



**REQUEST FOR BIDS  
FOR  
CROSSING GUARD SERVICES**

RFB# 2019-311-01-PW

**ALL BIDS MUST BE SUBMITTED TO:**

City Clerk  
City of Walnut Creek  
1666 N Main Street  
Walnut Creek, CA 94596  
ATTN: Katie Bruner  
[bruner@walnut-creek.org](mailto:bruner@walnut-creek.org)

**PRIOR TO AND NO LATER THAN 12:00PM, WEDNESDAY, APRIL 17, 2019**

## **REQUEST FOR BIDS FROM CITY OF WALNUT CREEK, CALIFORNIA**

### **CONTRACT TO PROVIDE CROSSING GUARD SERVICES**

#### **INSTRUCTIONS TO BIDDER**

**1. General:** Pursuant to this Request for Bids (“RFB”), the City of Walnut Creek (“City”) is seeking bids to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) for: **Crossing Guard Services for identified schools located in the City (“Services”)**. All pricing is to be included in the bid. No charge shall be allowed for your preparing a response to this solicitation document. The City of Walnut Creek reserves the right to accept or reject proposals for each item separately and to waive any defects in the proposals submitted.

The City reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalance or conditional Bids, re-bid, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of the City to make an award to that bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard criteria established by City. City also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the work, to the fullest extent permitted by law.

- a. The Bid shall include the following information:
  - i. Background information and qualifications of firm, project manager and key personnel including relevant experience in providing crossing guard services.
  - ii. Background information on experience of firm, including references, length of time and service, list of other clients, office location and related information.
  - iii. Proposed use of sub-contractors and their qualifications.
  - iv. Proposed schedule of fees and schedule of work.
  - v. Other information of interest.
- b. A sample contract for providing Crossing Guard Services is attached as Exhibit A and incorporated herein.
- c. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Services may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- d. In evaluating Bids, City will consider whether or not the Bids comply with the prescribed requirements in this RFB. In evaluating Bidders, City will consider the qualifications and prior experience of Bidders in accordance with applicable City municipal code, policies, and directives. City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed personnel, Subcontractors, individuals, or entities to perform the services.

**2. Subcontractors:** Submittal shall include a list of all subcontractors that Bidder contemplates using for approval by the City. Once approved, the list shall not be changed without prior written permission by the City of Walnut Creek.

**3. Examination of Requirements:** Before submitting a bid, each Bidder shall be held responsible for having examined the bid document and be fully informed of the conditions, requirements, and requirements of the work or materials to be furnished. Failure to do so will be at the Bidder’s own risk and relief on a plea of error cannot

be secured.

**4. Questions, Interpretations, or Corrections of Bid Document:** Bidder shall notify the City promptly of any error, omission, or inconsistency that may be discovered during the examination of the solicitation. Questions may be directed to Katie Bruner, Administrative Analyst for City of Walnut Creek at 925-256-3536.

All clarifications, corrections, or changes to the solicitation document will be made by Addendum only. Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the solicitation and any agreement documents. Any addendum issued will be sent to all known solicitation holders by facsimile or US mail. It is the Bidder's sole responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum.

**5. Prices, Notations, and Mistakes:** All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the bid. Prices shall be stated in units and bids made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the bid will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

**6. Terms of the Offer:** The City's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. *Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.*

**7. Agency Compliance/License:** All equipment and materials shall comply with all federal, state, and local safety rules and regulations, including OSHA. All transactions related to this solicitation and any award/order resulting from it shall be governed by the laws of the State of California. The Contractor shall possess any appropriate valid license for the services designated herein at the time the bids are opened.

**8. Award:** The contract shall be awarded in accordance with the City's municipal code, policies, and directives; and in a timely manner. Upon written notification of award, the successful bidder must be prepared to enter into a standard services agreement with the City, attached hereto as Exhibit A, and provide the required insurance sufficient to the City consistent with section 9 below. The successful Bidder must submit the required insurance certificates, additional insured endorsements consistent with the Insurance and Indemnification Requirements portion of these instructions, business license, and three copies of the executed contract within ten (10) working days. Failure to provide the required documents within the time allowed may result in withdrawal of award.

**9. Insurance:** Successful bidder must comply with the City of Walnut Creek's insurance requirements as included in this solicitation document. Contract will be required to provide Certificates of Insurance with separate endorsements naming the City of Walnut Creek, its respective officers, officials, agents, employees, and volunteers as additional insureds and to maintain such insurance for the entire length of the Contract. The additional insured endorsements are to be primary and non-contributory and subject to City approval.

Types of insurance required:

1. Workers' Compensation
2. General Public Liability and Property Damage
3. Automobile and Property Damage

All insurers **MUST** be listed by the State of California, Department of Insurance as being certified to transact Surety insurance in the State of California, with a Best's rating of no less than A:VII. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn during the project, work will be stopped until such time as the contractor furnishes new insurance from a Certified insurer.

**11. Business License:** The successful bidder will be required to obtain a City of Walnut Creek business license and keep each license current during the period of performance on the contract resulting from this solicitation. Questions regarding business licenses may be addressed to Sheri Lund, City of Walnut Creek, Revenue Collection Coordinator at [businesslicense@walnut-creek.org](mailto:businesslicense@walnut-creek.org) or (925) 943-5831.

**12. Payment Terms:** Upon receipt of a correct invoice and adequate documentation, the City will issue separate payments for services rendered in the City within thirty (30) days. (See also, Specifications, Item 5.)

**13. Bid Forms:** Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include **two (2) complete copies**. Each copy must be labeled as “copy”. All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package.

Please note that upon the opening of the submittals, all documents submitted in response to this solicitation document will become the property of the City of Walnut Creek and will be regarded as public records under the California Public Records Act (Government Code Section 6250 *et seq.*) and subject to review by the public. All proprietary information, as defined by the California Public Records Act, must be enclosed in a separate folder or envelope and marked trade secret and submitted with the rest of the proposal. The City will not recognize submittals where all the information in the proposal is submitted as proprietary information or a trade secret.

**14. Modifications and Withdrawal:** Bids may not be modified after submittal. Bidders may withdraw bids at any time before the bid opening, provided that a request in writing, executed by the bidder or its duly-authorized representative for the withdrawal of such bid, is filed with the City of Walnut Creek prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

**15. Submittal Deadline and Bid Opening:** Bid must be submitted on the forms (Submittal Section) supplied in this document. It is requested that the submittal include **two (2) complete copies**. Each copy must be labeled as “copy”. All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package.

Bids must be submitted on the form and in the format provided. Submittals are opened publicly at the office of the City Clerk, City of Walnut Creek, 1666 North Main Street, Walnut Creek, CA 94596 (Note that Walnut Creek will act as the recipient of all bids on behalf of both cities). Bids are to be submitted in a sealed envelope to: **City of Walnut Creek, City Clerk's Office, 1666 North Main Street, Walnut Creek, CA 94596.** Bidder assumes the burden of delivery. Submittals are to be submitted in a sealed envelope clearly marked:

**“REQUEST FOR CITY OF WALNUT CREEK BID # 2019-311-01-PW  
CONTRACT TO PROVIDE CROSSING GUARD SERVICES  
Attn: Katie Bruner  
DUE: APRIL 17, 2019, 12:00 NOON”**

Bid submittals will be received until **WEDNESDAY, APRIL 17, 2019, 12:00 NOON**, as determined by [www.time.gov](http://www.time.gov). Late submittals will not be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late bids will not be accepted. It is the bidder's responsibility to see that their bids have sufficient time to be received by the Walnut Creek City Clerk's Office before the submittal deadline.

All bids submittals will be opened at 12:00pm, on Wednesday, April 17, 2019 at the place indicated in the advertisement or the Invitation to Bid and, unless obviously non-responsive, read aloud publicly.

**TERMS AND CONDITIONS**

The selected contractor will work under a services agreement, attached hereto and incorporated herein as Exhibit A. The terms and conditions of the agreement will be on an agreed time and material basis with a not to exceed fee. The prime contractor will be responsible for sub-contracting as required. The contractor’s attention is directed to the attached sample agreement. Please pay close attention to the insurance and indemnification requirements. None of the language in the agreement is negotiable.

**SPECIFICATIONS/REQUIREMENTS**

1. **Scope:** The successful vendor shall provide capable and reliable personnel to fill Crossing Guard requirements of the City of Walnut Creek; provide a staff member to handle the Crossing Guard program for the City.

2. **Locations:** Crossing Guard locations and times for the 2019/2020 school year are as follows:

<b><u>Walnut Creek Locations</u></b>	<b><u>Hours (Maximum)</u></b>	<b><u>School</u></b>
Walnut Boulevard and Ygnacio Valley Road	3.0 Hrs.	Walnut Creek Intermediate
Blackstone Drive and Wiget Lane	3.0 Hrs.	Walnut Acres Elementary
San Juan IFO Buena Vista Elementary	3.0 Hrs.	Buena Vista Elementary
Buena Vista Avenue and School Lane	3.0 Hrs.	Buena Vista Elementary
Alvarado Drive and Buena Vista Avenue	3.0 Hrs.	Buena Vista Elementary
Cedro Lane and Oak Grove Road	3.0 Hrs.	Foothill Middle
Scots Lane and Walnut Boulevard	3.0 Hrs.	Walnut Heights
Blackstone Drive and Walnut Avenue	3.0 Hrs.	Walnut Acres
Hutchinson Road and Walnut Avenue	3.0 Hrs.	Foothill Middle
Carriage Drive and Treat Road	3.0 Hrs.	Bancroft Elementary
Parish Drive & Claiborne Drive	3.0 Hrs.	Bancroft Elementary
Peachwillow and Wintergreen	3.0 Hrs.	Valle Verde Elementary

Note: The City may change, add or eliminate locations served as requirements are evaluated. Bids are to be based on an hourly rate charge for providing Crossing Guard service. Crossing guards are needed one hour in the morning and one hour in the afternoon at most locations with start / end times based on school hours. Maximum hours listed in the specifications reference the maximum hours that can be billed at each location depending on need and hours actually expended. Except as otherwise required by law, Contractor will be paid for actual hours worked at each location. There is no allowance for “minimum hours” and any request for payment in excess of three hours per day at any location must be justified in writing to the City, and approved in advance by the City. The exact beginning times for

each location are to be determined by the City and respective school districts based on the schedules of the schools served.

The City reserves the right to increase or decrease the amount of any class or portion of work or to omit any portion(s) of the work as may be deemed advisable at the contract price. Price negotiations on the contract are optional if the amount of the work is different from the above estimates by 25% or greater.

### **3. Contract Services:**

Services contracted will be as follows:

- 3.0. **Contract Service.** Provide capable and reliable personnel to fill Crossing Guard requirements as indicated above.
- 3.1 **Management.** Provide staff member to handle the Crossing Guard program for the City of Walnut Creek. Each Crossing Guard hired will be able to contact the assigned staff person in case he/she cannot report for his/her assignment.  
  
The staff member will then ensure, when a Crossing Guard is unable to report to his/her assigned location, that a backup Crossing Guard can be reached to report to the designated location at the required times agreed to per the Agreement with the City.
- 3.2 **Recruiting.** The bidder shall have a recruiting plan that will assure a fully qualified backup Crossing Guard to be available for each Crossing Guard position designated by the City of Walnut Creek.
- 3.3 **Employee Screening.** The Bidder shall submit to a background screening of all Crossing Guards or any personnel who have supervisory or disciplinary authority over minors and shall notify the City if any of these employees have been convicted of any criminal offenses and the nature of the offense. Pursuant to Public Resources Code Section 5164, the City reserves the right to prohibit the employment or hiring of any individual by Contractor if that individual has been convicted of any offense specified in Penal Code Section 11105.3(c)(1) or Public Resources Code Section 5164.  
  
The bidder shall agree that none of its employees shall work as Crossing Guards or with minors unless the proper screening and notification to the City has taken place.
- 3.4 **Training.** Bidder agrees to fully train each Crossing Guard prior to their being assigned to any duties. All training will include instructions on how to hold the Crossing Guard stop sign and where to stand during the time children are crossing the roadway. Crossing Guards will be instructed on the wearing of a safety vest, and the proper method required to report any and all violations of the hand-held stop sign used to control the movement of vehicular traffic on the roadway.
- 3.5 **Clothing and Equipment.** The Bidder shall be responsible to provide the proper equipment, including but not limited to safety vests, Crossing Guard stop signs to be used by each Crossing Guard, and appropriate rain gear.

**4. Term and Termination of Agreement:** The service contract shall commence on the first day of the 2019/2020 school year for both the Mt. Diablo Unified School District and the Walnut Creek School District, and shall expire at the end of the 2020/2021 school year. The agreement provides for up to two (2) two-year extensions at or near the same unit prices, at the option of the City.

- 4.1 **Termination of Agreement.** Either of the parties shall have the right at any time to terminate this agreement by giving the other party 60 days prior written notice of intention to terminate.

**5. Payment and Records:** The City of Walnut Creek will pay for the hourly services under the services contract in accordance with the agreed Crossing Guard locations to be worked in Walnut Creek. The City will be billed the agreed hourly rate per hour for each hour worked in Walnut Creek.

- 5.1 **Payroll Time Management and Legal Requirements.** The bidder will meet all state and federal requirements regarding payroll taxes, minimum wage, workers' compensation, and fair employment practices. The bidder specifically represents that all services under this proposal shall be available to all qualified persons regardless of age, sex, race, religion, national origin, or ethnic background.

- 5.2 **Bi-Weekly Payment of Employees.** At the completion of each work week, Bidder shall agree to be responsible for time card preparation and review in order that each worker will receive their payroll check bi-weekly. Bidder will handle all payroll responsibilities.

**6. Hourly Rate:** Bid submitted to the City shall stipulate hourly rate that Bidder agrees to charge the City. All costs, including all applicable taxes, shall be including in the hourly rate bid.

**7. Equal Opportunity Clause of Executive Order:** The successful Bidder shall not discriminate against any employee or applicant for employment on the basis of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California law.

**8. References/Prior Experience or Similar Projects:** As part of the submittal, each Bidder should provide a description of similar services or contracts provided or entered into within the last two years. Further, as part of the submittal, a minimum of two references are required. Each reference must be current, having been a client over the last two years, and of the similar type of work that is sought in this RFB. Each reference must include the name of the company or organization, the name of a contact person, the address, telephone number, and fax number. The City reserves the right to contact these references as part of the evaluation.

### **BID PROTEST PROCEDURES**

A bidder who submits a bid proposal may protest pursuant to the protest procedure as set forth herein. Any attempted protest which fails to comply with this section shall be deemed to be an invalid protest and automatically denied.

A bid protest must be in writing and filed with the City's Public Works-Engineering Division before 5:00 p.m. no later than three (3) business days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- 1) Only a bidder who has actually submitted a bid is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 2) The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. The bid protest must refer to the specific portion of the contract documents upon which the protest is based. Materials submitted after the Bid Protest Deadline will not be considered.
- 3) The protest must state the facts and refer to the specific portion of the document(s), specifications or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

- 4) The party filing the protest must concurrently transmit a copy of the protest and all supporting documents by fax or by e-mail to the bidder who is the subject of the protest.
- 5) The protested bidder may respond to the bid protest by filing a written response with the City within forty-eight (48) hours after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. A copy of such responses filed with the City shall be provided to the protesting bidder.
- 6) The City shall review all timely protests prior to formal award of the contract. At the time of the City Council’s consideration of the award of the contract, the Council may also consider the merits of any timely protests. The Council may either accept the protest and award the contract to the next lowest responsible and responsible bidder, or reject the protest and award to the lowest responsive and responsible bidder.

The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a challenge of the award pursuant to applicable California laws, or initiation of legal proceedings.

Nothing in this section shall be construed as a waiver of the City’s right to reject all bids. The City reserves the right to waive any bid irregularities not affecting the amount of the bid, except where such waiver would give the low bidder an advantage or benefit not allowed other bidders.

**EXHIBIT A**

**(Sample)  
CONTRACT FOR PROVIDING CROSSING GUARD  
SERVICES WITH CITY OF WALNUT CREEK.**

This Agreement is entered into between \_\_\_\_\_ ("Contractor"), the City of Walnut Creek ("Walnut Creek") on \_\_\_\_\_, 2019.

**RECITALS**

The City of Walnut Creek has identified goals to provide crossing guard services in connection with the schools located within the City's boundaries.

Contractor's qualifications have been reviewed and accepted by the City of Walnut Creek. Contractor desires to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, Walnut Creek and Contractor agree as follows:

**AGREEMENT**

1. Services. Subject to the terms and conditions set forth in this Agreement ("Agreement"), Contractor shall provide the professional services as described in the attached "Statement of Work". Attached as Exhibit A is list of addresses/crosswalks identified for the City.

2. Payment.

(a) Payment for Professional Services. For and in full consideration of the full and successful performance of the obligations of this Agreement, the City agrees to pay Contractor and Contractor agrees to accept from City as full compensation for said services, per the invoicing scheduled attached as Exhibit B. The bill shall include a summation of work performed and work remaining to complete the scope of work. The City shall pay the invoice within 30 calendar days.

(b) Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if first mutually agreed to in writing by the City and Contractor.

3. Term. The term of this Agreement shall commence on July 1, 2019 and terminate on June 30, 2021.

(a) Extension of Term. The term of this Agreement may be extended for two (2) additional periods of two (2) years each commencing on the expiration of the initial or extended term upon the mutual agreement of the parties. Contractor shall give written notice of its request for extension of the term of the Agreement to City at least ninety (90)

days prior to expiration of the initial or extended term. The extension(s) of the term of this Agreement shall be subject to a review of Contractor's performance in accordance with the terms and conditions of this Agreement and shall be subject to the City's approval.

(b) Month-to-Month Extension. Should the term of this Agreement or any extension of this Agreement expire without extension as provided above, this Agreement shall continue on a month-to-month basis, subject to the same terms and conditions, until either party gives the other party written ten (10) days notice of termination of the Agreement.

4. Crossing Guard Services Locations and Hours. The locations and times for providing Crossing Guard services for the 2019/2020 school year are provided in Exhibit A. The City may change, add or eliminate locations served as requirements are evaluated. Generally, Crossing Guards are needed one hour in the morning and one hour in the afternoon at most locations with start / end times based on school hours. Maximum hours listed in Exhibit A reference the maximum hours that can be billed at each location depending on need and hours actually expended. Except as otherwise required by law, Contractor will be paid for actual hours worked at each location. There is no allowance for "minimum hours" and any request for payment in excess of three hours per day at any location must be justified in writing to the City, and approved in advance by the City. The exact beginning times for each location are to be determined by the City and school districts based on the schedules of the schools served.

The City reserves the right to increase or decrease the amount of any class or portion of work or to omit any portion(s) of the work as may be deemed advisable at the contract price.

5. Facilities and Equipment. Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. Contractor shall not purchase any equipment on behalf of the City or perform any services beyond those specified in the Statement of Work without the advance written approval of the City.

6. Subcontracting. Contractor shall not be permitted to subcontract any portion of this Contract without the express written consent of the City.

7. Independent Contractor. All parties understand that Contractor, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither Walnut Creek or any of its officers or employees shall have any control over the manner by which the Contractor performs this Agreement and shall only dictate the results of the performance. Contractor shall not represent that Contractor or its agents, employees, or independent contractors are agents or employees of Walnut Creek. Except as the City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement, to bind the City to any obligation whatsoever.

8. Background Screening. Contractor agrees to submit to background screening of all Crossing Guards or any personnel who have supervisory or disciplinary authority over minors and shall notify the City if any of these employees have been conviction of any criminal offenses and the nature of the offense. Pursuant to Public Resources Code Section 5164, the City reserves the right to prohibit the

employment or hiring of any individual by Contractor if that individual has been convicted of any offense specified in Penal Code Section 11105.3(c)(1) or Public Resources Code Section 5164. Contractor agrees that none of its employees shall work as Crossing Guards or with minors unless the proper screening and notification to the City has taken place.

9. Taxes. Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the City of Walnut Creek from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.

10. Termination. This Contract may be terminated at any time for breach, and the City may terminate at any time for any reason upon sixty (60) days written notice to the Contractor. Contractor shall accept as full payment for services rendered to the date of termination a pro rata share of the total contract payment based on the portion of work actually performed, as determined by actual hours worked. Contractor will submit a final invoice to the City detailing hours worked up through the date of the stop work notice.

- a. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City for all costs incurred by the City in completing or procuring the completion of performance in excess of the contract price herein specified.

11. Amendment. It is mutually understood and agreed that no alteration or variation of the terms of this Contract, or any subcontract requiring the approval of the City, shall be valid unless made in writing, signed by the parties hereto.

12. Non-Solicitation Clause. The Contractor warrants that he/she has not employed or retained any company or persons, other than a bona fide employee working solely for the Contractor, or paid any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage free, gift, or contingent fee.

13. Indemnification. Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including any injury or death of any person or damage to property) arising out of Contractor's performance of work under this Agreement (including that of its employees, agents and subcontractors) except to the extent such loss or damage is caused by the sole negligent acts

or willful misconduct of the City. The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 14 relating to insurance.

14. Insurance. Contractor shall procure and maintain at its sole cost for the duration of this agreement the following insurance:

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(i) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

(ii) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 ("any auto").

(iii.) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(b) Minimum Limits of Insurance. Contractor shall maintain policy limits of no less than:

(i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(iii) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

(c) Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(i) General Liability and Automobile Liability Coverage.

a. The City, its officers, officials, employees, agents and volunteers are to be separately covered as insured with respect to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles hired or borrowed by

Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

b. Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City

- (e) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by mail has been given to the City.
- (f) Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII,
- (g) Verification of Coverage. Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. 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. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

15. Safety and Accidents. Contractor shall comply with all laws and industrial safety standards. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the appropriate City's Risk or Claims Manager by telephone.

16. Ownership of Documents. All documents of any type developed or obtained by Contractor in the performance of this Agreement shall be deemed to be the property of the City.

17. Notice. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address:

**CITY OF WALNUT CREEK:**

City of Walnut Creek  
Attn: Katie Bruner  
1666 North Main Street  
Walnut Creek, CA 94596

**CONTRACTOR:**

18. Assignment. This Agreement contemplates the personal services of Contractor and its employees and it is understood by both parties that a substantial inducement for the City in entering into this Agreement was, and is, the professional reputation and competence of Contractor. Contractor shall not assign or otherwise transfer this Agreement or the rights or obligations hereunder without the prior written consent of the City.

19. Qualifications. Contractor represents that it and its employees are fully qualified to perform the services under this Agreement. Contractor represents and warrants to the City that Contractor has, and at all times during the performance of this Agreement shall maintain, all licenses, permits, qualifications and approvals of any nature which are required for Contractor to practice Contractor's profession.

20. Time of Performance. The time of performance of the services under this agreement is important to the City, and all time deadlines identified in the work schedule shall be strictly construed. If the City determines, in its sole discretion, that good cause exists for an extension of any deadline, the City may extend such deadline.

21. Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor practices his/her/its profession. The City shall be the sole judge as to whether the service of the Contractor is satisfactory.

22. Prohibited Interests. No officer or employee of the City of Walnut Creek shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

23. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Contra Costa, California. In the event of any action to enforce or interpret this agreement, the non-prevailing party shall pay the prevailing party's reasonable costs, including reasonable attorneys' fees.

24. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Date: \_\_\_\_\_, 2019

**CONTRACTOR**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

**CITY OF WALNUT CREEK**

By: \_\_\_\_\_

Approved as to form:

**RFB #XXXX – ANNUAL CONTRACT TO PROVIDE CROSSING GUARD SERVICES**

**BID SUBMITTAL**

**TO THE CITY COUNCIL OF THE CITY OF WALNUT CREEK:**

In compliance with the notice inviting sealed bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers’ Compensation Insurance and all payroll taxes on such labor) to complete CROSSING GUARD SERVICES, in accordance with the Specifications and General and Work Conditions therefor, and further agrees to enter into a Contract therefor, at the prices listed in the accompanying proposal. All prices and fees, including all applicable taxes, are included.

**1. CROSSING GUARD SERVICES in accordance with the requirements of this solicitation document:**

		<u>Hourly Rate</u>	<u>Total</u>
City of Walnut Creek	6,480 hours (12 locations)	\$_____	\$_____

The total numbers of hours listed above is an estimate only for comparison of bids. The City shall pay only for actual hours worked at the above unit price, as more fully described in “Specifications/Requirements”, Item 2.

**2. Addenda Acknowledgement: The undersigned acknowledges the receipt of the following addenda (if any) to the bid document.**

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

**3. Firm Information: If the bidder is an individual, so state, if a firm or co-partnership, state the firm name and give the name of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and provide names of president, secretary, treasurer and manager thereof.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**4. Subcontractors: In conformance with “Instructions to Bidders, Item 2.0, Subcontractors” of this solicitation document all persons submitting bids shall list the name and location of place of business of each subcontractor regardless of the character of the work. (Attach additional page(s), if necessary.)**

