

CITY OF EAST PALO ALTO



Request for Proposals **UNARMED SECURITY SERVICES FOR CITY FACILITIES & EVENTS**

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10/23/24



Welcome to



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1. Introduction

City of East Palo Alto (“City”) invites proposals from qualified firms to propose unarmed Security Services operation at the Senior Center, City-Owned Facilities, and City-Operated Events with patrol schedules for unarmed uniformed personnel. The schedules are flexible, dependent on funding and security needs, and will be determined through collaboration between the City and the proposer. Patrol activities, including foot and vehicle patrols and video surveillance, will primarily focus on facility entry points and parking areas, totaling up to 30 hours per week.

The management and operations of the Senior Center are led by East Palo Alto Senior Center Incorporated, a 501c3 non-profit; however the Security Services will report to the City of East Palo Alto Community Services division.

a. City General Information and Governance

The following sections provide general information regarding the City governance structure and financial reporting requirements:

The City of East Palo Alto, incorporated in 1983, is the newest city in San Mateo County with a population of approximately 28,850 people. East Palo Alto is one of California’s most vibrant and diverse communities, in the San Francisco Peninsula and nestled within the heart of Silicon Valley. East Palo Alto is centrally located to international travel and is a central location to major neighboring tech companies and employers. Priding itself on its unique and multi-cultural community, East Palo Alto represents youthful, diverse, and hard-working individuals. The City has long believed in supporting its elder population through facilities like the East Palo Alto Senior Center.

The City of East Palo Alto operates under a Council/Manager form of government. Its mission is to provide responsive, respectful, and efficient public services to enhance the quality of life and safety for its multi-cultural community. The City fiscal year begins on July 1 and ends on June 30. City Hall is at 2415 University Avenue, East Palo Alto, CA 94303.

The East Palo Alto Senior Center, located at 560 Bell Street, East Palo Alto, CA 94303, is a community facility designed to serve the needs of senior citizens in the city of East Palo Alto, California. It typically provides a wide range of services and programs tailored to the elderly population. These services often include social activities, health and wellness programs, educational workshops, recreational activities, and meal services. The center serves as a hub for seniors to socialize, access resources, and engage in activities that promote their well-being and quality of life. It may also offer transportation services and support for various needs of senior residents in the East Palo Alto community.

2. Scope of Work

Proposer must be able to provide, **on call, as needed** Security Services. There will be an estimated 20 hours minimum with a maximum of 60 hours weekly, notwithstanding holidays or scheduled closures. The term of the agreement should be for January 1, 2025 through December 31, 2027 with each proposed annual cost listed separately (2025, 2026, 2027). The Vendor and City shall have the right to review and propose agreement changes no later than 120 days prior to the start of each calendar year.

Should the contract be awarded, for each service, the location of guard tour patrols and frequency of patrols will be agreed upon by the proposer and City.

The City requires:

1. The following operational standards from assigned security personnel.
 - a. Provide a high visibility representative of the assigned facility for patrons and visitors.
 - b. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately.
 - c. Provide information as directed to employees, the public, and visitors of assigned facilities.
 - d. Deter loss, damage, or misuse of the property.
 - e. Assist fire department, medical services, and police agencies as necessary.
 - f. Uniforms must at all times be clean, pressed, without holes, and otherwise professional in appearance.
 - g. Provide a daily log noting exceptional events and observations.
 - h. Operate the closed-circuit television system and maintain its records as required by the City's records retention policies.
 - i. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing on City property.
2. Deliverables including Copies of guard tour logs and daily post logs bi-weekly to the City's Community Services Manager, and at any time upon demand.

Proposer must provide the following:

1. Verification that they can meet the City requirements for personnel listed above.
2. The schedule process and lead time required to provide a requested service.
3. The method through which they will demonstrate adequate supervision for all assigned security persons.
4. Examples of training materials, post orders, policies and procedures created or used by your company.

5. Recommendations for the professional development and training of officers assigned to this project.
6. The detail in how they would fill the following proposed sample weekly schedule.
 - a. An overnight patrol of one assigned security person shall perform a site inspection six days per week between the hours of 12:00am and 4:00am with a full inspection of the perimeter of the Senior Center.
 - b. A day shift patrol (Monday through Friday) of one assigned unarmed security persons at the Senior Center from 8:30AM to 4:30PM five days per week with an unpaid 30-minute meal break.
 - c. An on-call day shift patrol (Friday through Sunday) of one to two assigned security persons at City-owned facilities from 2:00PM to 11:00PM with unpaid 30-minute meal break.
7. Verification of the following elements of proposer's equipment and uniform appearance.
 - a. Badges / Insignia, which are required
 - i. The design of the badge or insignia shall not be an imitation of, resemble, or be readily mistaken as a badge or insignia of local, County, State, or federal law enforcement officers.
 - ii. The badge or insignia must comply with the provisions of the California Business and Professions Code.
 - iii. The proposer must further agree to allow the East Palo Alto Chief of Police or designee to review the proposer badges and insignia and prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person.
 - iv. Provide a detailed photograph of the badge or insignia.
 - b. Uniforms
 - i. No assigned security person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, County, State, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
 - ii. Shirt colors specifically prohibited are black, dark blue, navy blue, or a similar color or hue.
 - iii. When an assigned security person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "Private Security" and will include the name of the private patrol company by which the person is employed or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "Private Security".
 - iv. The proposer must further agree to allow the East Palo Alto Chief of Police or designee to review any special uniform blazer apparel for a patrol person or

uniformed in-house security guard working a fixed post at a specific location, e.g. City owned event space and not assigned to a foot or vehicle patrol assignment. The uniform blazer typically consists of a light weight, single-breasted jacket with the insignia or uniform patch affixed over the breast pocket.

v. Provide a detailed photograph of the uniform.

c. Vehicles

i. Security operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.

ii. The security operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.

iii. Any vehicle used for private patrol must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.

iv. Any required vehicle lettering pursuant to this section shall:

(1) Consist of a standard sans-serif font with characters no smaller than two inches in height.

(2) Be in a high contrast color with the background color where affixed.

v. Provide a detailed photograph of all vehicles.

3. Proposal & Project Timeline and Contacts

a. Key Dates

RFP Issued	October 23, 2024
Request for Clarifications Due	November 6, 2024
Proposal Submittal Deadline and Formal Opening Bid Opening Zoom Link: https://bit.ly/4dSCNc0	November 20, 2024 4pm
Interviews with City Staff	December 4, 2024
Contract awarded by City Council	December 17, 2024

b. Contacts

Inquiries concerning the RFP must be received by email and should be addressed to:

Maurice Baker, Community Services Manager, mbaker@cityofepa.org

Proposals (excluding cost proposal) must be submitted via email to Maurice Baker, Community Services Manager, mbaker@cityofepa.org.

Cost proposals must be delivered, in hard copy, in person or by mail to the City to:

City of East Palo Alto
Office of the City Clerk – BID Security Services
James Colin, City Clerk
2415 University Avenue, 2nd FL
East Palo Alto, CA 94303

Submissions must be received, in full, by the City at or before the stated time will to be considered.

4. Proposal Guidelines

a. General Guidelines

Failure to comply with the requirements set forth in this RFP may result in disqualification. To be accepted, proposals and/or modifications must be received at the hour and date specified above. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. No handwritten notations or corrections will be allowed. The responding Consultant is solely responsible for all costs related to preparing the proposal.

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities in any proposal. Acceptance of any proposal submitted under this RFP shall not make up any implied intent to enter a contract.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer. 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.

b. Proposal Sections

The following proposal sections are to be included in the Proposer's response:

Sections I – III are to be submitted in a single file emailed to the Greg Henry while Item IV must be submitted physically to the City Clerk by mail or hand delivered. All sections must be submitted via the proper procedure by the time of the Formal Opening.

I. Letter of Transmittal

A signed letter of transmittal briefly stating the firm's understanding of the work to be completed, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer. List all subcontractors, if any.

II. Technical

The Technical Proposal shall address all points outlined in the request for proposals (excluding any cost information, which should only be included in a separate Cost Proposal). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this request for proposals. While additional data may be presented, the following subjects must be included and shall represent the criteria against which the proposal will be evaluated:

- A. Firm Qualifications and Experience - The Proposer shall state the size of the firm, range of service performed by the local office, and the number and nature of the professional staff to be employed in this engagement. Proposer **must** be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services and provide evidence of such as well as current PPO number, and any previous names and PPO numbers the company has done business under in the past.
- B. Staff Qualifications and Experience - Identify the principal supervisory and management staff and include all staff who may be assigned to this engagement. Please include resumes of the principal supervisory and management staff. Preference will be given to proposers with significant percentages of security personnel who are bilingual (English and Spanish). Please provide the firm's current percentage.
- C. Similar Engagements with Other Entities - List the most significant engagements (maximum - 5) performed in the last three (3) years that are similar to the engagement described in this request for proposals. These engagements should be ranked based on total staff hours.
- D. References - Provide a list of not less than three (3) client references for whom services like those outlined in the RFP are currently being provided. For each reference listed provide the name of the organization, dates for which the service(s)

are being provided, type of service(s) being provided and the name, title, address, telephone number, and e-mail address of the responsible person within the reference's organization. The City reserves the right to contact the listed references. References can include those entities listed in the similar engagement section.

E. Local Office – The City requires that there be a local office within 25 miles East Palo Alto.

III. Proposed Changes to Contract Template

The proposal should include requested changes (if any) to the standard City professional services contract.

IV. Fee Proposal and Cost Estimates

The fee proposal shall be separately submitted, physically, and contain all pricing information relative to performing the scope of services as described in this RFP.

The cost proposal should contain all pricing information relative to providing the services as described in this request for proposals. The hourly rate for all positions is to contain all direct and indirect costs including all out-of-pocket expenses. The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid.

- a. The first page of the sealed dollar cost proposal shall include the following information:
 - i. Name of Firm.
 - ii. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the City.
- b. Manner of Payment - Progress payment will be made based on hours of work completed and the position providing the service.

c. The cost proposal shall be submitted in following format:

i. Unarmed Security Services

Total Price:

ii. ESTIMATE OF COST BREAKDOWN

Positions	Hours	Hourly Rate
Total		

5. Selection Criteria and Evaluation Process

The project's core implementation team, comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed.

The final selection will be the firm which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The skill and ability of the entity performing the services is a key component of the selection criteria. Consultants will be objectively evaluated based on their responses to the project scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City.

The City maintains the sole and exclusive right to evaluate the merits of the proposals received. The City will consider the ability, capacity, skill, character, integrity, reputation, judgment, and expertise in the award of the project. Cost will be one of the factors in determining the selection, and as such, the contract might not be awarded to the lowest Proposer.

The City will undertake the following evaluation process:

- The City will review and evaluate all submitted documents received in response to the RFP.
- After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to select a proposal without conducting interviews.
- If a commitment is made, it will be to the most qualified with whom City is able to successfully negotiate the compensation and terms and conditions of all agreements.
- Once a contractor is selected, staff will make a recommendation to the City Council. Final selection of a Contractor and authority to proceed with these services shall be at the sole discretion of the City Council.

If selected, Contractor will be required to provide following to the East Palo Alto Police Department for permitting process:

- Copy of your City of East Palo Alto Business License

- Copy of your State of California Private Patrol Operator's License
- Proof of required Insurance/Liability Bond
- A 24-hour emergency contact for the owner, corporate officer and/or manager of the company
- Valid vehicle registration on all proposed security vehicles
- Photos of uniform, patch, badge and vehicles for conformity (these items cannot conflict with local law enforcement)
- A list of all contract locations in East Palo Alto
- A list of all guards, including photocopies of their:
 - State Guard Card o California Driver's License
 - Identification Cards o Emergency Contact Information

The Attachment is the City's standard consulting services agreement. Consultants interested in proposing on this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. If the City is unable to negotiate a satisfactory agreement, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may then commence negotiations with the next most qualified firm in sequence, until a firm is selected, or a determination is made to reject all submittals.

6. General Conditions

Consultants are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Contractor represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Contractor has conducted such additional investigation as it deems necessary and convenient, that Contractor is capable of providing the services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFP, and that Contractor has reviewed and inspected all materials submitted in response to this RFP. Once the contractor has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be caused to alter the contract or for Contractor to request additional compensation.

a. Non-Discrimination Requirement

By submitting a proposal, the Contractor represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition and will comply with the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

Contractor and its subsidiaries shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. Contractor agrees to abide by the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

b. Indemnification

Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

c. Insurance

1. Commercial General Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence. Contractor shall provide the City with certificates of insurance and copies of additional insured and primary coverage endorsements evidencing the insurance coverage required by this Agreement.
2. Automobile Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and One Million Dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage. Contractor shall provide the City with certificates of insurance and copies of additional insured and primary coverage endorsements evidencing the insurance coverage required by this Agreement.
3. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".
4. Professional Liability Insurance: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. Said

professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

5. Broader Insurance Coverage: If Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
6. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors, and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
7. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
8. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). All certificates and endorsements are to be received and approved by the City Attorney's Office at least five days before Contractor commences work to be performed pursuant to the agreement.

d. Conditions of Proposal Acceptance

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to: waive any minor irregularities or informalities contained within an RFP, and/or reject any or all proposals received as a result of this request, and negotiate with any qualified contractor, or to cancel the RFP in part or whole. All proposals and material submitted will become the property of the City and will not be deemed confidential or proprietary. The

City reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interests of the City. The City and Contractor may agree to add additional areas to the contract (Attachment) by mutual agreement later. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

Attachment – Consulting Services Agreement

Provided in a separate file.