

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

PRIVATE SECURITY FOR CITY FACILITY RENTALS



DEPARTMENT OF POLICE SERVICES

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REQUEST FOR PROPOSALS (RFP)

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REQUEST FOR PROPOSALS (RFP)

PRIVATE SECURITY FOR CITY FACILITY RENTALS

The Santa Fe Springs Department of Police Services is requesting proposals from professional firms to provide on-site security at City facilities rented to the public.

1. **SERVICE DESCRIPTION**

The City of Santa Fe Springs Department of Police Services is requesting proposals from professional firms ("Provider") to provide on-site unarmed security guards at City facilities rented to the public. Submittals should reflect expertise in performing security services in the public and private sector, and state recent related experience. The provider selected will be expected to work with designated City representatives to tailor security personnel responsibilities to the City's needs.

Santa Fe Springs is located in southeast Los Angeles County, generally situated southwest of Whittier, east of Downey, west of La Mirada, and north of Norwalk. The City is approximately nine (9) square miles with a residential population of about 17,000 and a daytime population of approximately 90,000.

2. **TIMELINE TO SOLICIT RFP**

In support of the selection process, the following timeline has been established:

RFP EVENT	DATE/TIME
Request for Proposals Released	Friday, July 26, 2013
Deadline to Receive Proposals	Monday, August 26, 2013 at 1:00p.m.

The City of Santa Fe Springs reserves the right to modify any element of the timeline should that become necessary.

3. **SUBMISSION OF RFP**

To be considered, Request For Proposals must be received by the Department of Police Services, City of Santa Fe Springs, by 1:00 p.m. on Monday, August 26, 2013. Providers must submit three (3) copies of their proposals labeled "Private Security for City Facility Rentals" to:

Dino Torres, Director of Police Services
City of Santa Fe Springs
11576 Telegraph Road
Santa Fe Springs, CA 90670-3658

Request For Proposals and amendments to Request For Proposals received after the date and time specified above will not be accepted and will be returned

to the Provider unopened. The Request For Proposal can be downloaded from the SFS website.

4. DISSEMINATION OF RFP INFORMATION

Information will be posted and available for downloading on the SFS website which can be found at (<http://www.santafesprings.org/services/bids.asp>).

From time to time, SFS may issue responses to requests for clarifications, questions, comments, addenda to this RFP, or other material related to this solicitation. It is the responsibility of Providers to check the SFS website regularly during the solicitation period for updated information. **By submitting a proposal, Providers are deemed to have constructive knowledge and notice of all information on the website.**

In the event information cannot be downloaded from the SFS website, Providers should contact Angie Rodriguez, Administrative Clerk II, by fax at (562) 409-1854 or by email at arodriguez2@santafesprings.org to request copies of the information they are unable to obtain through the SFS website.

5. ADDENDA TO THE RFP

Any change(s) to the requirements of this RFP initiated by SFS will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. SFS will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Providers will be required to document that they are aware of all addenda issued by SFS in their proposal.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

a. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Dino Torres, Director of Police Services, who can be reached by email at dinotorres@santafesprings.org. Questions regarding this RFP must be received by 1:00 p.m. on August 26, 2013.

b. Clarifications of the RFP

Providers submitting an RFP are encouraged to promptly notify SFS of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Provider require clarifications to this RFP, the Provider shall notify SFS in writing in accordance with Subsection "a" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued and posted on the SFS website at (<http://www.santafesprings.org/services/bids.asp>).

7. COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. SFS shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Provider who elects to submit a proposal in response to this RFP

or by any Provider that is selected. Pre-contractual expenses are defined as expenses incurred by Providers and the selected Provider, if any, in:

- Preparing a Proposal and related information in response to this RFP;
- Submitting a Proposal to SFS;
- Negotiations with SFS on any matter related to this RFP;
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a Provider prior to the date of award, if any, of an agreement, and formal notice to proceed.

SFS will afford only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Provider.

8. CONFLICT OF INTEREST

Providers are advised that SFS intends to award a contract for “Private Security for City Facility Rentals” through a process of full and open competition. By responding to this RFP, each Provider represents to the best of its knowledge that:

- Neither Provider, nor any of its affiliates, proposed subconsultants, and associated staff, have communicated with any member of the Santa Fe Springs Department of Police Services Authority since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP;
- Neither Provider, nor any of its affiliates, proposed subconsultants and associated staff, has obtained or used any information regarding this RFP and the proposed “Private Security for City Facility Rentals” that has not been generally available to all Providers, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with SFS.
- Neither Provider, nor any of its affiliates, proposed subconsultants, or associated staff, have any financial interest in any property that will be affected by the services provided.
- Neither Provider, nor any of its affiliates, proposed subconsultants, or associated staff, have a personal relationship with any member of the governing body, officer or employee of the Santa Fe Springs Department of Police Services who exercises any functions or responsibilities in connection with the services provided.

9. SCOPE OF SERVICES

The City of Santa Fe Springs avails many of its facilities for rent to the public for different types of occasions such as, weddings, birthdays, business functions, and other celebratory events on a consistent basis. These facilities vary in design and capacity and are located at different sites throughout the community in close proximity to each other. On occasion, multiple facility rentals occur on the same date and time. When alcohol consumption is part of the permit, the presence of an unarmed security guard is mandatory.

It is necessary for the provider and all personnel assigned to the contract, including the unarmed security guards, to have all the proper insurance coverage as dictated by the State of California for this type of service. It is also essential that the chosen security provider have the resources and ability to provide multiple on-site professional and qualified unarmed security guards to enforce the guidelines set forth by the City.

The ability for on-site unarmed security guards to actively and cooperatively work with City and public safety personnel is imperative. The City of Santa Fe Springs prides itself on providing the public with professional and courteous service and expects the same from all of its contractors.

10. DELIVERABLES

- Three (3) copies of the proposal.

11. COST OF SERVICES

The Provider's submittal shall comply with the following requirements:

- a. Proposals shall include, but not be limited to, the name of the designated contract manager, and the name of the company representative empowered to sign contracts on behalf of the firm. Basic hourly rates for specific personnel to be used for this service. Personnel hourly rates will reflect all costs for office overhead, if any, including direct and indirect costs. In addition, the proposal shall reflect all anticipated fee increases during the contract duration.

12. BASIS FOR AWARD OF CONTRACT

SFS intends to select the Provider on the basis of fair and competitive negotiations, demonstrated competence and professional qualifications in accordance with applicable State and Federal regulations. To that end, the contract is to be awarded to the Provider whose proposal best meets the requirements of the RFP as determined by SFS.

13. NEGOTIATIONS AND AWARD OF CONTRACT

Negotiations regarding a fair and reasonable price will begin after selection of the preferred Provider has been approved by the Director of Police Services. Should

SFS be unable to obtain a fair and reasonable price through negotiations with the highest qualified Provider, SFS shall enter into negotiations with the next highest qualified Provider and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, SFS shall enter into negotiations with the next highest qualified Provider in sequence until an agreement is reached.

14. CONTRACT TERM

The initial term of the agreement shall be for one (1) year. The contract may be renewed contingent upon satisfactory performance of the Provider and mutual agreement of both the City of Santa Fe Springs and Provider on an annual basis following the one year award period with City Council approval. The contract may be terminated at any time upon 30 day notice.

15. REQUIRED FORMAT FOR THE RFP

SFS is requiring all proposals submitted in response to this RFP to follow a specific format. The proposal, including the appendices, shall not exceed ten (10) pages in length, utilizing 8.5" x 11" pages with one-inch margins. As an exception, 11" x 17" pages may be used to display organizational charts. Font size shall not be smaller than 12 point for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Providers are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The written proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content.

a. Letter of Offer. The Letter of Offer shall be addressed to Dino Torres, Director of Police Services, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of Provider, including name, address, and telephone number;
- Name, title, address, e-mail, and telephone number of contact person;
- A statement to the effect that the Proposal shall remain valid for a period of not less than 180 calendar days from the date of submittal; and
- Signature of a person authorized to bind the Provider to the terms of the Proposal.

b. Cover Letter/Executive Summary. The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total page

count for the proposal. One copy of the Proposal (Cover Letter) shall be signed by a duly authorized official of the prime service provider's firm. The cover letter shall, at a minimum, contain the following:

- Identification of the person within the Provider's firm that has the authority to negotiate with SFS and to execute on behalf of the Provider any agreement that may result from such negotiations. Identification shall include legal name of the company, corporate address, telephone and fax number. Include name, title, address, telephone number and email address of the individual who will be responsible for any negotiations with SFS and any contact person for Provider during the period of proposal evaluation.
- Acknowledgement that Provider is obligated by all addenda to this RFP.
- A statement that the proposal submitted shall remain valid for one hundred eighty (180) days from the submittal deadline.
- Signature of a person authorized to bind Provider to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

c. **Qualifications of the Firm.** This section of the Proposal shall explain the ability of the Provider to satisfactorily perform the required service. More specifically, in this section, the Proposer shall:

- Provide a profile of the Provider including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of Provider's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars (\$25,000) for or against the firm; planned office closures or mergers that may impede Provider's ability to provide the services requested.)
- Provide information on the strength and stability of the Provider; current staffing capability and availability; current work load; and proven record of meeting a client's needs on similar types of contract services.

d. **Assigned Representatives.** The City will assign a responsible representative to administer the contract, and to assist the Provider in obtaining information. The Provider also shall assign a responsible

representative (service Provider's manager) and an alternate, who shall be identified in the proposal. The Provider's representative will remain in responsible charge of the Provider's duties through the contract duration. If the Provider's primary representative should be unable to continue with the Provider's services, then the alternate representative identified in the proposal shall become the service Provider's manager. The City's representative shall first approve any substitution of representatives identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff substitutions or removals, and may consider such changes not approved to be a breach of contract.

- e. **Work Approach.** This section of the proposal shall include a narrative that addresses the Scope of Services and demonstrates that Provider understands the scope of the services required. More specifically, the Proposal should include the following:
- Provider's general approach for completing the type of work specified in the Scope of Services. The work approach shall be of sufficient detail to demonstrate Provider's ability to accomplish the services required.
 - The methods Provider will use to ensure quality control throughout the contract period.
 - A description of any special issues or problems that are likely to be encountered for a service of this type and the approach Provider would use to address them.
- f. **Client References.** List your (5) most recent similar clients (including name, address, contact person, phone number, start and end dates of service, client contract manager name, phone number, and e-mail address). The City is most interested in government and California clients and may randomly select agencies to contact from your list as part of the evaluation process.
- g. **Appendices.** This part shall include brief resumes of proposed contract management staff. Provider information and general marketing materials will not be considered in the ranking of the Proposals.
- h. **Rights to Materials.** All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Provider that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of the City.
- i. **Fees.** A fee schedule as described in section 11 – COST OF SERVICES.

16. PROPOSAL EVALUATION PROCESS AND CRITERIA

All proposals will be evaluated based on the qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarifications and/or additional information from any proposer may be requested at any point in the evaluation process. Pricing will be an important criterion; however, the City reserves the right to select a firm that presents the best qualifications, but not necessarily at the lowest price. Criteria for the evaluation of the proposals may include but is not limited to the following:

- a. Completeness of proposal;
- b. Provider and key assigned contract team member's experience in performing similar work;
- c. Quality of work previously performed by the Provider as verified by reference checks;
- d. Relevant experience;
- e. Verification that Provider can meet the scope of contract requirements; and
- f. Pricing.

The final selection will be the provider 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 City maintains the sole and exclusive right to evaluate the merits of the proposals received. The City also reserves the right to reject any and all proposals, and accept or reject all or any proposal, as well as re-issue or modify the RFP.

The Provider should have available the contract manager and key personnel to discuss the following:

- a. The major elements of the proposal and be prepared to answer questions clarifying their proposal.
- b. A description of previously related experience for key contract team member(s).
- c. The proposed personnel resources.

17. EXCEPTIONS OR ADDITIONS

The proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the proposer's submittal is contingent and which shall take precedence over this RFP.

18. INSURANCE REQUIREMENTS

Prior to the start of contract negotiations, the highest qualified Provider will be required to submit to SFS the required insurance certificates for the Provider and its team. Insurance certificates will also be required, in advance, for any Provider subsequently identified for negotiations with SFS. The Provider selected will be required to maintain the following levels of insurance coverage for the duration of the contract:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than \$1,000,000 per accident.
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence.
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

19. RIGHTS OF THE CITY

SFS reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the Scope of Service; to modify SFS obligations or selection criteria; or take other actions needed to meet SFS' goals. In addition, SFS reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to omit or add to the pre-defined Service.
- The right to request or obtain additional information about any and all proposals.
- The right to conduct a background check of any Provider. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential candidate.
- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a proposal.

- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of SFS decisions and the schedule for presentations.
- The right to disqualify any potential candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to SFS.
- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential candidate and to negotiate with other potential candidates who are deemed qualified.
- Although cost is an important factor in deciding which proposal will be selected, it is only one of the criteria used to evaluate providers. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.
- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations for the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

This RFP is not a contract or commitment of any kind by SFS, it does not commit SFS to enter into negotiations with any Provider and SFS makes no representations that any contract will be awarded to any Provider that responds to this RFP. Proposals received by SFS are public information and will be made available to any person upon request after SFS has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Should a contract be subsequently entered into between SFS and Provider, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The successful Provider shall secure a SFS business license through the City's Finance and Administrative Services Department at the time the contract is awarded.

Waiver of Proposals

Proposals may be withdrawn by submitting written notice to the SFS Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of SFS.

20. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Provider acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the Provider believes any information submitted

should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded and a contract is awarded.

21. DISCLAIMERS

This RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.