



*City of
San Luis Obispo*

990 Palm Street • San Luis Obispo, CA 93401

Notice Requesting Proposals

To Furnish

PARKING SECURITY GUARD SERVICES

Specification No. 90914

The City of San Luis Obispo is requesting sealed proposals to furnish parking security guard services pursuant to Specification No. 90914. All proposals must be received by the Finance Department, 990 Palm Street, San Luis Obispo, no later than 3:00 p.m. Wednesday, September 22, 2010.

Proposals received after said time will not be considered. Each proposal shall be submitted to the Finance Department in a sealed envelope plainly marked with the proposal title, specification number, proposing firm name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

Proposal packages may be obtained FREE at the City's website: www.slocity.org under Bids & Proposals, or by faxing your request to Parking Services at (805) 781-7267. Please include your company name, street address, phone, fax, and email address, along with the name and specification number of the proposal you are requesting.

Questions may be addressed to Robert Horch, Project Manager, at (805) 781-7230 or rhorch@slocity.org.



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

Specification No. 90914
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Section A

DESCRIPTION OF WORK

1. **General Description of Work.** The Contractor shall furnish security officers who perform general guard duties and traffic control duties at the City’s three parking Structures.

2. **Regular Schedule**

<i>Location</i>	<i>Day</i>	<i>Starting Time</i>	<i>Ending Time</i>
842 Palm & 919 Palm Structures	Thursday	1830	2300
842 Palm & 919 Palm Structures	Friday	1830	2300
842 Palm & 919 Palm Structures	Saturday	1300	2300
Marsh Street Parking Structure	Thursday	1830	2400
Marsh Street Parking Structure	Friday	1830	2400
Marsh Street Parking Structure	Saturday	1200	2400

3. **General Contractor Duties**

- a. Train new security officers to familiarize them with general guard duties and traffic control duties.
- b. ***Provide background checks, photos and names of guards who will be working security at the City’s three facilities prior to their assignments.***
- c. Provide hand-held radios or other approved communication devices for all parking attendants and security officers on duty.
- d. Weekly inspection of security officers to ensure they present a professional appearance and manner.
- e. Maintain a pager or mobile phone number for immediate response to problems such as a security officer not reporting at the scheduled time.

4. **General Guard Duties for Security Officers**

- a. Wear a complete company uniform as approved by the City.
- b. Do not carry firearms, handcuffs, clubs, nightsticks, or other unapproved equipment.
- c. Report for duty no later than the scheduled starting time.
- d. Check in with the parking attendant on duty at the beginning of the shift and at least twice an hour thereafter.
- e. Enter your shift start and end times in the log book located in the attendant’s booth.
- f. Confirm that radios are synced to same channel for guard and attendant and the radios are working properly.
- g. Direct any questions you may have to the parking attendant on duty.
- h. Remember the radio call sign for the Marsh Street Parking Structure is “Security 1”.
- i. Remember the radio call sign for the Palm Street Parking Structure is “Security 2”.
- j. Remember the radio call sign for the 919 Palm St. Parking Structure is “Security 3”.
- k. Ask the parking attendant on duty for any special instructions.
- l. Patrol all levels of the parking Structure including stairwells, elevators and exterior perimeter.
- m. Stay visible to the public at all times.

- n. Report to the parking attendant on duty any activity that may pose a threat to public safety or City property, particularly vandalism, unusual loitering, skateboarding, in-line skating, biking, unlawful drinking, and unlawful drug use.
- o. Do not intervene in a potentially dangerous situation; summon the Police immediately; inform the parking attendant on duty of the situation.
- p. Answer questions from the public.
- q. Assist Structure users as needed to enter and exit parking spaces.
- r. From 2230 to 2400 (depending on structure hours) adjust the patrol route in order to keep the parking attendant booth in continuous view.

Note: To prevent long waiting periods at the exit booth during peak periods, the parking attendant on duty may initiate free exit periods. These free exit periods always occur during Farmers Market on Thursday evenings at the Palm Street Parking Structure. They occasionally occur during special events on Saturdays at the Palm Street Parking Structure. They rarely occur at the Marsh Street Parking Structure. At the Palm Street Parking Structure eligible traffic leaves through the Morro Street exit. At the Marsh Street Parking Structure eligible traffic leaves through the auxiliary lane adjacent to the lane used by paying customers.

5. Traffic Control Duties for Security Officers During Free Exit Periods at the 842 Palm Street Parking Structure

- a. Confirm the gate door is unlocked.
- b. If the gate door is locked, obtain the key from the parking attendant on duty.
- c. Raise the exit gate to the vertical position using the manual/auto switch.
- d. Place the “60 Minutes Free” exit sign at the back exit ramp.
- e. As a vehicle approaches the “60 Minutes Free” sign, examine the Structure ticket to determine if the vehicle has been parked less than 60 minutes.
- f. If the vehicle has been parked less than 60 minutes, direct the driver to the Morro Street exit.
- g. If the vehicle has been parking more than 60 minutes, direct the driver to the attendant booth at the Palm Street exit.
- h. If directed by the parking attendant on duty in order to further ease traffic, allow vehicles parked less than two hours to use the Morro Street exit.
- i. Never collect money from customers.
- j. When the free exit period is over, turn the “60 Minutes Free” sign around, lower the exit to the horizontal position, lock the gate door, return collected Structure tickets to the parking attendant on duty, and resume patrol duties.

Section B

GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all of the terms, and conditions of the Invitation for Bids (IFB) or Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the IFB/RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extensions.** The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
9. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
11. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverage and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
12. **Business Tax.** The Contractor must have a valid City of San Luis Obispo business tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.

CONTRACT PERFORMANCE

13. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
14. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
15. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
16. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
17. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

18. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
19. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
20. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
21. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
22. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
23. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Contractor (Net 30).
24. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
25. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
26. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this

work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.

27. **Hold Harmless and Indemnification.** The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers that arise from or are connected with or are caused or claimed to be caused by the *negligent* acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established *active* negligence or willful misconduct of the City, its agents, officers or employees.
28. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
29. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

30. **Termination for Convenience.** Whenever it may be in the City's best interest, the City may terminate the agreement with 30 calendar days written notice.

Section C

SPECIAL TERMS AND CONDITIONS

1. **Proposal Evaluation and Consultant Selection.** Proposals will be evaluated by a review committee using the following three-phase selection and contract award process as follows:

Phase 1 – Proposal Review/Finalist Candidate Selection

A group of finalist candidates (generally the top 3 to 5 five proposers) will be selected for follow-up interviews and presentations based on the following criteria as evidenced in their written proposals:

- a. Understanding of the work required by the City.
- b. Quality, clarity and responsiveness of the proposal.
- c. Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City.
- d. Recent experience in successfully performing similar services.
- e. Proposed approach in completing the work.
- f. References.
- g. Background and experience of the specific individuals to be assigned to this project.

Phase 2 –Interviews and Consultant Selection

Selected firms will be interviewed by the review committee. The purposes of this interview will be to a) evaluate communication and interpersonal skills and b) clarify and resolve any questions and issues about the proposal. Based on results of the interviews, the review committee will rank the proposing firms and select the best proposing firm.

Phase 3 – Evaluation of Price and Award of Contract

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentations phase; and proposed compensation.

2. **Labor Actions.** In the event that the successful bidder is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible, responsive bidder and to accept the next acceptable low proposal from a bidder that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive bidder.
3. **Failure to Accept Contract.** The following will occur if the bidder to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next lowest responsible, responsive bidder who shall fulfill every stipulation as if it were the party to whom the first award was made.
4. **Contract Term.** The supplies or services identified in these specifications will be used by the City between October 18, 2010 and June 30, 2015. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the bidder in its proposal.

5. **Compensation Adjustment.** Original contract prices shall remain in effect through June 30, 2011. Beginning in the year 2011, on July 1 of each year contract prices shall be increased by a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment.

Example: The original contract price is \$1,000 per month. This price remains in effect until June 30, 2009. The U.S. Consumer Price Index/All Urban Consumers (CPI-U) increases by 2.5 percent from March 2008 and March 2009. On July 1, 2009, the contract price increases by 2.5 percent from \$1,000 per month to \$1,025 per month. The new contract price applies to work completed after July 1, 2009. This same process repeats the following year.

6. **Contract Invoices.** The Contractor shall deliver a monthly invoice to the City that clearly identifies the name of the contract and the contract specification number.

7. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

a.	Issue RFP	09/04/10
b.	Receive proposals	09/22/10
c.	Complete proposal evaluation	09/29/10
d.	Conduct finalist interviews	10/6/10
e.	Finalize staff recommendation	10/13/10
f.	Award contract	10/20/10
g.	Execute contract	10/25/10
h.	Start work	11/1/10

8. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall

continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Section D

FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on _____, 2010, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and _____, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on _____, 2010, City invited requested proposals for Parking Security Guard Services per Specification No. 90914.

WHEREAS, pursuant to said request for proposals, Contractor submitted a proposal that was accepted by City for said Parking Security Guard Services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from _____2010 to _____2015. If service is satisfactory, the City may extend the term until _____2017 by written notification to the Contractor.

2. **INCORPORATION BY REFERENCE.** City Specification No. 90914 and Contractor's proposal dated [date], are hereby incorporated in and made a part of this Agreement.

3. **CITY'S OBLIGATIONS.** For providing parking security guard services as specified in this Agreement, the City will pay and the Contractor shall receive therefore payments based upon the actual work received by the City at the monthly and unit prices proposed by the Contractor and accepted by the City.

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to provide Parking Security Guard Services as described in Exhibit A attached hereto and incorporated into this Agreement.

5. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Administrative Officer.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City Finance Department
City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401

Contractor Name
Address

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

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

CITY OF SAN LUIS OBISPO

By: _____
City Manager

APPROVED AS TO FORM:

CONTRACTOR

City Attorney

By: _____

Section E

INSURANCE REQUIREMENTS

Operation & Maintenance Contracts

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

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability 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: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured 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.

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, agents and volunteers are to be covered as insureds 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, official, employees, agents 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, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. 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.
4. 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.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing required coverage. Original endorsements effecting general liability and automobile liability coverage are also 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.

Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

PROPOSAL SUBMITTAL SUMMARY

The undersigned declares that she or he has carefully examined Specification No. 90914, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

	842 & 919 PALM STRUCTURES (COMBINED HOURS)	MARSH STRUCTURE
		19 hours weekly
Parking Security Guard Services		

TOTAL	\$ _____
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Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

	<i>Date</i>
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REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:_____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

