

CITY OF UPLAND



REQUEST FOR PROPOSALS

FOR

METROLINK STATION SECURITY GUARD SERVICES

20 - 001

Issue Date: May 12, 2020

Due Date: May 21, 2020

Project Manager: Richard Smiderle

Email: Rsmiderle@ci.upland.ca.us

CITY OF UPLAND



CITY OF UPLAND

NOTICE OF INVITING PROPOSALS

PUBLIC NOTICE IS HEREBY GIVEN that sealed proposals will be received at the City of Upland Public Works Services Department, 1370 N. Benson Ave, Upland, CA 91786, until **5:00 p.m. Thursday May 21, 2020.**

METROLINK STATION SECURITY GUARD SERVICES

Together with all incidental and appurtenant equipment and services necessary thereto, and in accordance with the provisions and specifications therefore, which are on file in the Public Works Services Department.

Interested parties may obtain copies of the above mentioned proposal by contacting the Public Works Services Department at (909) 291-2930.

All proposals shall be submitted in a sealed envelope plainly marked "Metrolink Station Security Guard Services". Offeror's name and address shall appear in the upper left hand corner.

The City Council reserves the right to reject any or all proposals determined to be in the best interest of the City.

Richard Smiderle
Operations Manager

CITY OF UPLAND

REQUEST FOR PROPOSAL

Metrolink Station Security Guard Services

I. GENERAL INFORMATION

The City of Upland is soliciting proposals from qualified vendors for the performance of Metrolink Station Security Guard Services from **July 1, 2020 through June 30, 2021**, (1 Year) and reserves the right to extend term for **five (5) one-year options**. Please refer to details within Exhibit "A", Scope of Services for this project.

Proposal Submittal Guidelines

Vendor is required to submit an original and two (2) copies of the proposal in a sealed envelope at the address listed below:

**City of Upland
Public Works Services Department
1370 N. Benson Avenue
Upland, CA 91786
Attn: Metrolink Station Security Guard Services**

Proposals may be mailed or hand-carried to the Public Works Services Department, but must be received no later than **5:00 p.m., Thursday May 21, 2020**. Proposals may be modified or withdrawn prior to the established date and time.

The City Of Upland does not recognize the U.S. Postal Service of any other organization as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. No extensions will be granted.

Rejections

All proposals will be reviewed to determine conformance with the RFP requirements. Failure to meet the requirements will be cause for rejection of the proposal. Any proposal which is incomplete, conditional or contains irregularities may also be rejected.

The City of Upland reserves the right to:

- A. Select any proposal as a basis for written or oral communication with any or all the companies or individuals when such action is considered to be in the best interest of the City of Upland.
- B. Exercise discretion and apply its judgment with respect to selection of any proposals submitted.
- C. Reject all proposals.

Competency of Proposer

- A. No proposal will be accepted from or contract awarded to a proposer who is not licensed in accordance with the law, who does not hold a license qualifying him to perform work under this contract, who was not provided a proposal form and who has not successfully performed on projects of similar character and scope.
- B. Before the award of any contract, the proposer may be required to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and five references are required at a minimum.
- C. The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

Selection Procedures

The following is an outline of the procedures the City will use in the selection process:

- A. Selection staff comprised of City personnel.
- B. Negotiations may or may not take place with the Offeror(s) on the final scope of work, contract, and proposal price; therefore, the proposal submitted should contain Offeror(s) most favorable terms and conditions.
- C. The City reserves the right to conduct pre-award discussions, vendor interviews and/or demonstrations and pre-contract negotiations with selected Vendors.
- D. At the conclusion of the proposal and evaluation, City staff will recommend to City Council the vendor whose proposal is the best overall service and value to the City.

Evaluation Criteria

City staff will evaluate the proposals based on the following factors:

A. General Quality and Responsiveness of the Proposal

1. Responsiveness to the terms, conditions, and items of performance.
2. Completeness and thoroughness of the proposal.
3. Grasp of the scope and services to be performed, and the technical approached to be used.

B. Qualification and Experience of Firm and Personnel

1. Evidence of good organization and management practices.
2. Qualification and experience of key personnel.
3. Experience and past performance of firm.

C. Fee Proposal – Price is a factor, but is not considered the primary selection criteria.

Schedule of Events Regarding RFP

Issue RFP Solicitation	May 12, 2020
Questions Due	May 15, 2020
Addendum Issued	May 18, 2020 (If Necessary)
Proposal Submittal Deadline	May 21, 2020
Complete Review of Proposal	May 27, 2020
Award Contract	June 08, 2020

Inquiries

Questions regarding this RFP are due by 5:00pm on 05/15/2020 and be directed to Richard Smiderle, Operations Manager, at Rsmiderle@ci.upland.ca.us If this RFP must be amended, a formal written amendment will be issued to all known prospective Offerors.

II. CONTRACT TERMS

Professional Services Agreement

No agreement shall be binding upon the City until a Professional Services Agreement, (A sample of which is included as Exhibit B) is completely executed by the Contractor, City Manager and approved by the City Attorney. Any requested revisions to the Professional Services Agreement should be included in the proposal.

Failure to execute and return the final Professional Services Agreement and evidence of acceptable insurance in a timely manner may be just cause for the City to rescind the contract offer.

III. REQUIRED DOCUMENTS WITH RFP RESPONSE

**Metrolink Station Security Guard Services
20 - 001**

VENDOR: _____

DOCUMENT DESCRIPTION	ENCLOSED WITH BID RESPONSE
1. AUTHORIZATION DOCUMENT	Yes_____
2. PROPOSER'S INFORMATION	Yes_____
3. LIST OF REFERENCES	Yes_____
4. INSURANCE CERTIFICATES	Yes_____
5. NON-COLLUSION AFFIDAVIT (NOTARIZED)	Yes_____
6. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS	Yes_____
7. ADDENDA RECEIPT ACKNOWLEDGMENT	Yes_____
8. CERTIFICATON LABOR CODE	Yes_____
9. PROPOSAL SUMMARY SHEET – SECURITY GUARD SERVICES SCHEDULE/ PRICING	Yes_____
10.	Yes_____

EXHIBIT "A"
CITY OF UPLAND
SCOPE OF SERVICES

METROLINK STATION SECURITY GUARD SERVICES

Background

The City of Upland is inviting qualified Vendors to submit a proposal response for Security Guard Services at Metrolink Station Facility in accordance with the minimum Scope of Services and Specifications indicated herein. "Vendor References" shall be submitted with the RFP response but "ONLY" as a separate attachment under its own Title Page, "Exhibit – 3", Vendor References.

Scope of Services

The Vendor shall provide professional Security Guards (Unarmed), equipment, tools, materials, supervision and other items necessary to perform security patrol services as indicated throughout this RFP. The successful Vendor must be able to perform to the minimum standards stated herein. The City expressly reserves the right and is at the City's sole discretion to request the removal and replacement of any security guards who, in the City's opinion is for any reason unsatisfactory.

1. **Specifications**

To include but not be limited to the following;

- A. Guard the property against fire, theft, damage, vandalism and graffiti.
- B. Report ONLY and document, in accordance with procedures, any unusual activity, hazardous conditions, damage or situations that may develop into potential facility damage and /or suspicious activity.
- C. Maintain daily log for each shift, incident reports and activity reports as required.
- D. Appropriately report and respond to potential and actual emergencies such as fire, medical, situations or threats to the public, City staff or property.
- E. Carry a radio or phone for immediate contact with Vendors Command Center, City staff and the City of Upland Police Station.
- F. Carry all devices necessary to implement the requirements for Post Management / Tour Verifications System described herein.
- G. Politely interact with the public and always maintain a professional demeanor.

2. Service Location(s). The City reserves the right to change service schedules/hours at its own discretion. The City will make every reasonable effort to provide Vendor with a fourteen (14) day notice prior to any schedule change. All changes in service will be calculated based on the unit rates quoted herein.

2.1. Estimates. The following days/times are current estimates as provided by Metrolink. Metrolink operation schedules/times of day are subject to adjustments in relation to rider demand. In the event of Metrolink schedule adjustments, Security Services will be required to adjust accordingly.

A. <u>Metrolink Station</u> – 300 E. A Street.	(121.5 hrs. per week)
Monday thru Friday 4:30am-10:00pm	(17.5 hrs. per day)
Saturday 7:00am-1:00am	(18.0 hrs. per day)
Sunday 7:00am-11:00pm	(16.0 hrs. per day)

Designated Metrolink Parking Lots are officially located at the following locations:

1. All parking lots located on the south side of “A” Street between 1st Ave & 6th Ave.
2. Parking lot located on the south west corner of 2nd Ave & Stowell Street.

Provide Security Guard services for Metrolink Train Station and adjoining parking lots. Services include platform security, patrol routes and parking lot surveillance. Perform random patrols that cannot easily be timed by people planning to execute illicit activities while security’s attention is elsewhere. Vendor is to furnish, install and maintain electronic patrol tour verification devices at these locations. Note – Station Platform Security Guard visual presence shall occur during all train service stop times.

3. Definitions

- A. Daily Activity Report: “Daily Activity Report” as used herein includes the daily log, and a printout of the scan log from the tour verification system of the guard’s locations throughout his or her shift.
- B. Daily Log: “Daily Log” as used herein is a detailed written log prepared by the individual guards documenting all activities during their individual working hours.
- C. Shift: “Shift” as used herein is the period services are to be provided at a given facility during a 24hour period. Example: M-TH, 7am-7pm is four twelve-hour shifts per week with each shift beginning at 7:00 am and ending at 7:00 pm. regardless of how the vendor covers the shift.

4. General Requirements

- A. Vendor shall possess a current private operator's number/Private Patrol Permit number from the State of California Department of Consumer Affairs, Bureau of Security and Investigative Services. The contract will be automatically nullified should the license become expired, suspended or revoked.
- B. Vendor shall have at least five (5) years continuous professional experience in providing and managing security services in similar settings. Experience providing services to local governments preferred.
- C. Vendor shall have no record of unsatisfactory performance. Vendors who are or have been deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet this requirement.
- D. Security Guards provided by the successful Vendor shall be registered with the California Department of Consumer Affairs and shall possess a current, valid Guard Registration Card while on duty.
- E. Security Guards are to possess valid CA driver's license and must be at least 21 years of age.
- F. Security Guards shall be trained and certified and have at least three (3) years continuous professional experience.
- G. The successful Vendor shall be required to enter a PSA with the City and comply with all Insurance requirements stated therein.
- H. Each security guard provided by the Vendor shall have the ability to read and write the English language; obtained a high school diploma or G.E.D.; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; and write accurate and clear reports.
- I. Vendor shall ensure that Security Guards are neat in appearance, wear a uniform with name tag and security officer badge as normally worn in commercial security services.
- J. Vendor shall furnish, install and maintain electronic post management / patrol tour verification devices at all locations for which services are provided under said contract.
- K. Post Management / Tour Verification System shall;
 - 1. Use either RFID tags, bar codes, QR codes or other approved devices at all security locations.
 - 2. Log the hours of patrol through individual scans as guards pass the point.

3. Use GPS to validate the position of the devices when scanned.
 4. Provide a separate continuous, real time, GPS track of all vendor owned vehicles' movements and locations during service hours. Vehicle log shall include vehicle speed at any given point in time.
 5. Provide the City with real time web based access to the tour verification system, including but not limited to patrol log, maps with patrol routes and timelines, incident reports, and any other information related to services performed for the City.
 6. Be in place and fully operational within thirty days of the notice to proceed.
 7. Notify City staff if the system goes off-line for any reason during the term of the contract. If the system is off-line the daily log portion of the daily activity reports shall be submitted to the City Representative within 24 hours of the end of each shift at the affected locations. Failure to provide daily activity reports during system outages within 24 hours of the end of each shift will result in deductions pursuant to "Special Provisions" Section 7.B.
 8. Have the capability to be back online with 72 hours of an outage. Failure to have the tour verification system online within 72 hours will result in deductions pursuant to "Special Provisions" Section 7.A.
- L. Vendor shall provide flashlights, batteries, cell phones, radios, security vehicles, reporting forms, electronic patrol tour verification devices and other supplies needed to perform duties as described herein.
- M. Vendor shall provide all necessary Personal Protective Equipment (PPE) & sanitary supplies to all security staff members while on duty.
- N. Vendor shall prepare daily activity reports for each shift for which services are provided under this contract. The daily activity report shall include the daily log prepared by the guard on duty, a printout of the scan log from the tour verification system and a printout of the GPS track recording the guard's location throughout the shift. Daily activity reports shall be submitted to the City Representative on a monthly basis for a billing period and shall be submitted with each invoice.
- O. Vendor shall notify the City Representative by telephone of any accidents or incidents occurring on City property. Said notification shall be made as soon as the situation has stabilized and it is safe for the guard to do so. In addition, an incident report shall be prepared for all significant incidents occurring during each shift. If there were no significant incidents during a shift an incident report shall be prepared stating that no significant incidents occurred during the shift. Incident reports shall be submitted to the City Representative on a weekly basis by 12:00 noon on Tuesday of the following week unless requested sooner by the City representative. In addition, all incident reports for a billing period shall be submitted with each invoice.

- P. Vendor will maintain daily, weekly and monthly statistics for incident reports, electronic patrol tour reports and provide written reports to the Facilities Superintendent attached to the monthly invoices or upon request.
- Q. Vendor will exercise professional judgment and caution in responding to or discovering unsafe conditions, emergency situations and criminal activity. The Vendor will be solely responsible to provide training of all Security Officers in the appropriate response to unsafe conditions, emergency situations and criminal activity.
- R. Vendor may be required to provide Security Officers upon special request of the City to arrive within a one-hour period. This may include crowd control, site/perimeter security, secure transportation of performers, and personal protection for performers and/or VIP talent security in relation to performances at City venues.
- S. Upon award of a contract the successful Vendor shall identify a contact that will be assigned and responsible for management of the contract and coordination of services directly with the City's contact identified within the PSA. All changes in schedules, requests for service, additional services, etc. shall be mutually agreed upon by way of Addendum signed by both parties, prior to any changes in service being made.
- T. Additional service charges shall be in accordance to those rates quoted herein. Any changes in scope, schedules, additional services, etc. shall be denied payment unless documented in writing by way of Addendum and signed by both parties.
- U. In accordance with **Proposal Summary Sheet-9**, Guard Mobility Options are defined as the following.
1. Foot Patrol – Security Guard to remain “On Foot” only to perform and survey all required tasks as defined.
 2. Personal Transporter Device – Security Guard to utilize personal transporter device, i.e. Segway device or similar and/or perform “On Foot” patrols to survey/carryout all required tasks as defined.
 3. Golf Cart Unit – Security Guard to utilize Golf Cart type unit and/or perform “On Foot” patrols to survey/carryout all required tasks as defined.

Note – Vendor to provide secure location / storage regarding options #2 & #3.

CITY OF UPLAND
SPECIAL PROVISIONS

METROLINK STATION SECURITY GUARD SERVICES

The Contractor shall provide Metrolink Station Security Guard Services in accordance with Scope of Services, Special Provisions, the Agreement Terms and Conditions and Technical Specifications.

1. Special License and Permits. The Contractor shall possess and maintain a current private operator's number/Private Patrol Permit number from the State of California Department of Consumer Affairs, bureau of Security and Investigative Services. Certifications must be in good standing for the previous five (5) consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.
2. Dress Code and Appearance. All personnel of the Contractor shall be required to wear uniforms bearing the company name while on the project. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt, trousers and or short pants during the summer months and reflective safety jacket with company name during cool weather. Safety vests bearing the company name are not considered a part of the uniform, but shall be required to be worn to comply with this contract document. (Failure of an employee to wear a uniform shall result in a \$100.00 deduction and forfeiture per occurrence).
3. Personnel Special Requirements. Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the agreement.
4. Contractor Negligence. Any damage to the City's property which has been determined to be due to the Contractor's negligence shall be corrected at no additional cost to the City.
5. Special Request. The Contractor may be requested by the City Operations staff to perform special tasks which are outside their normal work schedule.

Special Request invoices should be sent to:

City of Upland, Public Works Services Department
1370 N. Benson Ave
Upland, CA. 91786
Attention: Operations Manager

6. Payments / Invoices. Invoices shall be submitted to City within thirty (30) days following the end of the month of the reporting period. The daily, weekly and monthly statistical reports, daily activity reports, incident reports, and other written reports, required by "Scope of Services, Section N" shall be attached to the monthly invoices. Invoices which do not include these reports will be rejected. Failure to submit invoices in this format may result in non-payment until these requirements are met.

7. Deductions.

A. Deductions for standing guard services and patrol routes:

If the tour verification system does not show that a guard is on post, whether standing or a patrol route, then it will be assumed that the guard absent from the post. Payment deductions will be made on a pro rata basis for all time that a guard is absent from the post.

B. Deductions for tour verification system outages:

The electronic tour verification is an essential service to be provided by the vendor. Pursuant to "Scope of Services" section "Scope of Services" K,7, the vendor shall submit daily activity logs within 24 hours of the end of each shift during system outages. Failure to submit the daily activity logs within 24 hours of the end of the shift will result in the deductions described in section 7.A.

9. Rates

A. Regular Rate – Any day of the week that is not designated as a City recognized holiday.

B. Holiday Rate – Rate shall be paid for scheduled services performed on City recognized holidays except as otherwise noted herein.

C. Overtime Rate – Rate shall be paid only when the City requests a scheduled service be extended on less than twenty-four (24) hour notice and said extension requires an individual guard's shift to exceed eight (8) hours.

D. Holidays – Holidays are as follows:

- | | |
|--------------------------------|------------------|
| 1. January 1 | New Year's Day |
| 2. Last Monday of May | Memorial Day |
| 3. July 4 th | Independence Day |
| 4. First Monday of September | Labor Day |
| 5. Fourth Thursday of November | Thanksgiving Day |
| 6. December 25 th | Christmas Day |

EXHIBIT "B"
[SAMPLE ONLY – DO NOT COMPLETE]

PROFESSIONALSERVICES AGREEMENT
METROLINK STATION SECURITY GUARD SERVICES
20 - 001

THIS AGREEMENT is made and effective as of _____, between the City of Upland, a municipal corporation ("City") and _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM. This Agreement shall commence on July 01, 2020 and shall remain in effect for one (1) year. The City may, upon mutual agreement, extend the contract for five one (1) year additional terms. If contract is extended beyond the original term, contract price may be adjusted at the beginning of each calendar year in accordance with the changes in the Consumer Price Index for all Urban Consumers in the Los Angeles-Anaheim-Riverside Area published monthly by the United States Bureau of Labor Statistics (CPI).

2. SERVICES. Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Scope of Services.

3. PERFORMANCE. Contractor shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, performs all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PREVAILING WAGES. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of the Contract

5. PAYMENT

a. The City agrees to pay Contactor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth Required Documents with RFP Response Document Description (Graffiti Removal Services Schedule and Pricing), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in (Graffiti Removal Services Schedule and Pricing) than the scope of work to be performed, payment rates and schedule of payment are null and void. This amount shall not exceed \$_____ (***insert dollar amount***) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Public Works Director. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Public Works Director and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

c. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the contractor's fees it shall give written notice to Contractor within 30 days of receipt of a invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the contractor at least ten (10) days' prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 4.

7. DEFAULT OF CONTRACTOR.

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractors control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS.

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION.

a. The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

b. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor's shall render any reasonable assistance and cooperation which City might require.

10. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

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

- (1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
- (2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.
- (4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession.

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

- (1) General Liability: One million dollars (\$1,000,000) 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.
- (2) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- (3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
- (4) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate

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

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (4) The 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.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VIII, and admitted and licensed to do business in the State of California, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

11. INDEPENDENT CONTRACTOR.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

c. PERS Eligibility Indemnification: In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES. The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (2010), and City shall not be obligated to provide any health care coverage to Contractor. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION.

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

b. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Upland
Mailing Address:
460 N. Euclid Ave.
Upland, California 91786
Attention: City Manager

To Contractor: ***Place Company Name, Address, And Contact Person Info Here***

15. ASSIGNMENT. The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Upland. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST. No officer, or employee of the City of Upland shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Upland has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

21. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

22. WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

23. CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. COSTS. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

25. RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

26. ATTORNEYS' FEES. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF UPLAND

Rosemary Hoerning, City Manager

Attest:

Keri Johnson, City Clerk

Approved As to Form:

Steven Flower, Interim City Attorney

CONTRACTOR

(Insert the Company, Name, Address, Contact Name, phone and fax number here)

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

AUTHORIZATION DOCUMENT - 1

TO CITY OF UPLAND, as CITY:

In accordance with **CITY'S "Request for Proposals"**, the undersigned PROPOSER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated service program as set forth in the Instructions to Proposers, General Requirements, Special Conditions, Proposal Documents, Contract Documents, and Scope of Work therefore, and to perform all work in the manner and time prescribed therein.

PROPOSER declares that this proposal is based upon careful examination of the City facilities and work site, Instructions to Proposer, General Requirements, Special Conditions, Proposer Documents, Contract Documents, Scope of Work, and Plans. If this proposal is accepted for award, PROPOSER agrees to enter into a contract with **CITY** at the unit and/or lump sum prices set forth in the following Proposal Summary Sheet.

PROPOSER understands that a proposal is required for the entire work that the estimated quantities set forth in the Proposal Form are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices in the proposal include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts proposed, unit prices shall govern over extended amounts.

PROPOSER certifies that it has visited the site and familiarized itself with local conditions under which the work is to be performed. Furthermore, PROPOSER certifies that it will be responsible for incorporating into its proposal contingencies discernible by a reasonable investigation.

PROPOSER agrees and acknowledges that it is aware of the provisions of **Section 3700 of the Labor Code** which requires Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease and or to undertake self-insurance in accordance with the provisions of that Code, and that the PROPOSER will comply with such provisions of that Code before commencing the performance of this Contract if awarded to it.

PROPOSER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity have been satisfactorily filed, and that no such reports are currently outstanding.

PROPOSER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the **CITY** is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a proposal for the same work; and that this proposal is in all respects fair and without collusion or fraud.

PROPOSER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative action has been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, PROPOSER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

DATED

PROPOSER NAME

PROPOSER ADDRESS

PROPOSER CONTRACTOR'S LICENSE NO & EXPIRATION DATE

BY

TITLE

PHONE

FAX

E-MAIL

PROPOSER'S INFORMATION - 2

PROPOSER certifies that the following information is true and correct:

Proposer's Name: _____
Business Address: _____
Proposal Contact: _____
Telephone: _____
E-Mail: _____
Fax: _____
Number of Years In Business: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

The dates of any contract termination. List agency (ies) name, date(s) of termination and reason(s) for contract termination. Use extra sheet if necessary.

Signature of Proposer

Date

INSURANCE CERTIFICATES - 4

**CITY OF UPLAND
GENERAL LIABILITY ENDORSEMENT**

**CITY OF UPLAND
460 N. Euclid
Upland, CA 91786**

A. POLICY INFORMATION

1. Endorsement# _____
2. Insurance Company _____
3. Policy No. _____
4. Policy Term (From) _____ (To) _____
5. Endorsement Effective Date _____
6. Named Insured _____
7. Address of Named Insured _____
8. Limit of Liability Any One Occurrence/Aggregate
\$ _____
9. Deductible of Self-Insured Retention (Nil unless otherwise specified): \$ _____
10. Coverage is equivalent to: _____
11. Comprehensive General Liability Form GLOO02 (Ed. 1/73)
12. Commercial General Liability "Occurrence" form CGOOOI _____
13. Bodily Injury and Property Damage Coverage is: _____

Note: If "Claims-made" coverage is used to satisfy the insurance requirement, the coverage will be required to be maintained for six months following completion of the project. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project: _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** As respects any work performed on the above-described Project, the City of Upland, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insurers with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or © premises owned, leased or used by the Named Insured.

2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Upland; or (b) products sold by the Named Insured to the City of Upland for use on the Project; or (c) premises leased by the Named Insured from the City of Upland, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the City of Upland, its elected or appointed officers, officials, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

(1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or

(2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or

(3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Upland, its elected or appointed officer, officials, and employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City of Upland. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____

(Title) _____ (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ warrant that I have authority (print/type name) to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Original Signature required on endorsement furnished to the City of Upland.

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF UPLAND
460 N. Euclid
Upland, CA 91786

- A. POLICY INFORMATION Endorsement# _____
1. Insurance Company _____; Policy No. _____
 2. Policy Term (From) _____ (To) _____
 3. Endorsement Effective Date _____
 4. Named Insured _____
 5. Address of Named Insured _____
 6. Limit of Liability Any One Occurrence/Aggregate \$ _____
 7. Deductible of Self-Insured Retention (Nil unless otherwise specified): \$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1 **INSURED.** The City of Upland, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insurers with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Upland, its elected or appointed officers, officials, employees, consulting engineers or volunteers.

2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City of Upland, the insurance afforded by this policy shall: (a) be primary insurance as respects the City of Upland, its elected or appointed officers, officials, employees, consulting engineers or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Upland, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage to the Named Insured at least as broad as:

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.

4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Upland, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City of Upland. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at: _____

ATTN:

(Title) (Department)

(Company Name)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ warrant that I have authority (print/type name) to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Original Signature required on endorsement furnished to the City of Upland.

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY ENDORSEMENT

**CITY OF UPLAND
460 N. Euclid
Upland, CA 91786**

- A. POLICY INFORMATION Endorsement# _____
- 1. Insurance Company _____; Policy No. _
- 2. Policy Term (From) _____ (To) _____
- 3. Endorsement Effective Date _____
- 4. Named Insured _____
- 5. Address of Named Insured _____
- 6. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- 1. Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City of Upland. Such notice shall be addressed as shown in the heading of this endorsement.
- 2. Waiver of Subrogation. The Insurance Company agrees to waive all rights of subrogation against the City of Upland, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Upland.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ warrant that I have authority (print/type name) to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
Original Signature required on endorsement furnished to the City of Upland.

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

NON-COLLUSION AFFIDAVIT - 5

STATE OF CALIFORNIA _____)

COUNTY OF SAN BERNARDINO _____)

_____, being first duly sworn, deposes and says
(Name of Affiant)

that he/she is _____ of _____
(Title) (Name of Proposer)

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

The provisions of this Affidavit shall not be held as disqualifying a person, firm, or corporation who has submitted a sub-proposal to one proposer from submitting separate sub-proposals or quoting prices for material or work to other proposers.

(Signature)

(Title)

(Typed Name)

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO)

On _____ 2020 before me _____ a Notary Public in and for said state, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal) (Signature)

NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH PRICING FORM

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS - 6

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940**.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM: _____

TITLE OF PERSON SIGNING: _____

SIGNATURE: _____

DATE: _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

ADDENDA RECEIPT ACKNOWLEDGMENT - 7

I have received the Addenda listed below:

Addendum No. _____ Date _____

_____ PROPOSER'S NAME

_____ NAME/TITLE

_____ SIGNATURE

_____ TELEPHONE NUMBER

_____ FAX NUMBER

RETURN WITH TECHNICAL PROPOSAL RESPONSE

**CERTIFICATION
LABOR CODE - SECTION 1861 - 8**

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR:

Name of Contractor:

By:

SIGNATURE

NAME

TITLE

DATE

PROPOSAL SUMMARY SHEET - 9

NAME OF PROPOSER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed services, and have read and examined the Contract Documents, including all conditions, specifications, and all Addenda, if any, for **Metrolink Station Security Guard Services, 20 – 001**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, PPE and services, and to discharge all duties and obligations necessary and required to perform and complete the Project ***based on the unit prices*** for the following:

**PROPOSED SCHEDULE OF RATES
METROLINK STATION SECURITY GUARD SERVICES**

Guard Mobility Options	Regular / Straight Hrs. Est. Annual	Regular / Straight Hr. Rate	Regular / Straight Hr. Subtotal	Holiday / OT. Hrs. Est. Annual	Holiday / OT. Hr. Rate	Holiday / OT. Hr. Subtotal	Annual Total Cost
Foot Patrol Guard Services	6,200 Hrs.	\$	\$	108	\$	\$	\$
Personal Transporter Guard Services	6,200 Hrs.	\$	\$	108	\$	\$	\$
Golf Cart Guard Services	6,200 Hrs.	\$	\$	108	\$	\$	\$

- Includes: ALL labor & associated cost as detailed in Exhibit "A" "Scope of Services"

Contractor: (Co. Name)

License #

Signed:

Date:

Name:

Title: