevators, if applicable.
3. Patrol and secure each of the stairs.
4. Prevent anyone from riding bicycles or skate boards within the parking facility.
5. Maintain high visibility and be available for assistance to the public and City parking facility personnel at all times.
6. Provide daily reports of all activities to the City.
7. Maintain communications with the City parking facility personnel.
8. Advise the City parking facility personnel as to the appropriate action in emergency situations.
9. Keep on the move at all times, except when assisting the public or City parking facility personnel.
10. Do not loiter about the parking facility office, parking lot booths or any other parking facility area.
11. Do not engage in long conversations with the public or City parking facility personnel, except in emergency situations.
12. Report and time stamp in or out, whichever is appropriate, with the parking facility supervisor upon arrival to work, prior to going on breaks, upon arrival from breaks and prior to departing at the end of the shift.
13. Cooperate at all times with the parking facility supervisor and his designees.

SACRAMENTO BOAT HARBOR

Security Service Schedule

The basic schedule of hours for which uniformed security services shall be provided shall be eight (8) hours per shift, 12:00 midnight to 8:00 a.m., seven (7) days per week, 365 days per year (including all holidays).

Special Instructions

1. Patrol the docks for 45 minutes of each hour.
2. Provide daily reports of any irregularities.
3. Check-in with the City Telephone Operator once each hour.
4. Provide a supervisor to physically check on the security guard at least once during the eight hour shift.
5. The City will also provide the security guard a detailed list of areas for special attention.

CITY CEMETARY

Special Instructions

1. Open gates on Saturday, Sunday and City of Sacramento holidays at 8:00 a.m. and close gates on these days at 4:30 p.m.

SPECIFICATIONS FOR UNIFORMED SECURITY SERVICES - continued

2. Provide one (1) random patrol in a marked vehicle each night during the hours of 6:00 p.m. to 6:00 a.m., Monday through Sunday.
3. Provide reports of any irregularities.
4. Provide services such as securing lock-ups, informing City personnel of lights out, etc.
5. Notify the Police Department if any crime has been committed, i.e., break-in, theft, vandalism, etc.
6. Provide a sign which provides the following information in case of an emergency:
 - a. The name of your company.
 - b. A 24 hour service telephone number.
7. Armed security personnel are not required.

SACRAMENTO ZOO AND FAIRYTALE TOWN

Security Service Schedule

The basic schedule of hours for which uniformed security services shall be provided shall be eight (8) hours per shift, 11:00 p.m. to 7:00 a.m., seven (7) days per week, 365 days per year (including all holidays).

Special Instructions

1. Sign-in upon arrival to work on the Zoo Maintenance Report in the kitchen.
2. Patrol all areas every hour and punch time clock on route. If the time clock does not function, state the malfunction on the security report. Patrol the back road (by Sutterville) at least three (3) times a shift.
3. Check and secure all doors - Reptile House, front and back gates, concession stands, upper and lower field cages, gorillas, etc.
4. Check-in with the City Telephone Operator once each hour. If on early shift, start at 7:30 p.m., and if on late shift, start at 12:00 a.m.
5. Provide written reports of any irregularities, i.e., cut locks, cut wire on fences, people in zoo, feral cats, feral dogs, lights out, fence damage, etc.
6. Do not work with zoo guard dog unless given prior permission by the Zoo Superintendent.
7. There will be no visitors allowed in the zoo during each shift.
8. There will be no private dogs allowed in zoo during each shift.
9. Notify the Police Department if any crime has been committed, i.e., break-in, theft, vandalism, etc.
10. Always notify the Zoo Superintendent, Zoo Supervisor and Administrative Assistant if there are any problems with the animals.
11. Return the time clock to the conference room door at the end of each shift.
12. Armed security personnel are not required.

CROCKER ART GALLERY

Security Services Schedule

The basic schedule of hours for which uniformed security services shall be provided shall be for two (2) people who work eight (8) hours per shift, 2:00 p.m. to 10:00 p.m., Tuesday, and seven (7) hours per shift, 10:00 a.m. to 5:00 p.m., Wednesday through Sunday, plus additional evening hours for various scheduled events (approximately 3½ hours per week). The Chief Museum Attendant will provide a weekly schedule on Tuesday of the week prior to the scheduled work. The Crocker Art Museum reserves the right to add or delete hours without notice due to circumstances beyond its control, such as a cancellation of an event or activity.

Special Instructions

1. Must attend an orientation and training class given by Museum staff two (2) times per year, prior to working at the Museum.

SPECIFICATIONS FOR UNIFORMED SECURITY SERVICES - continued

2. Deal courteously with the public on a continuing basis.
3. Be able to communicate with visitors and Museum personnel in a responsible manner.
4. Be physically able to patrol the Museum premises on a continuing basis.
5. Be knowledgeable of basic security, first aid and emergency procedures.
6. Armed security personnel are not required.
7. Assist the public, as necessary and directed by the Chief Museum Attendant, during concerts, lectures, and special events.
8. The Chief Museum Attendant will provide a monthly evaluation report of the uniformed security services performed and will require that appropriate action be taken, as required.

CITY CORPORATION YARD

Security Services Schedule

The basic schedule of hours for which uniformed security services shall be provided shall be 24 hours per day, seven (7) days per week, 365 days per year (including all holidays).

Special Instructions

1. Will be responsible to the Director of General Services.
2. Be courteous and cooperate with City employees and the public.
3. Report in writing all irregularities, incidents, problems or infractions of rules.
4. Check-in with the City Telephone Operator once each hour during the following time intervals:
 - a. Monday through Friday, between 7:00 p.m. and 6:00 a.m.
 - b. Saturday, Sunday and all holidays, once each hour, 24 hours per day.
5. After normal working hours, on weekends and on holidays, assign designated vehicles for official City business.
6. Notify the Police Department or Fire Department if the situation warrants it. Also, notify the Director of General Services and advise him of the situation.
7. Conduct a random, unannounced inspection of 7 to 10 vehicles to verify that bumper decal numbers match the vehicle's description and license plate.
8. Monitor gate, control arm and turnstyle for entering and exiting the Corporation Yard proper, visitor parking area, employee parking area and the fuel station area.
9. Randomly inspect all vehicles and individuals entering or exiting the Corporation Yard.
10. Patrol and secure all buildings once each day between the hours of 7:00 p.m. to 10:00 p.m.
11. Control and monitor perimeter intrusion alarm and surveillance cameras.
12. Maintain an in and out log for all City employees entering and exiting the Corporation Yard proper after normal working hours, Saturdays, Sundays and all holidays.
13. Maintain, at all times, an in and out log for all visitors entering and exiting the Corporation Yard proper.
14. A General Services Policy Directive establishing the policy, guidelines and procedures for the Corporation Yard will be provided.

Required Uniform and Equipment

1. Police style shirt with shoulder patch, metal badge and metal name plate.
2. Police style trousers.
3. Police style tie.

SPECIFICATIONS FOR UNIFORMED SECURITY SERVICES - continued

4. Leather shoes and belt.
5. Police style hat.
6. Police style jacket with shoulder patch, metal badge and metal name plate.
7. Police style outdoor weather gear, i.e., overcoat, with shoulder patch, metal badge and metal name plate.
8. Sidearm with holster and necessary accessories, mace and baton. Each security guard must have a valid card on file with the City for each weapon. Note: Armed security guards are required only for all of the Parking Lots, the Sacramento Boat Harbor and the Corporation Yard.
9. Flashlight.
10. Portable two-way radio capable of intercommunication between all personnel assigned under this contract and the Contractor's central base station. Note: The portable two-way radio is only required for all the Parking Lots and the Sacramento Boat Harbor.

The required uniform for only the Crocker Art Gallery shall consist of the following:

1. Blazer, with shoulder patch or identifying badge and metal name plate.
2. Dress slacks.
3. Dress shirt and tie.
4. Leather shoes and belt.

Contractor shall only furnish employees who are in complete uniform at all times while on duty. All uniforms must be clean, pressed and neat. Also, Contractor shall insure that all employees assigned work under this contract are identically dressed, i.e., same color and style of uniform. This provision will be strictly enforced.

SECURITY SERVICE SCHEDULE

LOCATION	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Lot E (13th and J St.)	11:00-5:30	11:00-5:30	11:00-5:30	11:00-5:30	11:00-5:30	11:00-5:30	
Lot G (3rd and L St.)	11:00-5:30	11:00-5:30	11:00-5:30	11:00-5:30	11:00-5:30	11:00-5:30	
Lot H (10th & L St.)	11:00-5:30	11:00-5:30	11:00-5:30	11:00-5:30	11:00-5:30	11:00-5:30	
Lot K (6th & L St.)	10:30-6:00 1:30-10:00	10:30-6:00 1:30-10:00	10:30-6:00 1:30-10:00	10:30-6:00 1:30-10:00	10:30-6:00 1:30-10:00	10:30-6:00 1:30-10:00	10:30-6:00
Lot R (Front & Cap'l)	11:00-5:30	11:00-5:30	2:00-9:30	2:00-9:30	11:30-6:30 6:30-2:30	11:30-6:30 6:30-2:30	
Total Hours Per Day	39	39	40	40	47	47	7

TOTAL HOURS PER WEEK - 259

Each shift includes 0.5 hour lunch break deducted from total hours worked. Additional hours may be added during Holiday seasons. Schedule may be reduced to compensate for additional Holiday season hours.

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however; City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of this Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000.00 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that this insurance will operate as primary and that no other insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Workman's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have the City's standard Certificate of Insurance (attached) completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

GENERAL PROVISIONS - continued

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.