



REQUEST FOR PROPOSAL

BID NO. 680-1130-15A

PARKING ENFORCEMENT SERVICES

BID DUE DATE: 2 pm on November 30, 2015

I. GENERAL CONDITIONS

1. **General Information** - The Police Department of the City of Antioch, California, will receive bid responses at its building located at [300 L Street, Antioch, CA 94509](#) on November 30, 2015 at 2 PM.

Questions relating to specifications or technical questions must be submitted via email to daguinaga@ci.antioch.ca.us. Bidders are **NOT** to pursue City staff by telephone or in person.

Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms are available and may be secured by prospective bidders at the Antioch Police Department at 300 L Street, Antioch, CA 94531. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened. Bids shall be signed by an authorized officer or employee of the bidder.

It is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date. www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm,

2. **Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
3. **Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Antioch Police Department for an interpretation thereof **prior** to the bid opening to the attention of Diane Aguinaga at daguinaga@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
4. **Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date.
5. **Bid Opening** - Bids shall be delivered to the Police Department of the City of Antioch located at [300 L St. Antioch, 94509](#) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
6. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
7. **No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.

- 8. Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- 9. Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 10. Brand Names**- The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.

- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- 17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 6 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- 19. Timely Delivery** – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.
- Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.
- 20. Liquidated Damages** - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar days delay in finishing the contract.
- 21. Termination for Default** - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

22. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. Equal Opportunity - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

25. Business License – The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

27. Liabilities -- Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, subcontractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

28. Right to Audit -- The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

29. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

30. Surety Bonds – The Bidder is required to submit a bidder’s bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed:

- A Performance Bond.
- A Payment Bond.

31. Prevailing Wage - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor’s payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to daguinaga@ci.antioch.ca.us. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

32. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

33. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the

work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

34. Insurance -- 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, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to daguinaga@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

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

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

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

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, 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: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

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 provide a financial guarantee satisfactory to the City 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. *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance 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. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Certificate of Insurance and Endorsements: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II SPECIFICATIONS

BACKGROUND:

The Antioch Police Department has been faced with major staffing shortages since the economic downturn of the 2009 recession. The department's 5 person traffic unit was disbanded and all of the functions related to parking and vehicle abatement was tasked to volunteers. Unfortunately, the volunteers are not able to keep up with the volume of complaints received regarding parking enforcement and vehicle abatement. The City of Antioch is looking to outsource this service in order to enhance the quality of life for its citizens.

PURPOSE AND SCOPE:

The City of Antioch is requesting proposals from qualified firms to provide the City with parking enforcement services for a 6 (six) month pilot program that may turn into a multi-year contract if successful. The scope of the work will require 2 (two) employees working out of the Police Department, 6 (six) days a week issuing parking citations, conducting vehicle abatement, traffic control, data entry, and other parking related services within the City of Antioch.

Proposers should know that the City's interest is not simply choosing a contractor who will supply a certain number of enforcement hours. Our parking enforcement programs are designed to enhance the quality of life in the City of Antioch. The City seeks a contractor who can work creatively and flexibly with the City to ensure that balanced enforcement activities support and compliment the parking and transportation goals of the City. Furthermore, it is critical that the enforcement services be provided in a courteous, professional manner that facilitates positive relationships with the City's residential and business communities and with visitors to the City of Antioch. Proposers need to demonstrate the ability to recruit qualified personnel, provide superior training and limit turnover.

Proposals should discuss in detail the strategy and tactics, including such factors as salary and wage levels, employee benefits including sick leave and health coverage, employee development programs, etc., that the proposer will use to deliver a stable, high quality staff and the type of service described above.

Parking Enforcement Services

2 (two) parking enforcement personnel are required 8 hours a day, in staggered shifts, 6 days a week, excluding holidays, Monday through Friday and Tuesday through Saturday respectively.

Regular Duty

- Patrol City streets, City facilities, recreational areas, and any city designated locations in a contractor-provided vehicle approved by the City, with the primary responsibility of enforcing City, State, and Federal parking laws and regulations;
- Issue parking citations for vehicles in violation of City, State, and Federal parking laws and regulations;
- Complete required reports, forms and data entry as required by the City;
- Provide a high level of customer service as needed to give directions, information, phone numbers, etc;
- Attend internal and public meetings as required;
- Participate in any hearing process or subsequent process involving a contested or challenged parking citation or incidents involving assigned employees;

- Maintain the Abandoned Auto Hotline;
- Locate, report, and appropriately mark or tag any vehicle with a potential to be impounded as a result of having a specified number of delinquent parking citations and/or for laws pertaining to abandoned vehicles;
- Coordinate towing, and all associate paperwork, for scofflaws and abandoned vehicles per California Vehicle Code requirements;
- Report any unlawful act or any condition or deficiency which may pose a hazard or a danger to the general public;

Special, Additional and Supplemental Reports

- Prepare and deliver special, additional, or supplemental reports at the request of the City.
- Weekly schedule showing officer assignments and scheduled enforcement hours, listing all absent employees and reason for absences.
- Monthly summary of activities showing total work hours, patrol and non-patrol.
- Daily and monthly summary of towing activity.

Training

Enforcement staff must have the education, skills, and qualities required to fulfill the tasks outlined in this RFP. The contractor shall provide each contract employee assigned to provide parking enforcement services with at least 40 (forty) hours of initial job-related training and any necessary re-training or follow-up training required to correct deficiencies in performance.

If the pilot program is successful and the contract is extended, the contractor shall provide each contract employee with at least 8 (eight) hours of in-service training per-year. Such training shall cover such topics as changes in the law, new aspects of the City's parking program, refresher or expanded training in customer relations, etc. The content of such training shall be approved in advance by the City.

PAYMENTS & INVOICING: Shall be net 30, or within 15 days if terms include discount. The invoice is to reference the P.O. number and month of service. With the request for payment each month, the contractor shall provide monthly statistics. All information is to be provided in email format and hard copy if directed so.

EQUIPMENT & SUPPLIES: The contractor agrees to provide and maintain all equipment and uniforms required to perform the above services. Uniforms must be approved by the City. Uniforms must include a name badge or tag.

The contractor's equipment is to be of top quality and in good working order at all times. If the City or its designee requests replacement equipment due to poor quality or performance the contractor will replace the equipment at his/her own expense as soon as possible.

The contractor agrees to provide 2 (two) branded vehicles with light bars and markings approved by the City. The contractor shall bear all expenses associated with vehicle maintenance, fueling, and insurance. The contractor may store the vehicles in the Police Department employee parking lot.

The City will provide office space at the Police Department, radio communication devices, and necessary state forms

The City will continue to utilize Clancy Systems for citation processing, collections, and appeals during this 6 month period.

CONTRACT LENGTH & EFFECTIVE DATES: This contract will be for a 6 month period tentatively starting February 1, 2016, upon successful approval of contractor's employees. The City of Antioch will perform monthly performance reviews. Upon a successful 6 month review, the vendor may be given the option to renew the contract for a period not to exceed three (3) additional years.

CUSTOMER SERVICE & QUALITY ASSURANCE: Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the contractors expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Chief of Police or designee/s.

BUDGET: The City has budgeted approximately \$12,500/monthly for this job.

TERM: The agreement for work is 6 months. This may be extended up to 3 additional fiscal years at the price quoted. The agreement for additional years is contingent to both parties (City of Antioch and Contractor) agreeing on the respective price and volume of work.

HOURS OF OPERATION: The Contractor shall have 2 (two) parking employees available to work with City of Antioch personnel 6 days a week, with some overlap and staggering, 7:00 a.m. to 4:00 p.m., Monday through Saturday, except holidays. Parking employees may be asked to work on Sundays and alternate hours with prior permission from a City representative.

SELECTON PROCESS: Enclosed is a copy of the City of Antioch's Maintenance and Trade Service Agreement. By submitting a proposal for this work, the bidder agrees to comply with all terms and conditions outlined in the agreement. It is anticipated that from the proposals submitted, City staff will be able to select the firm best suited to meet City needs. However, if that is not possible, the City will ask a "short list" of firms to meet with staff to discuss the project and the firm's proposal. The City will award the contract to the bidder the City determines is the best qualified and presents the overall best value to the City.

No compensation will be due for any preparation of a written proposal or for meeting with staff after a "short list" has been determined.

SUBMISSION INSTRUCTIONS: The Bidder is required to submit at least 1 (one) unbound copy of their proposal.

The price quoted shall include compliance with all specifications listed above.

IV BID SUBMITTAL WORK SHEET - BID NO. 680-1130-15A

PARKING ENFORCEMENT SERVICES

Your Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Include the bid submittal pages (3 of 3), unattached, unstapled on the top of your proposal/submittal and attachments; retain all other bid related documents for your records.

City of Antioch
PARKING ENFORCEMENT SERVICES
Bid No. 680-1130-15A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? _____
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) _____

Company Name _____

Contact Name _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ FAX _____

Email Address _____

Contractor's License No. _____ Exp. Date _____

City of Antioch Business License No. _____ Exp. Date _____

Signature _____ Date _____

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
Police Department
BID NO. 680-1130-15A
300 L STREET
ANTIOCH, CA 94509

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

City of Antioch

PARKING ENFORCEMENT SERVICES

Bid No. 680-1130-15A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me by:

This _____ day of _____, 20_____

Notary Public

Bidder's Initials _____

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

NOTE TO CONTRACTOR: **Forward this document to your insurance broker.**

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

NOTE TO BROKER:

Please initial each item as completed and email back to mwalker@ci.antioch.ca.us

All certificates and endorsements must be emailed to mwalker@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements **AND annual renewals automatically be generated and emailed as instructed. Your efforts to reduce unnecessary paper production and manual paper processing is appreciated; electronic mail only.**

CERTIFICATE OF INSURANCE REQUIREMENTS:

- Certificate holder includes City and the specific Department, so it is routed to the right person.
- Their insured's name is the same as the Contractor named in the contract.
- Insurer meets A.M. Best acceptable ratings standards (A, VII).
<http://www3.ambest.com/ratings/entities/search.aspx?altsrc=25&URATINGID=9827>
- Insurer is admitted in California or is an acceptable non-admitted insurer.
<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile?event=companyProfile>
- Descriptions of operations, locations, dates at the bottom of Certificate are accurate.
- Policy periods are current; a tickler is set to get updated certificates if the contract period runs beyond the policy expiration date.
- Certificate includes the broker's/agent's signature.
- Certificate shows coverage for each category of insurance required in the contract: these can include Liability; Auto; Workers Compensation/Employer's Liability; Professional Liability (*aka: Errors & Omissions*).
- Limits at least as high as the minimum required in the contract, for each required coverage.
 - o The limits must meet the per Occurrence amount, not the Aggregate amount.
 - o Excess or Umbrella coverage is provided if the primary policy does not meet the limits.
- Excess or Umbrella policies have the same coverage period as the primary policy.
 - o If Excess form is provided, it is always "following form" to the primary policy.
 - o If Umbrella coverage is provided, it must be confirmed in writing that it is "following form." ("Following form" simply means it provides the same coverage as the Primary policy.)
- Workers Compensation provides Statutory Limits & Employers Liability coverage. (*This coverage is not required if the owner has no employees.*)
- The Self-Insured Retention (*SIR or deductible*), if any, is acceptable per contract terms.
- Auto liability covers "any auto" (*or non-owned & hired if contractor has no autos. This coverage is required when vehicles are used in performance of the actual job, not to and from a job.*)
- General liability coverage is on an "occurrence" basis, not "claims-made" basis (*rarely an issue except on Professional Liability/E&O policies, where "claims-made" policy is acceptable*).

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

___ 1. Commercial General Liability (CGL) - Insurance Services Office Form CG 00 01

Certificate Requirement: General liability coverage is on an "occurrence" basis, not "claims-made" basis (*rarely an issue except on Professional Liability/E&O policies, where "claims-made" policy is acceptable*).

Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, 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 - Insurance Services Office Form CA 0001

Certificate Requirement: Auto liability covers "any auto" (*or non-owned & hired if contractor has no autos. This coverage is required when vehicles are used in performance of the actual job, not to and from a job.*)

Covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

___ 3. Workers' Compensation

Certificate Requirement: Workers Compensation provides Statutory Limits & Employers Liability coverage. (*This coverage is not required if the owner has no employees.*)

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

___ 4. Professional Liability *(Errors and Omissions): - **Not required for Maintenance Service Contracts**

Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page) If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

___ Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

___ Additional Insured Status

Certificate Requirement: Additional Insured Status forms –the appropriate form numbers are provided (see the lower left corner). (*Construction jobs require BOTH CG 20 10 10 01 and CG 20 37 10 01 or if custom, those with the same indemnity wording. CG 20 37 10 01 provides completed operations coverage.*) (*An Additional Insured endorsement is not necessary for Auto coverage or Professional Liability.*)

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01).

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

Primary Coverage

Certificate Requirement: Primary Coverage to the City is provided under Liability coverage.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Certificate Requirement: Notice of Cancellation is provided on all policies.

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity via email to: mwalker@ci.antioch.ca.us

Waiver of Subrogation

Certificate Requirement: Waiver of Subrogation is provided under Workers' Compensation and Property coverage.

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers A.M. Best Rating _____ Explain if less than A:VII _____

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAMPLE
MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 201__ between _____ ("Contractor"), whose address is _____ and telephone number is _____ and the CITY OF ANTIOCH, a municipal corporation ("City").

RECITALS

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing services for the City of Antioch to _____ as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.
2. **Compensation.** The total compensation under this Agreement shall not exceed _____, with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.
3. **Term.** The term of this Agreement will expire on _____.
4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.
5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this

Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

a. **Commercial General Liability (CGL):**

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Railroad Protective Liability.** If Contractor's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85

or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

ii. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

iv. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. 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 in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City

shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. **Warranty Against Defects.** Contractor warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. **Labor Code Prevailing Wage.** To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. **Notices.** This Agreement shall be administered by _____ ("Contract Administrator"). Any formal written notice to Contractor shall be sent to:

Any formal written notice to City shall be sent to:
City Manager
City of Antioch

P. O. Box 5007
Antioch, CA 94531-5007

11. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

By: _____
Steven Duran, City Manager

CONTRACTOR:

By: _____

Title: _____

By: _____

Title: _____

(Second signature required if a corporation)

ATTEST:

Arne Simonsen, City Clerk of City of Antioch

APPROVED AS TO FORM:

William Galstan, Interim City Attorney