

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
ALL CITY MANAGEMENT SERVICES, INC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of August, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALL CITY MANAGEMENT SERVICES, INC a California corporation ("Contractor").

**RECITALS**

A. City proposes to utilize the services of Contractor as an independent contractor to provide school crossing guard services, as more fully described herein; and

B. Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Contractor shall provide the professional services, inclusive of summer school, described in City's Request for Proposals, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the Cost Proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement. Contractor's total compensation shall not exceed \$ 328,569.00 annually. Contractor agrees not to raise Contractor's prices during the initial term of the Agreement. Thereafter, Contractor may request in writing at

least 30 days prior to the expiration of the initial term, or any extension period, a contract extension and price increase based on an increase in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). The adjustment will be determined using the June index for the current year and the June index for the preceding year. Contractor's written request for a contract extension and price increase shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised prices based on such CPI increase. The price increases shall be effective on the first day of any extension period and shall not be increased during any extension period.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City Manager or designee, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such

Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on July 31, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three additional one year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury

with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### **IF TO CONSULTANT:**

All City management Services, Inc  
10440 Pioneer Blvd., Ste 5  
Santa Fe Springs, CA 90670  
Tel: (800) 540-9290 ext 102  
Attn: Demetra Farwell

### **IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-  
Attn: Jennifer Rosales

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

Without limiting the foregoing indemnification obligations, in the event that a court determines joint or concurrent negligence or fault of the Contractor and City, their officers, agents or employees, liability, if any, shall be apportioned comparatively in accordance with the laws of the State of California, with each party bearing the proportionate share of liability attributable to that party's negligence or fault. The parties agree that determination of each party's respective fault shall be delayed until after the resolution of the underlying claim or claims.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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



6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

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

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison,  
City Manager Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jennifer Rosales  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**



**REQUEST FOR PROPOSALS**  
**FOR**  
**SCHOOL CROSSING GUARD SERVICES**  
**RFP NO. 23-24**



**PUBLIC WORKS DEPARTMENT**  
**CITY OF COSTA MESA**

**Released on June 14, 2023**

## REQUEST FOR PROPOSAL FOR SCHOOL CROSSING GUARD SERVICES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified organizations to provide school crossing guard services for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, Appendix B. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for two years with three one-year renewal periods. The City reserves the right to award one or more contracts for this service.

### I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**2. Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

<b>Release of RFP</b>	<b>June 14, 2023</b>
<b>Deadline for Written Questions</b>	<b>June 20, 2023 at 11:00 a.m.</b>
<b>Responses to Questions Posted</b>	<b>June 22, 2023</b>
<b>Proposals are Due</b>	<b>June 28, 2023 at 2:00 p.m.</b>
<b>Interviews (if needed)</b>	<b>July 25, 2023</b>
<b>Approval of Contract</b>	<b>August 2023</b>

**\*\*All dates are subject to change at the discretion of the City.**

**3. Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A, Scope of Services, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a. Contractor shall submit satisfactory evidence to the City that they have provided, or are currently providing Crossing Guard services similar to the operation described herein. If Contractor has no experience in providing and managing Crossing Guard services, then sufficient evidence of experience in comparable fields and employment of qualified personnel to administer and perform Crossing Guard services described herein must be shown.
- b. Contractors shall submit a work history for the last ten years listing other public agencies for whom the Contractor has provided similar services, including a description of services provided, year completed, cost, and agency/client name along with the agency contact person name, address, fax, and telephone number. Services rendered for other agencies will be subject to verification by the City. Contractors without experience herein described, but with sufficient experience in a comparable field, should show that they will have responsible management personnel who are qualified to plan, supervise, direct, and operate the services specified to the City's satisfaction.
- c. Contractors shall include a listing, with qualifications, of key personnel who have had experience in supervising Crossing Guard services in a public school setting, and other employees who will be associated with the services. The Contractor shall be responsible for all background checks for the persons employed to perform this service. An organization chart and staffing plan identifying managing and supervisory personnel and a brief resume on each individual (two pages max per person). Identify the area



supervisor with a detailed resume and the individual authorized to negotiate the contract on behalf of your firm.

## II. GENERAL INSTRUCTIONS AND PROVISIONS

**1. Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 12 pages in length, not including cover letter, resumes of key people, and cost proposal. Each Proposal will adhere to the following order and content of sections. Refer to **Scope of Services, Appendix A** of this RFP. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposal. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Appendix A - Scope of Services** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
  1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of **Appendix A - Scope of Services**.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
  6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
    1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
    2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
    3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
    4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
    5. How many years have you been in business under your present business name?
    6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
    7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
    8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events,

including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Key Personnel/Staffing:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
  - Identify the members of the staff who will be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
  - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Propose an hourly rate based on the scope of services, school crossing guard locations, and requirements in this RFP. The fee schedule should show the hourly cost of services and the maximum number of chargeable hours per day for each Crossing Guard based on the schedule provided in Exhibit 1. An annual cost shall also be provided. Please note that the actual number of days of service could vary. A typical school year contains approximately 180 school days in session from September through June. Please include an additional annual cost estimate for summer school services, assuming five (5) elementary schools for 4 weeks (approximately 20 days). The cost proposal shall be submitted in a separate cost file.

The Contractor shall honor its hourly rate, regardless of the actual service hours required. Payment shall be made for "guard hours" only, and the hourly rate shall constitute full compensation for the services provided, including, but not limited to, equipment, supervision, office overhead, etc. Proposals shall be valid for a minimum of 180 days following submission.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Fee Schedule which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website no later than **2:00 p.m. (P.S.T) on June 28, 2023**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **June 20, 2023 at 11:00 a.m.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Method of Approach ----- 30%**
2. **Qualifications of Experience ----- 30%**
3. **Key Personnel/Staffing --- 30%**
4. **Cost Proposal ---- 10%**

**4. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation

Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **July 25, 2023**. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may

terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

**5. 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

**6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

**7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**8. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix D** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a



governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to Planetbids. Proposers should check this web page daily for new information

## **APPENDIX A**

### **SCOPE OF SERVICES**

Contractor agrees to provide Crossing Guard Services to the City of Costa Mesa by safely conducting school children across the roadway, within a marked crosswalk.

#### **A. Employees and Service Hours**

1. Contractor shall ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City of Costa Mesa.
2. City shall provide to Contractor with a schedule indicating all of the designated crossing locations and the hours that Contractor is to provide Crossing Guard Services at each location. This schedule is subject to change upon thirty (30 days' written notice to Contractor; except that at the discretion of City, one of more Crossing Guards may be moved from one designated crossing location to another to immediately stand in for one or more absentee Crossing Guards. The Contractor shall provide Crossing Guards' Services at the designated locations and hours on all days on which the designated schools in the City of Costa Mesa are in session.
3. Contractor shall also maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.
4. The City shall have the sole and exclusive right to determine the hours and locations when and where guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of Contractor's request to change the hours of work or locations. The City further has the sole and exclusive right to add to, delete from, or revise the work schedule and/or locations at any time.

#### **B. Employee Selection Procedure**

1. Background investigation: Pursuant to Education Code § 45125.1, Contractor shall have background investigations performed of all applicants being considered for hire or, for employees who have not previously submitted fingerprints, who will work as a Crossing Guard under this Agreement. The background investigation shall include, but not be limited to, verification that each individual who will work as a Crossing Guard under this Agreement is not a felon, has no dangerous criminal history, nor has been prosecuted for sex or drug related offenses.
2. Effective communication skills: Each individual who will work as a Crossing Guard under this Agreement shall be able to effectively communicate in English, both verbally and in written form.
3. Physical and mental health: Each individual who will work as a Crossing Guard under this Agreement must be in good physical and mental health.

#### **C. Site Supervision**

1. Contractor shall provide one (1) site supervisor ("Site Supervisor") to supervise all personnel in the performance of this Agreement. The Site Supervisor shall participate in all training

programs provided by Contractor. Said training shall be substantially similar to that of the Crossing Guards, except that the Site Supervisor's training shall include instruction in time keeping, report writing and supervisory techniques.

2. The Site Supervisor shall also be responsible for recruiting and training personnel, overseeing the scheduling for all crossing locations, conducting safety inspections, coordinating safety assemblies and responding to and remedying any problems and complaints.
3. The Site Supervisor shall visit each site under his/her supervision at least three (3) times a week and each school participating in the program at least once a month.

#### **D. Management Report**

1. Contractor shall submit a management report to City's Department of Public Services, Transportation Services Division each month, reflecting the activities in the program during the previous month. This report will include, but not be limited to, the following items:
  - a. Time summary sheet reflecting sites worked, days and hours worked and identification of personnel working (regular and alternate guards).
  - b. Program related matters, including:
    - (1) Problems and recommended solutions.
    - (2) Incidents and activities involving Crossing Guards and program personnel.
    - (3) Special programs held at schools.

#### **E. Performance**

1. Each year, participating schools will be asked to evaluate Contractor's performance. Contractor shall forward a copy of each evaluation to City with the next regular monthly management report, but no later than July 1 of that year. The evaluation shall include a critique of the Crossing Guards including, their appearance, attitude, punctuality, ability to communicate and interact with the children and overall performance. The participating schools' responses the evaluation will be closely analyzed by City and may be grounds for termination of the Agreement. City will require immediate remedial action on any ratings that are less than satisfactory.
2. The Crossing Guard personnel shall also be evaluated on an annual basis by the Site Supervisor. The evaluations will serve as a tool to inform the individual Crossing Guards as to areas of superior or acceptable performance, areas of needed improvement and the steps to take to ensure that the necessary improvement occurs.
3. Meetings will be held annually between City's representative and the Site Supervisor to evaluate and discuss the ongoing program. During each meeting, a review will be made of any incidents or problems that have occurred during the program year.

4. To ensure that the Site Supervisor is effectively performing his/her duties, City's representative may, from time to time, monitor the Site Supervisor's activities and conduct site audits. The site audit may include visitation of sites and review of the daily reports completed by the Site Supervisor.

#### **F. Crossing Guards' Duties and Scope of Training**

All Crossing Guards shall be trained to perform at least the following functions:

1. Halt vehicles when necessary by mechanical and hand signals to permit children to cross the road safely.
2. Maintain order among children assembled at street crossing points and permit them to cross only when they can do so safely.
3. Report license numbers of motor vehicles whose drivers violate traffic laws or Crossing Guard instructions to the Costa Mesa Police Department.
4. Make children aware of the elements of the traffic safety and operations of pedestrian controls.
5. Conduct themselves in accordance with the conditions of the Professional Services Agreement, the laws of the State of California, California Vehicle Code, the Manual of Uniform Traffic Control Devices (MUTCD), and the Costa Mesa Municipal Code.

#### **G. Materials and Supplies**

Contractor shall provide each Crossing Guard with apparel by which they are readily visible and easily recognized as Crossing Guards, which shall be worn at all times while performing duties pursuant to the Professional Services Agreement and which shall include, but not be limited to, at least the following materials and supplies:

1. Hand-held, regulation size stop sign.
2. Brightly colored, traffic safety vest.
3. Yellow rain suit for use in inclement weather.

**EXHIBIT 1**

**CROSSING GUARD LOCATION SUMMARY & SCHEDULE**

### Attachment B: Crossing Guard Location Summary and Schedule

Site #	School	Intersection	Location	Total Hours		Time Period	Monday - Friday (Excluding Wednesday)		Wednesday	
				Regular	Other		Start	End	Start	End
1	California Elementary School & TeWinkle Middle School	California/Gisler	SW	4:25	4:5	Morning 1	7:20 AM	8:50 AM	7:20 AM	8:15 AM
						Morning 2	-	-	8:45 AM	9:45 AM
						Afternoon 1	2:10 PM	2:50 PM	2:10 PM	2:50 PM
						Afternoon 2	3:20 PM	4:05 PM	3:20 PM	4:05 PM
2	Kaiser Elementary School	Rose Lane/Santa Ana	IFOS	3	3	Morning	7:40 AM	8:35 AM	7:40 AM	8:35 AM
						Afternoon	2:35 PM	3:20 PM	1:25 PM	2:10 PM
3	Kaiser Elementary School	21st/Santa Ana	SW	3	3	Morning	7:40 AM	8:35 AM	7:40 AM	8:35 AM
						Afternoon	2:35 PM	3:20 PM	1:25 PM	2:10 PM
4	Kaiser Elementary School	22nd/Santa Ana	SE	3	3	Morning	7:40 AM	8:35 AM	7:40 AM	8:35 AM
						Afternoon	2:35 PM	3:20 PM	1:25 PM	2:10 PM
5	Killybrooke Elementary	Killybrooke/Stonefield	NE	3	3	Morning	7:45 AM	8:50 AM	7:45 AM	8:50 AM
						Afternoon	2:50 PM	3:35 PM	1:20 PM	2:05 PM
6.1	Mariners Elementary	Irvine/Magnolia	IFOS	3	3	Morning	7:50 AM	8:50 AM	7:50 AM	8:50 AM
						Afternoon	2:55 PM	3:40 PM	1:55 PM	2:40 PM
6.2	Mariners Elementary	Irvine/Magnolia	IFOS	3	3	Morning	7:50 AM	8:50 AM	7:50 AM	8:50 AM
						Afternoon	2:55 PM	3:40 PM	1:55 PM	2:40 PM
7	Newport Heights Elementary	Palmer/Santa Ana	NW	3	3	Morning	7:15 AM	8:15 AM	7:15 AM	8:15 AM
						Afternoon	2:25 PM	3:20 PM	1:00 PM	1:50 PM
8	Paularino Elementary	Coolidge/Paularino	NE	3	3	Morning	7:20 AM	8:20 AM	7:20 AM	8:20 AM
						Afternoon	2:05 PM	2:50 PM	2:05 PM	2:50 PM
9.1	Pomona Elementary	Hamilton/Pomona	SE	3	3	Morning	7:25 AM	8:25 AM	7:25 AM	8:25 AM
						Afternoon	2:30 PM	3:15 PM	1:00 PM	1:45 PM
9.2	Pomona Elementary	Hamilton/Pomona	SW	3	3	Morning	7:25 AM	8:25 AM	7:25 AM	8:25 AM
						Afternoon	2:30 PM	3:15 PM	1:00 PM	1:45 PM
10	Rea Elementary	Hamilton/Meyer	SW	3	3	Morning	7:20 AM	8:40 AM	7:20 AM	8:40 AM
						Afternoon	2:55 PM	3:35 PM	1:20 PM	2:00 PM
11	Victoria Elementary	American/Victoria	NW	3	3	Morning	7:40 AM	8:40 AM	7:40 AM	8:40 AM
						Afternoon	2:25 PM	3:15 PM	1:30 PM	2:20 PM
12.1	Wilson Elementary	Placentia/Wilson	NW	3	3	Morning	7:30 AM	8:30 AM	7:30 AM	8:30 AM
						Afternoon	2:35 PM	3:20 PM	1:05 PM	1:50 PM
12.2	Wilson Elementary	Placentia/Wilson	SW	3	3	Morning	7:30 AM	8:30 AM	7:30 AM	8:30 AM
						Afternoon	2:35 PM	3:20 PM	1:05 PM	1:50 PM
13	Whittier Elementary	Placentia/West 18th	NW	3	3	Morning	7:05 AM	8:05 AM	7:05 AM	8:05 AM
						Afternoon	2:10 PM	2:55 PM	12:50 PM	1:35 PM
14	Whittier Elementary	Monrovia/West 18th	NE	3	3	Morning	7:15 AM	8:15 AM	7:15 AM	8:15 AM
						Afternoon	2:05 PM	2:50 PM	12:45 PM	1:30 PM
15	Woodland Elementary	21st/Garden	SW	3	3	Morning	7:20 AM	8:30 AM	7:20 AM	8:30 AM
						Afternoon	2:25 PM	3:10 PM	1:35 PM	2:20 PM
16	College Park Elementary	Villanova/Notre Dame	E	3	3	Morning	7:25 AM	8:25 AM	7:25 AM	8:25 AM
						Afternoon	2:00 PM	2:45 PM	1:00 PM	1:45 PM

CHECK		CHECK	
Monday - Friday		Wednesday	

1:30	2:55	0:55	3:20
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0:45		0:45	

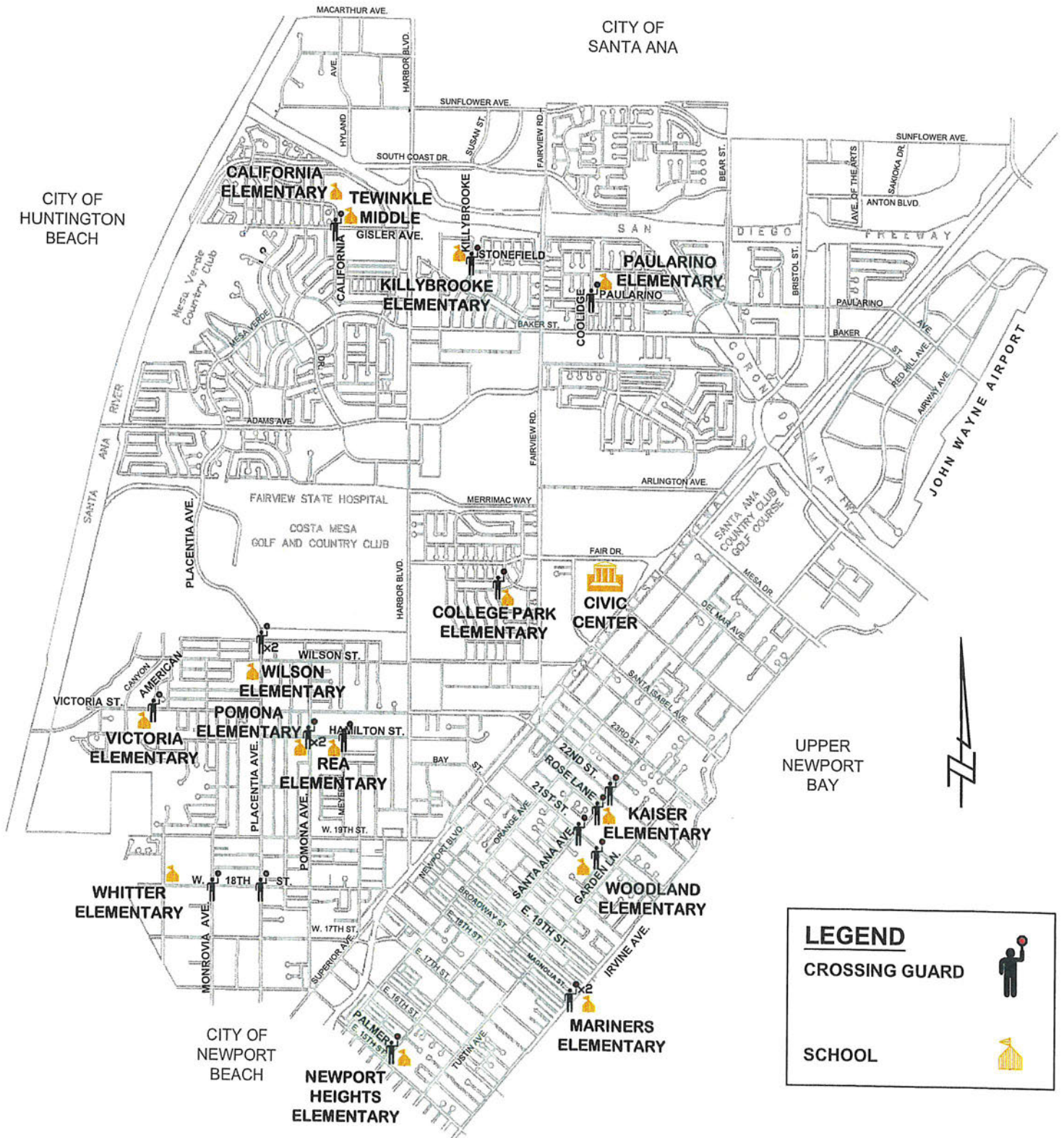
#### ADDITIONAL SCHOOL CROSSING GUARD SERVICES:

Summer School Services: Assume five (5) Elementary School sites for 4 weeks (approximately 20 days) with 3 hours in morning and 3 hours in afternoon per school site

**EXHIBIT 2**

**CITY OF COSTA MESA CROSSING GUARD LOCATIONS**

# CITY OF COSTA MESA CROSSING GUARD LOCATIONS





**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**

# ALL CITY MANAGEMENT SERVICES

*“The Crossing Guard Company”*

**City of Costa Mesa  
Request for Proposal  
School Crossing Guard Services  
RFP No. 23-24**

**June 28, 2023**

**Presented by**



10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670

OFFICE PHONE: 800.540.9290 FAX: 310.202.8325

EMERGENCY DISPATCH: 877.363.2267

[www.thecrossingguardcompany.com](http://www.thecrossingguardcompany.com)

## **Cover Letter**



## ALL CITY MANAGEMENT SERVICES

June 21, 2023

City of Costa Mesa  
Public Works Department  
RFP No. 23-24 School Crossing Guard Services  
77 Fair Drive, Costa Mesa, CA 92628

Dear Administrator:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to continue to serve the City of Costa Mesa Crossing Guard Program. We are proud to have managed the School Crossing Guard program for the City of Costa Mesa for the last 20 years.

We have received the Request for Proposal with services to begin on or around August 21, 2023. I have reviewed the Scope of Work and Sample Professional Service Agreement and agree to have the terms and conditions set forth with exception of: Indemnity language used in Service Agreement; Item 6.9 - Indemnification and Hold Harmless. If selected, we will request modification to the language used.

We also have concerns with Professional Liability listed under Insurance 5.1 Section D. This type of insurance is a non-standard for our industry and results in an unnecessary expense to the City. This type of coverage is usually required for true professional services such as; design, engineering, architecture, construction, legal and medical. We request this requirement be waived. Please see our attached response which includes pricing with and without Professional Liability Insurance.

Our goal is simple, to continue to relieve the City of Costa Mesa of the day to day responsibilities of managing a Crossing Guard Program. As your full services contractor, we have assumed complete responsibility for the day to day operations of the Costa Mesa Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

We maintain local supervision, alternate guards, a paging system and a 24 hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of again providing Crossing Guard services for the City of Costa Mesa. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,



David Mecusker  
Marketing & Contracts Manager (Authorized Representative)  
10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, CA 90670  
800 540 9290, Ext 107  
david@thecrossingguardcompany.com



Demetra Farwell, Corporate Secretary  
Corporate Secretary / Director of Human Resources (Authorized Signer)  
All City Management Services, Inc. (Incorporated in California)  
10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, CA 90670  
800 540 9290, Ext 102  
demetra@thecrossingguardcompany.com

## **Background and Project Summary**

## **Project Summary**

1. All City Management Services, Inc. will provide Crossing Guard services for the City of Costa Mesa for a one (1) year period; to commence on: the start of fall 2023 school semester, ending on the conclusion of the 2023-2024 school session.
2. ACMS will provide nineteen (19) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS will ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by the City of Costa Mesa and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, a felony for crimes against children, a felony for violent crimes or has a dangerous criminal history. ACMS understands no one who has been prosecuted for sex or drug related offenses will be hired as a crossing guard.
5. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
6. ACMS understands all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorist and themselves while serving as crossing guards. They will maintain order among children assembled, make children aware of the elements of traffic safety and report license plate numbers of drivers violating traffic laws.
7. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.

8. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The apparel must be appropriate for weather conditions.
9. ACMS shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement. ACMS Supervisor shall visit each site under their supervision at least three (3) times a week and each school participating in the program at least once a month.
10. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.
11. ACMS shall submit a management report to the City's Department of Public Services, Transportation Services Division each month.
12. Annually Schools will evaluate ACMS performance and ACMS will forward a copy of each evaluation to City no later than July 1<sup>st</sup> of that year.
13. ACMS will meet with City representatives at least twice a year to evaluate and discuss the ongoing program and review any incidents or problems that have occurred during the year.



## **Method of Approach**

**City of Costa Mesa**  
**Crossing Guard Program**  
**(Estimated) Implementation Schedule / Major Milestones**

Contractor Notification (unofficial)	July 24 <sup>th</sup>
City Council Approval	Aug. 1 <sup>st</sup>
City of Costa Mesa/ACMS Planning Meeting (Costa Mesa Department of Public Services; Transportation Services, ACMS Team)	Week of Aug. 7 <sup>th</sup>
Contract and Insurance complete (Final Terms agreed to)	Week of Aug. 7 <sup>th</sup>
ACMS Training Review Meeting(s) with current crossing guards, substitutes (Assignments / schedules confirmed equipment delivered to guards)	Week of Aug. 14 <sup>th</sup>
School designees re-contacted and Monthly Status Meetings agreed to	Week of Aug. 14 <sup>th</sup>
Additional Training/Equipment needs delivered	Aug. 14 <sup>th</sup> – Aug. 18 <sup>th</sup>
Guards re-contacted for assignment readiness	Aug. 14 <sup>th</sup> – Aug. 18 <sup>th</sup>
Guards on site / Area Supervisor in field	Aug. 21 <sup>st</sup>
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	Dec. 18 <sup>th</sup>
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	May 20 <sup>th</sup>

## Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and National Operations Manager work together (with input from City of Costa Mesa) to establish specific program objectives and expectations. These Senior Managers then work directly with your Regional Manager and Area Supervisor to implement the management plan.

The Regional Manager along with your local Area Supervisor; has responsibility for the direct management of the Crossing Guards and together they will continue to ensure City of Costa Mesa operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Regional Manager. In addition to verbal training and counseling, these managers are supported by the use of **Field Training Check Lists, Field Training Cards, Site Performance Evaluations** and independent Field Observations. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City of Costa Mesa representative.

Department of Justice background checks will be completed on all potential employees as allowed by California state law and Pursuant to Education Code 45125.1. Successful completion of the background check and Social Security verification via E-Verify is required prior to the employee being hired.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management.

ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of Costa Mesa established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under the California Health and Safety Code.

- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.
- Any offense involving the manufacture, sales, possession, or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Costa Mesa Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to the City within two (2) hours to advise them of the nature of the complaint. ACMS shall furnish a written report within five (5) business days after the date of the incident, which includes the course of action/remedy/resolution of said complaint.

Communications with individual school sites is facilitated by the Area Supervisors. Personal visits are made regularly (once per month) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

## Recruitment and Staffing

ACMS Managers will continue to assess the **staffing** needs of the City of Costa Mesa on an ongoing basis. We will focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **the recruitment** of new Crossing Guards. As a part of our Staffing strategy, we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of ensuring the safety of children with our presence. As such, we cannot allow the children's safety to be compromised by failing to call or no show for duty.

**Supervisor Teams** – City of Costa Mesa would benefit from our presence in nearby cities such as: Newport Beach, Laguna Beach, Lake Forest, Solana Beach, Cypress, Garden Grove, Huntington Beach, Fountain Valley, and Santa Ana, among others. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other, if needed. This has resulted in alternates guards getting more hours as they are “shared” with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

## Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 38 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***“Employee Handbook for School Crossing Guards”*** and are shown the professionally produced training DVD, “Crossing Guard Safety.” The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employees’ progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory, and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employees’ readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

## **Qualifications and Experience**

## **Company Data**

### **All City Management Services, Inc.**

#### **Corporate Office**

10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, CA 90670  
Phone: 310 202 8284 Fax: 800 430 1059  
24-hour number is 877 512 2267  
<https://thecrossingguardcompany.com>  
Federal Tax Identification Number: 95-3971517

#### **Bid Direct Point of Contact**

ACMS represents the following person is authorized to negotiate on their behalf with the City of Costa Mesa in connection with this RFP:

David Mecusker, Marketing & Contracts Manager  
Phone: 310 202 8284 Ext. 107  
[david@thecrossingguardcompany.com](mailto:david@thecrossingguardcompany.com)

#### **Satellite Offices**

##### **Texas**

2012 E. Randol Mill, Ste. 222  
Arlington, TX 76011  
Phone: 817 962 0110  
Fax: 800 430 1059

##### **Nevada**

4775 W. Teco Ave., Ste. 235  
Las Vegas, NV 89118  
Phone: 702 675 3135  
Fax: 702 750 2110

##### **Kansas**

8928 Nieman Road  
Shawnee, KS 66214  
Phone: 800 540 9290  
Fax: 800 430 1059

All City Management Services, Inc. was established on May 3, 1985, as an S Corporation and has not conducted business under any other business name. All City Management Services, Inc. is not partially owned by another business organization or individual. All City Management Services, Inc. has 38 years of experience providing crossing guard services. Baron Farwell; President and General Manager owns one hundred percent (100%) of stock outstanding. Demetra Farwell is the Corporate Secretary and Brian Brooks is the Chief Operating Officer for All City Management, Inc.

All City Management Services, Inc. has not lost a client agency due to failure or refusal to complete a contract and has never lost a client agency due to the level of service provided. All City Management Services, Inc.'s financial interests are associated with Crossing Guard and has no financial interest in other lines of business.



## **Qualifications and Experience**

**All City Management Services, Inc. (ACMS)** Serving over 310 cities, counties and school districts, we have successfully privatized and exclusively provided Crossing Guard services for over 38 years. ACMS currently employs over 8,500 Crossing Guards who are supported and managed by locally assigned Area Supervisors and second level management. We have experience managing small programs (19 or less), mid-sized programs (20 to 99) and large programs in excess of 100 Crossing Guards.

While the size of our Company reflects our broad-based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges.

Our understanding of the unique challenges presented by a crossing guard program; guard scheduling, geography, school locations and demographics, make us well qualified to continue to meet the unique needs of demands of the City of Costa Mesa program. Our management team will meet with the City of Costa Mesa personnel regularly to address needs and ensure all requirements are met.

Understanding that unexpected absences and tardiness can impact the safety of children we are charged with protecting. ACMS ensures the response of our Management Team through our Emergency Dispatch Hotline (available to employees 24/7); providing assurance that we will have adequate advance notice of potential absences (both planned and unplanned) to respond effectively.

Our ability to operate and manage the City of Costa Mesa Crossing Guard program is supported by our success as your current service provider and with programs in Southern California, as well as similar programs in Northern California and in 20 other states. Examples of the many clients we serve in Southern California include City of Newport Beach, City of Huntington Beach, City of Fountain Valley, City of Laguna Beach, City of Lake Forest, City of Santa Ana, City of Garden Grove, City of Fullerton, City of Cypress, City of La Palma, City of Buena Park, City of Solana Beach, Newport Mesa School District, Orange County Sheriff's and Los Angeles County Office of Education, among others.

We are very proud to announce; ACMS performance standards and training procedures have been integrated into the model for California Safe Routes to School Crossing Guard Guidelines.

Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. This singular area of service enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

It should be noted that ACMS has never lost a client agency due to the level of service provided.

## **References for Crossing Guard Services**

**City of La Palma (since 1998)**

7792 Walker Street  
La Palma, CA 90623  
Ron Wilkerson; Captain  
714 690 3382  
rwilkerson@cityoflapalma.org

**City of Fountain Valley (since 2022)**

10200 Slater Avenue  
Fountain Valley, CA 92708  
Anthony Luce, Captain  
714 593 4528  
Anthony.luce@fountainvalley.org

**City of Tustin (since 2009)**

300 Centennial Way  
Tustin, CA 92780  
Donald Houle; Sergeant  
714 573 3219  
dhoule@tustinca.gov

**City of Fullerton (since 2000)**

237 Commonwealth Ave.  
Fullerton, CA 92832  
Mike Chlebowski; Commander  
714 738 6816  
mchlebowski@fullertonpd.org

**City of Santa Ana (since 2010)**

60 Civic Center Drive  
Santa Ana, CA 92702  
Zdenek Kekula, Principal Engineer  
714 647 5606  
zkekula@cypressca.org

**Beverly Hills USD (since 2001)**

255 S. Lasky Drive  
Beverly Hills, CA 90212  
Gilda Keshishyan; Purchasing Assistant  
310 551 5100, Ext. 2249  
gkeshishyan@bhusd.org

**City of Buena Park (since 2010)**

6640 Beach Blvd.  
Buena Park, CA 90621  
Jon Shadow; Sergeant  
714 562 3943  
jshadow@bppd.com

**City of Glendale (since 2008)**

633 E. Broadway, Rm. 205  
Glendale, CA 91206  
Pastor Casanova, Principal Engineer  
818 548 3945  
pcasanova@glendaleca.gov

**City of Lake Forest (since 2003)**

100 Civic Center Drive  
Lake Forest, CA 92630  
Sharlyn de la Paz, Sr. Management Analyst  
949 282 5215  
sdelapaz@lakeforestca.gov

**City of Cypress (since 1996)**

5275 Orange Avenue  
Cypress, CA 90630  
Eileen Sweeny, Specialist  
714 229 6629  
esweeney@ci.cypress.ca.us

**City of Manhattan Beach (since 2007)**

420 15<sup>th</sup> Street  
Manhattan Beach, CA 90266  
Andy Harrod; Lieutenant  
310 802 5165  
aharrod@citymb.info

**L.A. CTY Office of Education (since 2010)**

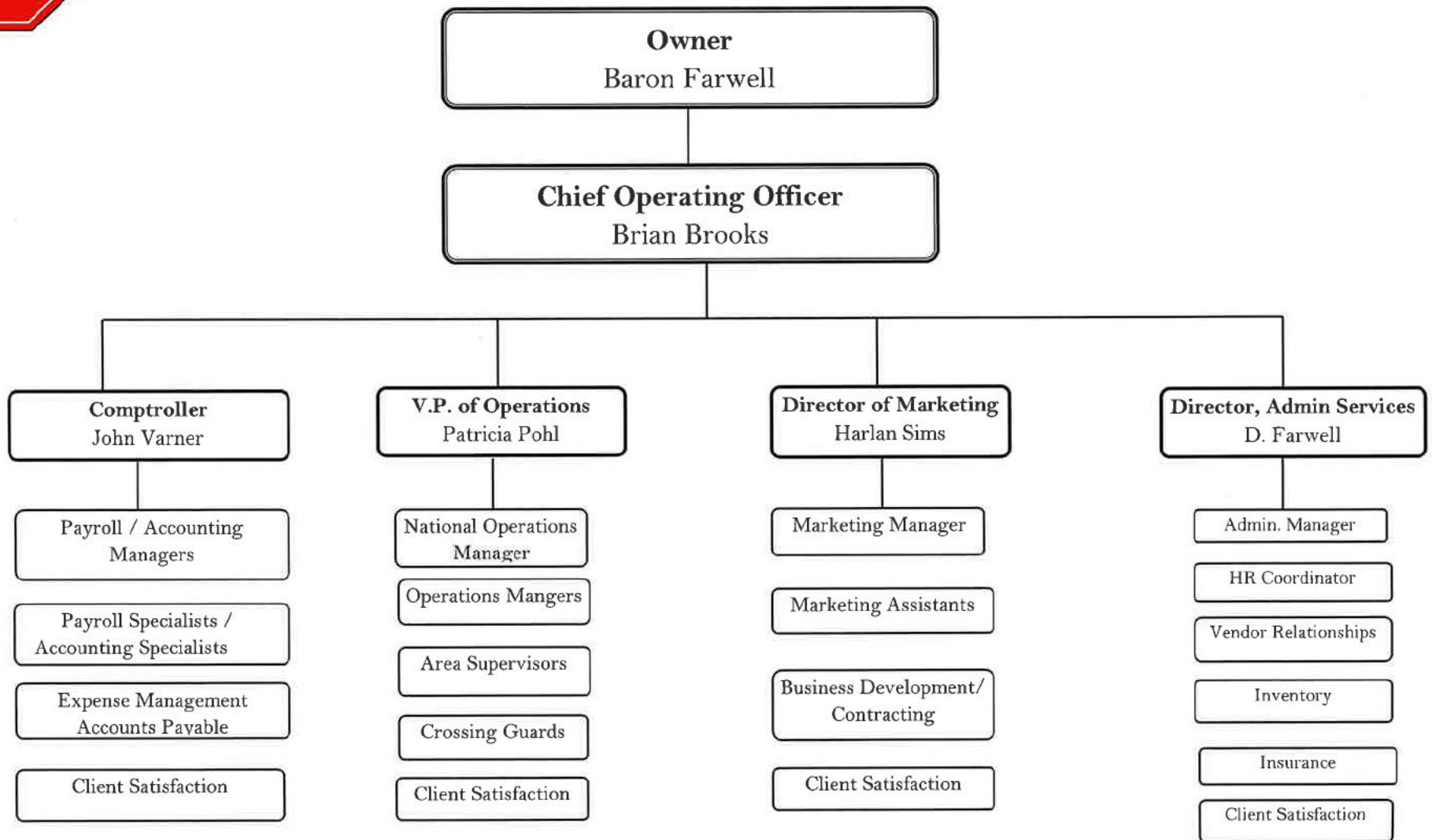
12830 Columbia Way, Room 153  
Downey, CA 90242  
Anne Brache; Procurement Specialist  
562 803 8516  
Brache\_anne@laoe.edu

*With over 310 nationwide clients, we would be happy to supply additional references if needed.*

## **Key Personnel / Staffing**



## ALL CITY MANAGEMENT SERVICES





## ALL CITY MANAGEMENT SERVICES

**City of Costa Mesa**



**Vice President of Operations**  
**Patricia Pohl**  
310 877 7045 cell  
[pat@thecrossingguardcompany.com](mailto:pat@thecrossingguardcompany.com)

**National Operations Manager**  
**Kim Brooks**  
913 333 2563 cell  
[kim@thecrossingguardcompany.com](mailto:kim@thecrossingguardcompany.com)



**Project Manager**  
**Jim Liuzzi**  
714 234 1690 cell  
[jliuzzi@thecrossingguardcompany.com](mailto:jliuzzi@thecrossingguardcompany.com)



**Area Supervisor**  
**Kathy Clinkenbeard**  
949 312 8542  
[kathyclink@thecrossingguardcompany.co](mailto:kathyclink@thecrossingguardcompany.co)



**19 Crossing Guards**

## **Field Management Personnel**

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community of Costa Mesa will continue to benefit from a team concept which consists of Area Supervisor, Project Manager, National Operations Manager and Vice President of Operations. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

**Area Supervisor (Kathy Clinkenbeard):** Kathy will continue to handle all aspects of the daily supervision of the program of nineteen (19) Crossing Guards and alternate pool. With support from the Project Manager she will typically recruit, hire, train and provide personnel management for all the sites they oversee and will interface with school staff as needed. In addition to communicating with the City and School staff, Kathy is responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completed the Certification mandates. She will be available by telephone on all occasions for discussion with City staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. Kathy Clinkenbeard reports directly to the Project Manager.

**Project Manager (James Liuzzi):** James will serve as **Project Manager** and will directly manage your Area Supervisor and provide training and support. With support from the National Operations Manager, James will interface with the City representatives and District staff, as needed. James will assist in the hiring of the Crossing Guards as well as the development and implementation of training programs and certification standards. He will continue to ensure compliance with Company standards and the City of Costa Mesa expectations and be the liaison to the City. James Liuzzi reports directly to the National Operations Manager.

**National Operations Manager (Kim Brooks):** Kim has over 6 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with Project Manager to ensure all program standards are being met. Kim has extensive experience implementing and managing comparable and larger programs. She is responsible for initial training and orientation for all new client programs. Kim Brooks reports directly to Vice President of Operations.

**Vice President of Operations (Pat Pohl):** Pat has over 27 years of industry experience. She is responsible for overall contract compliance. Works with the Regional Support Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

## PATRICIA J. POHL

### WORK HISTORY

**2010 to present** All City Management Services, Inc.  
10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, California 90670

**Vice President of Operations:** Full responsibility for the planning, direction and coordination of all field-based leadership personnel nationwide (250+). Accountable for development and implementation of cost-effective procedures to meet current and future company needs. Responsible for all aspects of operations to ensure successful compliance with policies and procedure resulting in achieving optimum safety standards.

**1998 to 2010** All City Management Services, Inc.  
1749 South La Cienega Blvd.  
Los Angeles, California 90035

**Operations Manager:** Accountable for management of day-to-day operations of field 50+ area supervisors. Responsible for development, implementation and compliance for all training programs as well as Safety Certification standards for all Crossing Guards.

**1994 to 1998** All City Management Services, Inc.  
1749 South La Cienega Blvd.  
Los Angeles, California 90035

**Area Supervisor:** Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

**1967 to 1994** Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager:  
Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

### PROFESSIONAL ASSOCIATIONS

Previously invited to serve as the only private sector representative on:  
California Crossing Guard Training Expert Review Panel  
Safe Routes to School Technical Assistant Resource Center (SRTS TARC) a project of California Active Communities within the California Department of Public Health (CDPH)

Previously retained as Expert Witness and Person Most Knowledgeable in several litigations related to personal injury accidents involving School Crossing Guards.

Florida Department of Transportation  
School Crossing Guard Trainer Certification, currently status; active

## Kimberly M. Brooks

### NATIONAL OPERATIONS MANAGER

Proven advocate for pedestrian safety by effectively administering company policies and procedures to employees. Operations leader that utilizes training and mentoring techniques to develop continuous improvement efforts with Regional Managers toward staff development.

Skilled in organizing staff and planning for complete site coverage. Effective in recruiting from various sources and using system planning to align resources. Excellent communicator capable of building relationships with clients, supervisory staff, guards, and internally at any organizational level.

- ✓ Client engagement
- ✓ Recruiting & Training
- ✓ Relationship Builder
- ✓ Safety focused
- ✓ Coaching & Mentoring
- ✓ Problem-solver

### Professional Experience

#### *ALL CITY MANAGEMENT SERVICES*

**2016 to Present**

##### **Regional Support Manager – May 2020 to Present**

- Responsible for overseeing the day-to-day functions of the Regional Manager.
- Identify challenge programs in cooperation with Regional Manager.
- Oversee Client Relationships.
- Assist in the development and transition of new programs.

##### **National Advertising and Recruiting Coordinator – February 2018 – May 2020**

- Manage advertising and nationally.
- Recruit, hire and train Recruiting Coordinators to build relationships within their community.
- Collaborate directly with Regional Manager to combat staffing issues within areas directly.
- Develop new strategies for recruiting.

##### **Regional Supervisor – September 2016 to 2018**

- Administer policies through training of supervisory staff and monitoring compliance of guard performance.
- Serve as liaison with contracting point of contacts and company to communicate and resolve any operational issues such as site modifications and pedestrian counts.
- Oversee programs covering over 200 sites in Kansas, Missouri and Iowa.
- Other duties include approving payroll, onboarding and training employees.

##### **Area Supervisor – July 2016 to 2018**

- Recruit, train and staff crossing guards in the City of Lenexa.
- Overall administrative functions for the area.



## **Forms**

Vendor application Form

Ex Parte Communication Certification

Disclosure of Government Positions

Disqualification Questionnaire

Company Profile and References

Bidder/Applicant/Contractor Campaign Contribution

ACMS Exceptions Page

ACMS Financials



**VENDOR APPLICATION FORM  
FOR  
RFP No. 23-24 FOR SCHOOL CROSSING GUARD SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: All City Management Services, Inc.

Contact Person for Agreement: David Mecusker

Title: Marketing & Contracts Manager E-Mail Address: david@thecrossingguardcompany.com

Business Telephone: 310 202 8284 Ext. 107 Business Fax: 310 202 8325

Corporate Mailing Address: 10440 Pioneer Blvd., Suite 5

City, State and Zip Code: Santa Fe Springs, CA 90670

Contact Person for Proposals: David Mecusker

Title: Marketing & Contracts Manager E-Mail Address: david@thecrossingguardcompany.com

Business Telephone: 310 202 8284 Ext. 107 Business Fax: 310 202 8325

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP  
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP  
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Baron Farwell</u>	<u>Owner / President</u>	<u>310 877 7336</u>
<u>Demetra Farwell</u>	<u>Corporate Secretary</u>	<u>424 298 9307</u>
<u>Brian Brooks</u>	<u>Chief Operating Officer</u>	<u>913 731 8174</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 

City of Costa Mesa Business License Number: 50571

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: September 30, 2023

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-24 FOR SCHOOL CROSSING GUARD SERVICES** at any time after **June 14, 2023**.

  
**Signature**

Demetra Farwell, Corporate Secretary

**Print**

Date: 6/21/23

**OR**

I certify that Proposer or Proposer's representatives have communicated after **June 14, 2023** with a City Councilmember concerning informal **RFP No. 23-24 FOR SCHOOL CROSSING GUARD SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Print**

### **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No X

If the answer is yes; explain the circumstances in the following space:

## COMPANY PROFILE & REFERENCES

**Company Legal Name:** All City Management Services, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): S - Corporation

Active licenses issued by the California State Contractor's License Board:

Business Address: 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670

Website Address: acmssafety.com

Telephone Number: 310 202 8284

Facsimile Number: 310 202 8325

Email Address: david@thecrossingguardcompany.com

Length of time the firm has been in business: 38 years

Length of time at current location: 10 years

Is your firm a sole proprietorship doing business under a different name: \_\_\_Yes XNo

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: 8:00AM - 5:00PM (Monday - Friday)

Regular holidays and hours when business is closed: Federal Holidays

**Contact person in reference to this solicitation:** David Mecusker

Telephone Number: 310 202 8284 Ext. 107

Facsimile Number: 310 202 8325

Email Address: david@thecrossingguardcompany.com

**Contact person for accounts payable:** Cassandra Gandara

Telephone Number: 310 202 8284 Ext. 112

Facsimile Number: 310 202 8325

Email Address: cassandra@thecrossingguardcompany.com

**Name of Project Manager:** Jim Liuzzi

Telephone Number: 714 234 1690

Facsimile Number: 310 202 8325

Email Address: jliuzzi@thecrossingguardcompany.com

## COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:** City of Newport Beach, CA

Contact Name: Jonathan Stafford, Deputy Director

Contract Amount: \$340,362.00

Email: jstafford@nbpd.org (949 644 3650)

Address: 100 Civic Center Drive, Newport Beach, CA 92660

Brief Contract Description: Provide Crossing Guard services for twenty-two (22) locations.

**Company Name:** City of Huntington Beach, CA

Telephone Number: 714 960 8819

Contact Name: Mike Thomas, Sergeant

Contract Amount: \$531,993.00

Email: mthomas@hbpd.org

Address: 200 Main Street, Huntington Beach, CA 92648

Brief Contract Description: Provide Crossing Guard services for thirty-one (31) locations.

**Company Name:** City of Los Alamitos, CA

Telephone Number: 562 594 7230

Contact Name: Kain Gallagher, Captain

Contract Amount: \$138,801.00

Email: kgallagher@cityoflosalamitos.org

Address: 3201 Katella Avenue, Los Alamitos, CA 90720

Brief Contract Description: Provide Crossing Guard services for seven (7) locations.

**Company Name:** City of Aliso Viejo, CA

Telephone Number: 949 425 2561

Contact Name: Scott Merrill, Captain

Contract Amount: \$256,266.00

Email: sjmerrill@ocsheriff.gov

Address: 12 Journey, Suite 100, Aliso Viejo, CA 92656

Brief Contract Description: Provide Crossing Guard services for ten (10) locations.

**Company Name:** City of Stanton, CA

Telephone Number: 714 890 4204

Contact Name: Han Sol Yoo, Associate Engineer

Contract Amount: \$58,540.00

Email: hyoo@stantonca.gov

Address: 7800 Katella Avenue, Stanton, CA 90680

Brief Contract Description: Provide Crossing Guard services for four (4) locations.





## BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
		Not Applicable		

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Demetra Farwell)

Bidder/Applicant/Proposer  
All City Management Services, Inc.

Date

## Requested Exception Narrative

### 1. Appendix B - Sample Professional Services Agreement ; Section 5 – Insurance 5.1d Professional Errors and Omissions.

**Exception:** *If awarded, we would request this insurance requirement to be waived.*

*This type of insurance is a non-standard for our industry and results in an unnecessary expense for the City. This type of coverage is usually required for true professional services such as design, engineering, architecture, construction, legal and medical.*

*In an effort to obtain the requested insurance coverage we reached out to our insurance carrier for a quote, please see their feedback below.*

*“We have sent out an application for Professional Liability Insurance coverage to thirteen (13) different insurance companies to request a quote. Half of these insurance companies declined the request because they do not feel ACMS has professional liability exposure.”*

*Audra Powers, CIC, CRM  
Client Services Executive Team Leader  
CA Insurance License #QB50182  
T : 949 544 8475 / F : 8858 452 7530  
[Audra.powers@marshmma.com](mailto:Audra.powers@marshmma.com) / [MarshMMA.com](http://MarshMMA.com)*

*It should be noted that we have included alternate program pricing that does include Professional Liability Insurance and program pricing that does not include this type of coverage.*

*We hope the City finds this request reasonable and acceptable.*

### 1. Appendix B – Sample Professional Services Agreement; Section 6.9 – Indemnification and Hold Harmless.

**Exception:** *If awarded, we request this section to include shared liability verbiage in the event of a claim. We would like the following verbiage added to the end of section 6.9:*

*“Without limiting the foregoing indemnification obligations, in the event that a court determines joint or concurrent negligence or fault of the Contractor and City, their officers, agents or employees, liability, if any, shall be apportioned comparatively in accordance with the laws of the State of California, with each party bearing the proportionate share of liability attributable to that party’s negligence or fault. The parties agree that determination of each party’s respective fault shall be delayed until after the resolution of the underlying claim or claims.”*

*We hope the City finds this request reasonable and acceptable.*





*Over thirty years of experience in providing communities with  
PROFESSIONAL SCHOOL CROSSING GUARD SERVICES*

ALL CITY MANAGEMENT SERVICES

**EXHIBIT C**  
**COST PROPOSAL**

## Cost Proposal / Pricing Options

It should be noted that we have included alternate program pricing that does not include Professional Liability Insurance and program pricing that does include this type of coverage.

Professional Liability is a non-standard for our industry and our insurers have always felt unnecessary as it is meant for true professional services such as accounting, legal, medical, construction and design.

We have included our exception to the Professional Liability Insurance requirement and reasoning for its this requirement to be waived included in the Forms Section of our response. Please see our program pricing with and without this type of coverage.

### **PRICING WITH PROFESSIONAL LIABILITY INSURANCE**

- **2023/2024 (without summer school) - \$444,526.00** (Four Hundred Forty-four Thousand, Five Hundred Twenty-six Dollars)
- **2023/2024 (WITH summer school) - \$452,808.00** (Four Hundred Fifty-two Thousand, Eight Hundred Eight Dollars)

### **PRICING WITHOUT PROFESSIONAL LIABILITY INSURANCE**

- **2023/2024 (without summer school) - \$320,277.00** (Three Hundred Twenty Thousand Two Hundred Seventy-seven Dollars.
- **2023/2024 (WITH summer school) - \$328,569.00** (Three Hundred Twenty-eight Thousand Five Hundred Sixty-nine Dollars.



## ALL CITY MANAGEMENT SERVICES

### **Proposed Hourly Rate** **with Professional Liability** **WITHOUT summer school**

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Costa Mesa, CA** Crossing Guard Program.

**Proposed Hourly Rate:** Forty-two Dollars and Thirty-six Cents (**\$42.36**) per hour, per guard. This pricing is based upon 18 crossing guards compensated an average of 3.0 hours per day, 1 crossing guard compensated an average of 4.3 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 10,494 hours, we project a **Not to Exceed price of \$444,526 annually.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Costa Mesa** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

### ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: [www.thecrossingguardcompany.com](http://www.thecrossingguardcompany.com)

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell: [baron@thecrossingguardcompany.com](mailto:baron@thecrossingguardcompany.com)

Vice President of Operations: Patricia Pohl: [pat@thecrossingguardcompany.com](mailto:pat@thecrossingguardcompany.com)

Director of Marketing: Harlan Sims: [harlan@thecrossingguardcompany.com](mailto:harlan@thecrossingguardcompany.com)

Comptroller: John Varner: [jvarner@thecrossingguardcompany.com](mailto:jvarner@thecrossingguardcompany.com)

This pricing is valid for a period of 90 days.



## ALL CITY MANAGEMENT SERVICES

### **Proposed Hourly Rate** **WITH Professional Liability** **WITH Summer School**

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Costa Mesa, CA** Crossing Guard Program.

**Proposed Hourly Rate:** Forty-one Dollars and Ninety-five Cents (**\$41.95**) per hour, per guard. This pricing is based upon 18 crossing guards compensated an average of 3.0 hours per day and 1 crossing guard compensated an average of 4.3 hours per day, for 180 school days annually. This pricing includes 5 crossing guards compensated an average of 3.0 hours per day for 20 summer school days. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 10,794 hours, we project a **Not to Exceed price of \$452,808 annually.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Costa Mesa** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

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Director of Marketing: Harlan Sims:	<a href="mailto:harlan@thecrossingguardcompany.com">harlan@thecrossingguardcompany.com</a>
Comptroller: John Varner:	<a href="mailto:jvarner@thecrossingguardcompany.com">jvarner@thecrossingguardcompany.com</a>

This pricing is valid for a period of 90 days.



## ALL CITY MANAGEMENT SERVICES

### **Proposed Hourly Rate** **WITHOUT Professional Liability** **WITHOUT Summer School**

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Costa Mesa, CA** Crossing Guard Program.

**Proposed Hourly Rate:** Thirty Dollars and Fifty-two Cents (**\$30.52**) per hour, per guard. This pricing is based upon 18 crossing guards compensated an average of 3.0 hours per day and 1 crossing guard compensated an average of 4.3 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 10,494 hours, we project a **Not to Exceed price of \$320,277.00 annually.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Costa Mesa** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

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Comptroller: John Varner: [jvarner@thecrossingguardcompany.com](mailto:jvarner@thecrossingguardcompany.com)

This pricing is valid for a period of 90 days.





## ALL CITY MANAGEMENT SERVICES

### **Proposed Hourly Rate** **WITHOUT Professional Liability** **WITH Summer School**

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Costa Mesa, CA** Crossing Guard Program.

**Proposed Hourly Rate:** Thirty Dollars and Forty-four Cents (**\$30.44**) per hour, per guard. This pricing is based upon 18 crossing guards compensated an average of 3.0 hours per day and 1 crossing guard compensated an average of 4.3 hours per day, for 180 school days annually. This pricing includes 5 crossing guards compensated an average of 3.0 hours per day for 20 summer school days. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 10,794 hours, we project a **Not to Exceed price of \$328,569 annually.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Costa Mesa** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

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This pricing is valid for a period of 90 days.