



**CITY OF
WALNUT
CREEK**

RFQ# 2025-002-AR

REQUEST FOR QUALIFICATIONS
SECURITY GUARD SERVICES

RFQ submittal deadline:
4:00 pm on November 26, 2025

City of Walnut Creek
Arts + Recreation Department, Third Floor
1666 North Main Street
Walnut Creek, CA 94596

Attn: Kevin Gordon
Business Manager, Arts + Recreation
(925) 256-3561
kgordon@walnutcreekca.gov

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A. BACKGROUND AND PURPOSE FOR REQUEST

The City of Walnut Creek ("City"), through its Arts & Recreation Department, provides facilities and venues that host a wide range of public, private, and corporate events, as well as ongoing community and cultural programming. To support these activities and ensure a safe and secure environment for all participants, the City seeks one or more qualified firms to provide as needed unarmed security guard services at City facilities and events. These services are intended to protect patrons, staff, facilities, and grounds through professional, non-lethal, on-site protective functions.

The Arts & Recreation Department requests a Statement of Qualifications ("SOQ") from firms desiring to provide as needed unarmed security guard services at various City facilities and events.

The purpose of this Request for Qualifications ("RFQ") is to obtain SOQs from security guard firms, to evaluate their qualifications through a selection process, and to select the most qualified firm(s) to provide as needed unarmed security guard services at various City facilities and events. The selected firm(s) ("Contractor(s)") will enter into a five-year agreement with the City to provide as needed unarmed security guard services to the City.

B. SPECIFICATIONS AND SCOPE OF WORK

1. Purpose

The Contractor(s) will provide unarmed, professional security guard services for City of Walnut Creek facilities and events. The purpose is to protect the safety of patrons, staff, property, and grounds, and to deter loss, damage, or injury through a visible and professional presence. This RFQ is for as needed services for events and facilities. The City does not anticipate requesting ongoing daily or weekly services. The majority of coverage will be for overseeing facility rentals at City-owned properties, oftentimes in the evenings; other coverage situations might include street fairs, outdoor concerts, and similar community events.

2. General Provisions

- Contractor(s) shall provide fully qualified, trained, and uniformed personnel, as further defined in Sub-section 5, to perform protection and patrol services at City facilities and events.
- Contractor(s)'s personnel will not be considered employees of the City; all services are provided by Contractor(s).
- The City will notify the Contractor(s) when security coverage is needed, providing at least 30 days' notice when possible. Due to the nature of City events and facility operations, requests for coverage may occasionally occur with shorter notice, and the Contractor(s) is expected to accommodate last-minute requests when feasible. The Contractor(s) shall provide a monthly staffing schedule electronically and update it as changes occur.
- Contractor(s) shall maintain a sufficient pool of personnel to cover all scheduled shifts, including absences and emergencies.

3. Guard Duties

Security guards shall:

- Maintain a visible presence at entrances, lobbies, parking areas, and other designated areas.

- Conduct walk-through patrols of facilities and grounds at least once per hour, or as directed, checking doors, gates, lights, and parking lots.
- Monitor and report any suspicious, unsafe, or unlawful activity.
- Deter theft, vandalism, or misuse of City property.
- Provide assistance to patrons, staff, and visitors with directions and escorts when appropriate.
- Respond to emergencies by summoning police, fire, or medical services and assisting as directed.
- Follow City instructions regarding access control, including opening and securing doors and gates.
- Operate CCTV or other security equipment when directed by the City, in compliance with the City's Citywide Camera Systems and Data Policy.

4. Appearance and Conduct

- Guards must wear clean, professional uniforms with the company name clearly visible and carry photo identification at all times.
- Uniforms must not resemble those of law enforcement.
- Guards must act with courtesy and professionalism. Sleeping on duty, personal phone use, intoxication, offensive language, harassment, misuse of authority, or improper use of City property are prohibited.
- The City reserves the right to require removal of any guard for unprofessional appearance or conduct.

5. Training and Qualifications

- All guards must hold valid California BSIS Guard Cards.
- Contractor(s) shall ensure guards receive training in: site orientation, customer service, de-escalation, emergency procedures, and reporting requirements.
- Contractor(s) shall provide proof of training materials or policies upon request.
- Contractor(s) must complete background checks in compliance with California law for all security guards.

6. Supervision and Management

- Contractor(s) shall designate an authorized employee as the primary contact, who shall be available at all times.
- Contractor(s) shall provide field supervisors to make periodic site visits and ensure quality performance. The City may determine a reasonable frequency of site visits.
- Contractor(s) shall maintain a current list of City emergency contacts available to guards at each site, provided by the City.

7. Recordkeeping and Reporting

- Guards shall maintain daily duty logs recording patrols, incidents, and time on/off post.
- Contractor(s) shall maintain logs and incident reports, and shall make these available to the City upon request.
- All incidents of fire, accident, injury, property damage, or serious disturbances must be reported immediately to City staff and followed by a written report within 24 hours.

8. Performance Standards

- Contractor(s) must ensure reliable, on-time staffing for all scheduled assignments.
- Guards must remain alert, attentive, and engaged throughout their shifts.

- Contractor(s) shall maintain accurate time and attendance records, and shall make these available for City audit.
- Contractor(s) shall invoice the City monthly for services performed.
- Failure to meet performance standards may result in corrective action or contract termination.

C. ADDITIONAL TERMS

- 1. Contract Term:** This contract shall be for a term of five years starting on the date of contract execution.
- 2. Rate Guarantee and Adjustment:** The Contractor’s proposed rates shall be guaranteed and not subject to increase during the first contract year. Beginning in the second contract year, rates shall be adjusted annually by the lesser of four percent (4%) or the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), San Francisco–Oakland–Hayward, CA, as published by the U.S. Bureau of Labor Statistics for the prior 12-month period.
- 3. No Guaranteed Contract Utilization:** The City does not guarantee utilization through any resultant contract. The RFQ may provide estimates of utilization solely to help Responder(s) prepare their bids and does not serve as a guarantee of usage. The City reserves the right to make multiple or partial awards. The City reserves the right to use other appropriate contract sources to obtain these products or services. The City may also periodically re-solicit these services, or to invite additional Responder(s) to submit bids for award. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.
- 4. Vendor Pool:** If the City awards multiple contracts to form a vendor pool, the City may place an order with any pool vendor or may solicit multiple quotes to select among the pool vendors. If a quote is requested, the Vendors must use the costs and hourly rates in the contract.
- 5. Insurance Requirements:** The City requires insurance in accordance with the insurance requirements listed in Attachment 2 to this RFQ.

D. DESIRED QUALIFICATIONS

The City of Walnut Creek seeks a Contractor with the following qualifications:

1. Licensing & Compliance

- Valid California Private Patrol Operator (PPO) license.
- All assigned personnel must hold valid Bureau of Security & Investigative Services (BSIS) Guard Cards and complete background checks in compliance with California law.

2. Experience

- Demonstrated experience providing unarmed security services for municipalities, public agencies, or large facilities/events within the last five (5) years.
- Prior experience working in cultural, recreation, or event settings is strongly preferred.

3. Staffing & Supervision

- Ability to provide consistent staffing coverage with minimal substitutions. Overtime pay is not

permitted under this contract.

- Established system for on-call replacements and field supervision with routine site visits.
- Designated Project Manager with 24/7 availability.

4. Training & Professional Development

- Documented training program covering customer service, de-escalation, emergency response, incident reporting, and cultural competency.
- Commitment to ongoing professional development for assigned staff.

5. Communication & Reporting

- Ability to provide daily logs, incident reports, and monthly summaries in a consistent, professional format.
- Familiarity with guard tour tracking systems or electronic verification preferred.

6. Local Presence

- A local office or dispatch center within a reasonable distance of Walnut Creek is preferred to ensure timely support and supervision.

E. DEADLINES AND PROCEDURES FOR SUBMITTING SOQ

Milestone	Associated Date
Release of RFQ	November 5, 2025
Question Submission Deadline	November 12, 2025
Response to Questions Deadline	November 19, 2025
Responses Due	November 26, 2025
Notification of Selection	December 3, 2025
Estimated Start of Contract	January 1, 2026

Any questions regarding this Request for Qualifications(s) must be sent to Kevin Gordon at kgordon@walnutcreekca.gov by November 12, 2025. The email’s subject must contain the words “Request for Qualifications Question”. An answer to any questions received will be returned no later than November 19, 2025.

Responses meeting the above stated requirements must be submitted by November 26, 2025. Submissions received after that date will not be reviewed nor considered valid.

Email submissions should be sent to Kevin Gordon kgordon@walnutcreekca.gov. The email’s subject line must contain the words “Request for Qualifications”.

Hard copies and electronic versions via USB drives are also acceptable and should be delivered to:

City of Walnut Creek
Arts + Recreation Department
Attn: Kevin Gordon
1666 N. Main Street

Walnut Creek, CA
94596

F. FORMAT OF SUBMISSION

Submissions shall be submitted in digital format (PDF preferred). Responders are encouraged to keep their submission concise. Any materials submitted become the property of the City and will not be returned.

Each submission must include the following, in the order listed below:

1. **Cover Letter**
Briefly introduce your company, identify the primary contact for the submission, and explain your interest in providing security guard services to the City of Walnut Creek.
2. **Company Qualifications**
Describe your company's experience providing security guard services to public agencies, especially municipalities recreation departments, or park departments. Include how long you have been in business and any relevant certifications or regulatory compliance.
3. **Key Personnel**
Identify key individuals responsible for account management, including their roles and relevant experience.
4. **Staff Availability and Schedule Management**
Describe how your company ensures sufficient staffing levels to meet changing demand, account for staff shortages and absences, and ensure necessary coverage.
5. **Pricing Proposal (Attachment 1)**
Provide an itemized pricing schedule.
6. **References**
Provide at least two references from similar public-sector clients (preferably in California) that you have worked with in the past five (5) years.
7. **Past Contract Performance**
Disclose any contracts or agreements that have been terminated for default or convenience in the last three years, if applicable.
8. **Litigation Disclosure**
List any ongoing or pending litigation that could impact your ability to perform under this contract.
9. **Insurance & Business License (Attachment 2)**
Confirm your ability to meet the City's insurance and indemnification requirements by providing the appropriate certificates and endorsements. Alternatively, include any requested exception to the City's insurance and/or indemnification requirements. A current City of Walnut Creek business license is required before execution of the contract.
10. **Proposed Contract Terms and Conditions**
Include any and all proposed contract terms and conditions.

G. SELECTION PROCESS

I. Submission Review and Evaluation

All SOQs submitted by the deadline and in accordance with the format requirements will be reviewed for responsiveness. The City will evaluate each submission based on the following primary criteria:

- Responsiveness to the specifications and requirements of this RFQ.
- Pricing and overall value to the City.
- Demonstrated experience and qualifications of the firm and assigned personnel.
- Quality and clarity of the firm's approach, supervision, and reporting practices.
- References from similar projects or municipal clients.

The City reserves the right to consider other factors in its best interest and to award the contract to the firm that provides the most advantageous SOQ, not necessarily the lowest priced.

Responses that do not meet the submittal requirements or are materially incomplete may be disqualified from further consideration.

II. Final Selection and Award

The City's final selection will be based primarily on Responder(s)'s capability to meet the staffing and scheduling needs of the City, as well as competitiveness of pricing. If no single Responder is able to supply the required services in accordance with the City's needs, the City may choose to make multiple or partial awards and establish a vendor pool. The City does not guarantee volume or exclusivity to any Responder(s) and reserves the right to order from one or more Responder(s) in the pool based on operational requirements. All contract awards will be contingent upon the City's verification of required insurance and a current Walnut Creek business license.

Responder(s) are advised to become familiar with all conditions, instructions, and specifications of this RFQ, including the City's standard Consulting Services Agreement, attached hereto and incorporated herein as Attachment 3. Responder(s) interested in responding to this RFQ should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. The Specifications and Scope of Work listed in Section B of this RFQ will become part of the final agreement.

The City reserves the right to award in whole or in part, by item or group of items, when such action serves the best interest of the City. The City and Responder(s) may agree to add additional work to the agreement by mutual agreement at a later date. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis. In particular and as a part of the services agreement, the City reserves the right to increase, reduce, or modify the Scope of Services as it may find necessary or appropriate in response to changes in circumstances or budget conditions.

H. TERMS OF RFQ

1. This RFQ is not an offer by the City to contract with a Responder responding to this RFQ.
2. The City of Walnut Creek reserves the right to reject any or all responses received because of this RFQ; to extend the submission due date for; to modify, amend, cancel, reissue or

- rewrite this document; and to procure any or all services by other means.
3. By submitting a proposal, Responder(s) represents and warrants that it has thoroughly examined and is familiar with the work required under this RFQ, that Responder(s) has conducted such additional investigation as it deems necessary and convenient, that Responder(s) is capable of providing the services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFQ, and that Responder(s) has reviewed and inspected all materials submitted in response to this RFQ. Once the Responder(s) has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Responder(s) to request additional compensation.
 4. All costs for preparing or responding to this RFQ are solely the responsibility of the Responder and shall not be reimbursed in any manner by the City.
 5. A Responder may withdraw and resubmit a SOQ prior to the SOQ submission deadline. No re-submissions will be allowed after the submission deadline.
 6. The selected Responder(s) is required to provide a valid City of Walnut Creek business license number prior to contract approval.
 7. SOQs and materials produced by the selected Responder(s) in the course and scope of this engagement shall become property of the City of Walnut Creek once received by the City.
 8. The City does not make representation that an agreement will be awarded to any party making a submittal.
 9. The City reserves the right to reject any SOQs that are deemed to be unresponsive, reject all SOQs, in whole or in part, or to otherwise cancel this RFQ, in whole or in part. The City reserves the right to request clarification of any SOQ term from Responder(s).
 10. The City may contact the references provided; contact any Responder(s) to clarify any response; contact any current users of a Responder's services; solicit information from any available source concerning any aspect of a SOQ; and seek and review any other information deemed pertinent to the evaluation process. The City reserves the right to waive informalities and minor irregularities in SOQs received and/or the RFQ process.
 11. Any irregularities or lack of clarity in the solicitation should be brought to the City's attention as soon as possible so that corrective addenda may be furnished to Responder(s) if deemed necessary by the City.
 12. Any final contract will include the City's standard insurance and indemnification requirements.
 13. SOQs must include any requested exception to the City's standard insurance and/or indemnification requirements and shall include any and all of Responder's proposed terms and conditions, including the Responder's standard contract language. The omission of these documents may render a SOQ non-responsive (the Standard City Consultant Services Agreement is attached as Attachment 3).
 14. Each Responder must include in its SOQ a complete disclosure of any alleged significant prior or ongoing contract failures, suspensions, any civil or criminal litigation or investigation pending which involves the Responder or in which the Responder has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any SOQ. The City reserves the right to reject any SOQ based upon the Responder's prior history with the City or with any other party, which documents, without limitation,

unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

15. Any contract resulting from this solicitation shall not be effective unless and until approved by the appropriate City officials.
16. Responder understands and acknowledges that the representations above are material and important and will be relied on by the City in evaluation of the SOQ.
17. All SOQs and material submitted will become the property of the City and treated as a public record and will not be deemed confidential or proprietary. If a Responder(s) desires to claim portions of its proposal as exempt from disclosure as proprietary material or trade secret, it is incumbent upon the Responder(s) to clearly identify those portions as proprietary or trade secret by marking the top of each sheet of the submittal with the following legend:
“CONFIDENTIAL INFORMATION”
Please note that although the California Public Records Act recognizes certain confidential proprietary/trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Responder(s) submits is a trade secret or proprietary. If a request is made for information marked trade secret or proprietary, and a requester takes legal action seeking release of the materials it believes does not constitute proprietary or trade secret information, by submitting a SOQ in response to this RFQ, a Responder(s) agrees to indemnify, defend and hold harmless the City, its officials, representatives, agents, and employees, from any judgment, fines, penalties, and award of attorneys’ fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City’s award of the contract.
18. Responder(s) shall be in compliance with all applicable federal, state, and local laws, including but not limited to the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of the contract with the City or any renewal thereof.
19. By submitting a SOQ, the Responder represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy- related conditions, political affiliations or opinion, age, or medical condition.

Attachments:

Attachment 1 – Service Price Sheet

Attachment 2 – Insurance and Indemnification Requirements

Attachment 3 – City of Walnut Creek Standard Consultant Services Agreement

SERVICE PRICING SHEET

Responder(s) shall complete the following price sheet in full. All rates must be fully burdened (include wages, benefits, supervision, equipment, uniforms, overhead, and profit). Pricing shall remain firm for the first year of the contract.

Section A – Standard Security Guard Services

Please provide hourly rates (fully burdened, all-inclusive of wages, benefits, taxes, uniforms, training, equipment, overhead, and profit).

Position / Service Type	Hourly Rate	Notes
Unarmed Security Guard – Regular Shift	\$	
Unarmed Security Guard – Overnight	\$	
Supervisor / Field Lead	\$	
Holiday Rate	\$	

Section B – Optional or Specialized Services (if available)

List additional service offerings and associated costs (e.g., electronic guard tour system, CCTV monitoring, bag checks/entry screening, traffic/parking support, etc.).

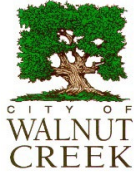
Service / Capability	Hourly or Unit Cost	Description / Notes
_____	\$ _____	_____
_____	\$ _____	_____

Section C – Additional Capabilities

Please describe any additional capabilities, technology, or value-added services your firm can provide (attach additional pages if necessary).

Section D – Rate Guarantee & Adjustments

- Are you able to conform with the rate guarantee and escalation terms outlined in section C(2)? Yes No
- If not, please describe proposed rate changes or escalation terms (or attach page with escalation terms):



INSURANCE REQUIREMENTS 2-4

Proof of insurance comprised of certificates of insurance and original endorsements of comprehensive general liability insurance written by one or more responsible insurance companies licensed to do business in California is required.

- **Certificate of Insurance**
 - **Certificate Holder:** City of Walnut Creek, 1666 North Main Street, Walnut Creek, CA 94596
 - **General Liability (GL) policy**
 - \$2,000,000 per occurrence
 - \$4,000,000 general aggregate
 - **Automobile Liability (if applicable)**
 - \$1,000,000 combined single limit per accident for bodily injury and property damage
 - **Workers' Compensation (WC) policy** as required by the Labor Code of the State of California and Employers Liability Insurance **(if applicable)**
 - \$1,000,000 per accident
 - \$1,000,000 per disease or injury
 - **Errors and Omissions Liability/Professional Liability (if applicable)**
 - \$1,000,000 per claim and annual aggregate

ALL Certificates of Insurance **MUST** have accompanying Endorsements

- **Endorsement(s)**
 1. GL and Auto: Additional Insured Endorsement
 2. GL and Auto: Primary and Non-Contributory (PNC) Endorsement
 3. GL: Completed Operations Endorsement (If Contract includes construction elements)
 4. WC: Waiver of Subrogation – must reference policy numbers.
 5. **If utilizing an Umbrella/Excess Policy to meet the \$2M-\$4M GL requirement:**
 - The Policy must include endorsements 1. and 2. listed above.
 - Alternatively, we will accept a Following Form that explicitly states it adopts the terms, conditions, and endorsements of the underlying General Liability policy.
 - **All Endorsements **MUST** reference the policy numbers.**

****The City will not accept a Certificate of Insurance (COI) alone as proof of insurance coverage.**

****The certificates and endorsements are to be on ISO-approved forms.**

****Acceptability of Insurers: Insurance is to be placed with insurers with an AM Best rating of no less than A**

CITY OF WALNUT CREEK SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is made and entered into between the City of Walnut Creek, a municipal corporation (“**City**”) and [REDACTED], (“**Consultant**”) effective as of [REDACTED] (the “**Effective Date**”). City and Consultant are hereinafter collectively referred to as (the “**Parties**”). In consideration of their mutual covenants, the Parties hereby agree as follows:

1. Scope of Services. Consultant shall provide the services and/or materials including: [REDACTED] (“the Work”), as more specifically described in the Scope of Services, attached hereto and incorporated herein as Exhibit A. The Work shall commence on [REDACTED] and shall be completed to the satisfaction of the City by [REDACTED] unless such date is extended or otherwise modified by the City in writing. Upon completion of the Work, the Agreement shall terminate after one (1) year thereafter unless such date is extended or otherwise modified by the City in writing. In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A, the text of the main body of this Agreement shall prevail.

2. Payment. City shall pay Consultant an amount not to exceed: [REDACTED] Dollars([REDACTED]), for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement. The calculation of payment for the Work shall be based on the rate(s) as set forth in Exhibit A. Consultant shall submit written invoice(s) to City for Work completed, and City shall have thirty (30) days from the receipt of an invoice to pay Consultant for Work satisfactorily performed. The amount identified above is the entire compensation payable to Consultant for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Consultant. No additional expenses or costs shall be paid by the City.

3. Independent Contractor. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the City and Consultant. At all times Consultant shall be an independent contractor and City shall not control the manner of Consultant accomplishing the Work. Consultant is not authorized to bind the City to any contracts or other obligations without the express written consent of the City.

4. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the “City Indemnitees”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys’ fees and costs of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the Work or Consultant’s failure to comply with this Agreement, except such Liability caused solely by the gross negligence or willful misconduct of the City Indemnitees.

5. Insurance. Prior to beginning the Work and continuing throughout the term of this Agreement, Consultant (and any subcontractors) shall, at Consultant’s (or subcontractor’s) sole cost and expense, furnish the City with certificates of insurance evidencing that Consultant has obtained and maintains insurance in the following amounts:

- A. Workers’ Compensation that satisfies the minimum statutory limits.
- B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the Consultant, its personnel, agents or subcontractors.
- C. Comprehensive automobile insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall include the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Consultant's insurance. If the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. The Assistant City Manager may waive or modify any of the insurance requirements of this section.

6. Compliance with all Applicable Laws; Nondiscrimination. Consultant shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Consultant shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations. Consultant shall obtain a City business license and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a business license.

To the extent applicable, and for the avoidance of doubt, Consultant ensures that any web content including but not limited to website content, design, mobile applications and PDFs provided to the City complies with ADA Title II, Web Content Accessibility Guidelines 2.1 Levels A and AA ("WCAG 2.1 AA"), as well as all applicable federal and state accessibility laws.

7. Termination. City may terminate or suspend this Agreement at any time and without cause upon written notification to Consultant. Upon receipt of notice of termination or suspension, Consultant shall immediately stop all work in progress under this Agreement. The City's right of termination shall be in addition to all other remedies available under law to the City.

8. Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, *et seq.* Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

A. Posting of Schedule of Prevailing Wage Rates and Deductions. If this section is applicable and if the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

B. Payroll Records. If this section is applicable, each Consultant and subconsultant/subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.

9. Owner of Document/Proprietary Interest. If the Work covers the preparation of materials, documents, and records for City by Consultant, it is agreed that the City has a proprietary interest in all material prepared by Consultant under this Agreement, with the exception of promotional materials, and may retain, alter or use as it sees fit all portions of the material prepared for the completion of the Work.

10. Payment of Taxes; Tax Withholding. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit B. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit documentation of compliance with Consultant's withholding duty to City upon request.

11. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

13. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount which may become due to Consultant pursuant to this Agreement.

14. Prevailing Party. In the event that either party to this Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.

15. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted electronically, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant:

[Redacted signature area]

Email: _____

City:

City of Walnut Creek
1666 North Main Street
Walnut Creek, CA 94596

Email: _____

16. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

17. Assignment, Governing Law. The Consultant may not assign any of its obligations under this Agreement without the City's prior written approval. This Agreement is governed by California law. The jurisdiction for any litigation arising from this Agreement shall be in the state of California and shall be venued in the County of Contra Costa.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

[Signatures on the Following Page]

CITY OF WALNUT CREEK:

CONSULTANT:

By: _____
[INSERT NAME]

By: _____
[Print Name]

Title: _____

Title: _____

City business license # _____

EXHIBIT A

SCOPE OF SERVICES

Services and work to be performed	<p>Consultant shall provide fully qualified, trained, and uniformed personnel to perform protection and patrol services at City facilities and events.</p> <p>The City will notify the Consultant when security coverage is needed, providing at least 30 days’ notice when possible. Due to the nature of City events and facility operations, requests for coverage may occasionally occur with shorter notice, and the Consultant is expected to accommodate last-minute requests when feasible. The Consultant shall provide a monthly staffing schedule electronically and update it as changes occur. Consultant shall maintain a sufficient pool of employees personnel to cover all scheduled shifts, including absences and emergencies.</p> <p>Security guards shall:</p> <ul style="list-style-type: none">• Maintain a visible presence at entrances, lobbies, parking areas, and other designated areas.• Conduct walk-through patrols of facilities and grounds at least once per hour, or as directed, checking doors, gates, lights, and parking lots.• Monitor and report any suspicious, unsafe, or unlawful activity.• Deter theft, vandalism, or misuse of City property.• Provide assistance to patrons, staff, and visitors with directions and escorts when appropriate.• Respond to emergencies by summoning police, fire, or medical services and assisting as directed.• Follow City instructions regarding access control, including opening and securing doors and gates.• Operate CCTV or other security equipment when directed by the City. <p>Appearance and Conduct</p> <ul style="list-style-type: none">• Guards must wear clean, professional uniforms with the company name clearly visible and carry photo identification at all times.• Uniforms must not resemble those of law enforcement.• Guards must act with courtesy and professionalism. Sleeping on duty, personal phone use, intoxication, offensive language, harassment, misuse of authority, or improper use of City property are prohibited.• The City reserves the right to require removal of any guard for unprofessional appearance or conduct. <p>Training and Qualifications</p> <ul style="list-style-type: none">• All guards must hold valid California BSIS Guard Cards.• Consultant shall ensure guards receive training in: site orientation, customer service, de-escalation, emergency procedures, and reporting requirements.• Consultant shall provide proof of training materials or policies upon request.• Consultant must complete background checks in compliance with California law for all security guards. <p>Supervision and Management</p>
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	<ul style="list-style-type: none"> • Consultant shall designate an authorized employee as the primary contact, who shall be available at all times 24/7. • Consultant shall provide field supervisors to make periodic site visits and ensure quality performance. The City may determine a reasonable frequency of site visits. • Consultant shall maintain a current list of City emergency contacts available to guards at each site, provided by the City. <p>Recordkeeping and Reporting</p> <ul style="list-style-type: none"> • Guards shall maintain daily duty logs recording patrols, incidents, and time on/off post. • Consultant shall maintain logs and incident reports, and shall make these available to the City upon request. • All incidents of fire, accident, injury, property damage, or serious disturbances must be reported immediately to City staff and followed by a written report within 24 hours. <p>Performance Standards</p> <ul style="list-style-type: none"> • Consultant must ensure reliable, on-time staffing for all scheduled assignments. • Guards must remain alert, attentive, and engaged throughout their shifts. • Consultant shall maintain accurate time and attendance records and shall make these available for City audit.
Contract Amount	
Rate/Compensation Schedule	
Additional Information	