



**CITY OF SALINAS  
PURCHASING DIVISION  
200 LINCOLN STREET  
SALINAS, CA 93901  
(831) 758-7371**

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# **REQUEST FOR PROPOSALS**

**Citywide Service Agreements to  
Provide Uniformed Security Guard Services**

**Proposals are due by 3:00 pm (PST) on July 21, 2017**

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## **SOLICITATION DETAILS SECTION**

## 1.0 INTENT

- 1.1 It is the intent of this Request for Proposals (RFP) to solicit proposals from qualified CONTRACTOR(s) to provide the City of Salinas with Unarmed Uniformed Security Guard Services, who are in full compliance and duly current with state and federal requirements. The agreement(s) will be part of a City-wide Service Agreement with multiple awards.
- 1.2 It is the intent of this RFP to solicit proposals from qualified CONTRACTOR(s) to provide the Salinas City Center (SCC) and other Salinas non-profit organizations with Unarmed Uniformed Security Guard Services. The SCC and other Salinas non-profit organizations at their sole discretion may choose to enter into a similar agreement with the Contractor as proposed in this RFP. The same terms, conditions, and rates and fees proposed by the CONTRACTOR to the City will be extended to the SCC and other Salinas non-profit organizations.
- 1.3 This solicitation is not intended to create an exclusive service AGREEMENT. City retains the ability, at its sole discretion, to select multiple CONTRACTORS and add qualified CONTRACTORS after the signing of the AGREEMENT.

## 2.0 BACKGROUND

- 2.1 The City of Salinas is located on the Central Coast of California, approximately 106 miles south of San Francisco. Named for a nearby salt marsh, Salinas became the seat of Monterey County in 1872 and was incorporated in 1874. As the largest City in Monterey County, the City of Salinas boasts a population 156,600 persons. The City is approximately 23.22 square miles. Salinas and the Salinas Valley offer a unique combination of climate, natural resources and people. The Salinas Valley is known as "The Salad Bowl of the World" for its high quality production of lettuce, broccoli, mushrooms and strawberries, along with numerous other crops and related service industries.
- 2.2 Request for Proposals will establish a City-wide Service Agreement for the provision of Unarmed Uniformed Security Guard on an as needed basis, for various departments, agencies, and offices located throughout the City of Salinas. The City seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations and who are also capable of providing all labor, materials, tools, equipment and supervision, in the course of providing Uniformed Security Guard Services.
- 2.3 The homeless population within the City of Salinas continues to be a concern to the citizens in the City and the County, local governments, and private property and business owners. Many issues and concerns concentrate around frequent trespassing, littering and

loitering. Current Security Services and the Salinas Police Department respond to homeless disturbances involving mental illness and or other disabilities including substance abuse. It is the expectation of the selected security firm(s) to have a tested protocol for responding to calls for service that are respectful and sensitive to the rights of all people including those who appear to be or are homeless, and also the laws of the City as they may apply to public intoxication, loitering, sleeping or camping in the public-right-of-way. The selected security firms will have established communication links with the City police, County behavioral health, not-for profit service organizations and others supporting resources to help and support a security staff person's effort to de-escalate and assist a person with no home to live in, displaying erratic or unpredictable behavior in the public, and know how to best address situations that arise as a result of unsocial behavior.

- 2.4 Salinas City Center Improvement Association - In 2015, downtown property owners voted to form an improvement district and assess their properties. Early in 2016, the property owners formed a 501(c)3 public benefit corporation called Salinas City Center Improvement Association (SCCIA). SCCIA is now up and running, with a district manager and a full slate of volunteer committees working hard to implement the vision for a vibrant downtown. The Salinas City Center is made up of 130 property owners (which includes the City and County) that own 217 properties within the District.

### 3.0 CALENDAR OF EVENTS

- |   |                                       |
|---|---------------------------------------|
| 3.1 Issue RFP                           | June 26, 2017                         |
| 3.2 Deadline for Written Questions      | 3:00 p.m., PST, Monday, July 10, 2017 |
| 3.3 Proposal Submittal Deadline         | 3:00 p.m., PST, Friday, July 28, 2017 |
| 3.4 Estimated Notification of Selection | August 2017                           |
| 3.5 Estimated AGREEMENT Date            | August/Sept 2017                      |

*This schedule is subject to change as necessary.*

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a City of Salinas mailing, shall contact the person designated in the CITY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the City of their mailing information or by regularly checking the City's BID REQUEST (RFPS) web page at <https://www.cityofsalinas.org/our-city->

[services/finance/bid-requests-rfps](#) . Addenda will be posted on the website the day they are released.

## 4.0 CITY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the City                      **Brett J. Godown**  
   **Airport Manager**  
   30 Mortensen Ave.  
   Salinas, CA 93905  
   PHONE: (831) 758-7214  
   FAX: (831) 759-2518  
   Email: [brett.godown@ci.salinas.ca.us](mailto:brett.godown@ci.salinas.ca.us)

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR(s) shall not contact City officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 5.0 SCOPE OF WORK

5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

The SCOPE OF WORK includes, but is not limited to the following:

5.2 **SECURITY GUARD SERVICES GENERAL:**



- 5.2.1 Guards shall perform foot or bike patrols of city facilities unless otherwise arranged.
  - 5.2.2 Guards shall observe and report accidents, emergencies, property issues, or potential threats to City Staff immediately and have the ability to contact the Salinas Police Department as the situation warrants.
  - 5.2.3 Guards shall observe and report any damage to property or suspicious activity to City Staff or designated representatives.
  - 5.2.4 Guards are required to perform an annual site assessment report.
  - 5.2.5 Guards shall provide fire watch as needed.
  - 5.2.6 Guards shall respond to all activated panic and specific code alarms at each location.
  - 5.2.7 Each Facility will develop a comprehensive set of Patrol Orders to be followed by the Guards.
- 5.3 **HOURS:**
- 5.3.1 CONTRACTOR(s) shall define overtime pay start time and end time.
  - 5.3.2 CONTRACTOR(s) shall provide rates for differentials swing shift and graveyard.
- 5.4 **CONTRACTOR REQUIREMENTS:**
- 5.4.1 CONTRACTOR(s) shall provide City departments, which are contracting for Uniformed Guard Security Services, with the following:
    - 5.4.1.1 Training programs for staff on an annual basis.
    - 5.4.1.2 Site assessment reports annually.
    - 5.4.1.3 Daily updated activity/incident log reports to the requesting department's designated contact.
  - 5.4.2 Unarmed Security Guards services shall be provided in accordance with sections 11105, 12002, and 12033 of the California Penal Code and sections 7583.5 and 7583.12 of the California Business and Professions Code.
  - 5.4.3 CONTRACTOR(s) security guards shall be capable of performing duties independently, receiving general operational direction, and should not require ongoing supervision by the City.
  - 5.4.4 CONTRACTOR(s) security guards providing services under this Agreement are subject to federal and state laws, regulations, and rules pertaining to the confidentiality of information contained in department files and automated records. CONTRACTOR(s) employees will receive training about confidentiality and any conflicts of interest matters, the training will be conducted by the City.

- 5.4.4.1 Breach of confidentiality and/or conflict of interest laws, regulations, or rules by an assigned security guard shall be grounds for replacement of that guard, who may also face possible civil and/or criminal action.
- 5.4.5 City has the right to decline the services of a security guard at any time without cause and, CONTRACTOR(s) shall replace the guard in question within two (2) hours of receiving an oral request from the City.
  - 5.4.5.1 City agrees to provide a follow up written record stating the cause leading to the refusal of the security guard service within fifteen (15) days from the time of an incident.
  - 5.4.5.2 CONTRACTOR(s) agrees that the replacement guard shall complete the unfinished assignment shift of the original assigned guard at no additional cost to the City.
- 5.4.6 As requested by City, CONTRACTOR(s) shall require its key security guards and management staff to attend security and safety related meetings conducted by City at no additional cost to the City.
- 5.4.7 CONTRACTOR(s) agrees to provide the City with a primary contact person for the general administration of this Agreement.
  - 5.4.7.1 The primary contact person should be available by phone to respond to service request calls made by the City on a 24/7, 365 days per year basis.
- 5.4.8 CONTRACTOR(s) shall ensure that security guards present a neat & business-like appearance.
  - 5.4.8.1 The security guards must conduct themselves with courteous professionalism at all times.
  - 5.4.8.2 If any license, permit, or approval is necessary from any agency whatsoever for the service or work to be performed pursuant to the terms and conditions of this Agreement, CONTRACTOR(s) will obtain such approvals at its own expense prior to commencement of said work or service under this Agreement.
- 5.4.9 Upon receiving Notice of Award, CONTRACTOR(s) shall provide the City with a list of security guards who will be assigned to provide services.
  - 5.4.9.1 For each security guard listed CONTRACTOR(s) shall provide the following information:
    - 5.4.9.1.1 Security guard's full name;
    - 5.4.9.1.2 Security guard's date of birth;
    - 5.4.9.1.3 CA State Bureau of Security Guard license number;
    - 5.4.9.1.4 Security guard's home address, both current address and addresses from the previous three (3) years.
- 5.4.10 CONTRACTOR(s) shall update the City list of security guards as personnel changes are made.

## 5.5 SCOPE OF WORK FACILITES

Location: Parking Lots 1, 2, 3, 5, 8, 10, 12, 15, 16, 17, 18, & Intermodal Transit Center (I.T.C.)  
Address: Multiple  
Hours Requesting Guard Services: 8:00am – 4:00pm  
Services Requested: Random Patrols 8:00am – 4:00pm with a maximum of four (4) patrols a day

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Location: Monterey Street Garage  
Address: 20 E. Market Street  
Hours Requesting Guard Services: 24 hours a day, seven days a week  
Services Requested: Random Patrols once an hour every day, seven days a week. Continuous Patrol 9:00pm-2:00am Friday-Saturday, Secure/lockdown and open facility seven (7) days a week.

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Location: Salinas Street Garage (Permit Center)  
Address: 342 Salinas Street  
Hours Requesting Guard Services: 6:00pm-7:00am  
Services Requested: Random Patrols once an hour.

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Location: Salinas Permit Center  
Address: 65 West Alisal  
Hours Requesting Guard Services:

|           |               |               |
|-----------|---------------|---------------|
| Monday    | 7:30am-8:30am | 5:00pm-6:00pm |
| Tuesday   | 7:30am-8:30am | 5:00pm-6:00pm |
| Wednesday | 7:30am-8:30am | 5:00pm-6:00pm |
| Thursday  | 7:30am-8:30am | 5:00pm-6:00pm |
| Friday    | 7:30am-8:30am | 5:00pm-6:00pm |

Services Requested: Continuous Patrol throughout morning and evening hours (7:30am-8:30am and 5:00pm-6:00pm) with three (3) random patrols between 9:00am – 4:30pm Monday-Friday. Patrols should extend to the abutting parking Salinas Street Parking Garage.

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Location: Steinbeck Library  
Address: 350 Lincoln Ave  
Hours Requesting Guard Services:

|           |                |
|-----------|----------------|
| Monday    | 10:00am-6:00pm |
| Tuesday   | 12:00pm-8:15pm |
| Wednesday | 11:30am-6:00pm |
| Thursday  | 12:00pm-8:15pm |

Friday 10:00am-6:00pm  
Saturday 10:00am-6:00pm  
Sunday 1:00pm-6:00pm

Services Requested: Continuous Patrol throughout operating hours. Current request: 75% of patrol time is devoted to interior/in-facility patrols, 25% of patrol time is devoted to exterior and parking lot patrol.

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Location: El Gabilan Library  
Address: 1400 North Main Street

Hours Requesting Guard Services:  
Monday 10:00am-6:00pm  
Tuesday 12:00pm-8:15pm  
Wednesday 11:30am-6:00pm  
Thursday 12:00pm-8:15pm  
Friday 10:00am-6:00pm  
Saturday 10:00am-6:00pm  
Sunday 1:00pm-6:00pm

Services Requested: Continuous Patrol throughout operating hours. Current request: 75% of patrol time is devoted to interior/in-facility patrols, 25% of patrol time is devoted to exterior and parking lot patrol.

The El Gabilan Library will undergo reconstruction in March 2018. Full services will be required through March 2018. It is expected in during the construction phase, services will be reduced. Following the completion of construction, it is expected services will be reinstated.

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Location: Salinas Recreation Center  
Address: 320 Lincoln Ave  
Hours Requesting Guard Services: 8:00am – 8:00pm Monday - Friday  
Services Requested: Outside Random Patrols once an hour.

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Location: City Maintenance Services Yard  
Address: 426 Work Street  
Hours Requesting Guard Services: Sunset - Sunrise  
Services Requested: Two (2) Random Patrols per Night.

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Location: Salinas Municipal Airport  
Address: 30 Mortensen Street  
Hours Requesting Guard Services: Sunset - Sunrise  
Services Requested: Three (3) Random Patrols per Night.

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Location: Sherwood Hall  
Address: 940 N. Main Street  
Hours Requesting Guard Services: Event Security Services, various  
Services Requested: Services requested will vary and are event dependent. Specific work detail will be specified on individual event basis. Typical events include: music performances and recitals, seminars, conferences, graduations, community meetings, etc.

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Location: Salinas City Center Improvement Association (Down Town Area)  
Address: 201 Calle Del Oaks, Suite D, Del Rey Oaks, CA  
Hours Requesting Guard Services:  
Monday 6:00am-8:00pm  
Tuesday 6:00am-8:00pm  
Wednesday 6:00am-8:00pm  
Thursday 6:00am-8:00pm  
Friday 6:00am-12:00am  
Saturday 6:00am-12:00am  
Services Requested: Continuous Patrol of the improvement district by TWO (2) security officers throughout operating hours.

## 7.0 CONTRACT TERM

- 7.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) optional one (1) year periods.
- 7.1.1 City is not required to state a reason if it elects not to renew.
- 7.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 7.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 7.3 The AGREEMENT shall contain a clause that provides that City reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

## 8.0 LICENSING/SECURITY REQUIREMENTS

- 8.1 CONTRACTOR shall ensure that all services, costs, and materials must, at least at a minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.

- 8.2 CONTRACTOR shall ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 8.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within City facilities that are deemed restricted or high security.
- 8.3.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to City prior to the personnel being allowed to work within such City facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by City. In some circumstances, a specific City department may request that City Police Department perform the background checks.

**9.0 PROPOSAL PACKAGE REQUIREMENTS**

9.1 CONTENT AND LAYOUT:

9.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

| <b><u>Proposal Package Layout;</u><br/>Organize and Number Sections as Follows:</b> |  |
|---|--|
| Section 1   | COVER LETTER (INCLUDING CONTACT INFO)              |
|   | SIGNATURE PAGE                                     |
|   | RECEIPT OF SIGNED ADDENDA (IF ANY)                 |
|   | TABLE OF CONTENTS                                  |
| Section 2   | PRE-QUALIFICATIONS/LICENSING REQUIREMENTS          |
| Section 3   | PROJECT EXPERIENCE AND REFERENCES                  |
| Section 4   | STATEMENT TO SERVICE ENTIRE CITY                   |
| Section 5   | LOCAL BUSINESS DECLARATION ( <b>Attachment B</b> ) |
| Section 6   | ENVIRONMENTALLY FRIENDLY PRACTICES                 |
| Section 7   | PRICING SCHEDULE ( <b>Attachment A</b> )           |
| Section 8   | EXCEPTIONS   |
| Section 9   | APPENDIX   |

**Section 1. Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding one page and should provide firm information and Contact information as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

**Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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### **Section 2. Pre-Qualifications/Licensing Requirements:**

**Pre-Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth in Section 8.0 herein.

### **Section 3. Project Experience & References:**

**Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

**Experience & References:** CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the City will conduct reference checks using this information.

**Violations:** CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2007 up to and including the present day.

### **Section 4. Statement to Service Entire City:**

Include a statement acknowledging your company is able to provide services to throughout the City at various facilities including: the Airport, Permit Center, Libraries, Recreational Facilities, Parking Garages, Parking Lots, Train Station, Sherwood Hall, and other City-owned Facilities.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

**Section 5. Statement to Service Salinas City Center District:**

Include a statement acknowledging your company is able to provide services to the Salinas City Center District (Downtown District) and other eligible non-profit groups based in the City of Salinas and that the same terms, conditions, and rates will be extended to those groups participating in this RFP.

**Section 6. Local Business Declaration:**

Any CONTRACTOR which qualifies and wishes to have 5% local preference applied is required to complete and submit with their proposal package the Local Business Declaration Form attached hereto. Only one form must be submitted with each proposal.

**Section 7. Pricing & Warranty:**

CONTRACTOR shall complete and submit pricing as per **Attachment A- Pricing Schedule** attached hereto.

**Section 8. Exceptions:**

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO THE CITY OF SALINAS SOLICITATION #” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the City to revise the terms of the RFP or AGREEMENT.

**Section 9. Appendix:**

**Appendices:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

9.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal



packages shall adhere to the following:

- 9.2.1 Four (4) sets of the proposal package (one original proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP Citywide Service Agreements to Provide Uniformed Security Guard Services”. In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by the CITY at its discretion.
- 9.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 9.2.3 Reproductions of the City of Salinas Seal shall not be used in any documents submitted in response to this solicitation.
- 9.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 9.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 9.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

## 10.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 10.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **RFP CITYWIDE SERVICE AGREEMENTS TO PROVIDE UNIFORMED SECURITY GUARD SERVICES AND CONTRACTORS COMPANY NAME.**

- 10.2 Mailing Address: Proposal packages shall be mailed to City at the mailing address indicated on the **Signature Page** of this solicitation.
- 10.3 Due Date: Proposal packages must be received by City ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 10.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 10.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. The City of Salinas, reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR's ability to perform the work adequately as specified.
- 10.6 Ownership: All submittals in response to this solicitation become the property of the City of Salinas. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 10.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 10.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

## 11.0 SELECTION CRITERIA

- 11.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the City to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- 11.2 The selection criteria includes, but are not limited to, the following:

- 11.2.1 CONTRACTOR(s) shall provide summary format of work history documentation on all assigned personnel including training, and other pertinent information prior to commencement of said work or service under this agreement.
- 11.2.2 CONTRACTOR(s) shall possess a minimum of five (5) years proven armed and/or unarmed security experience in order for their proposals to be considered.
- 11.2.3 CONTRACTOR(s) shall have a sustained industry reputation for customer service, resolving customer issues, and providing support as needed.
- 11.2.4 CONTRACTOR(s) shall provide at least three (3) references per **Attachment C** herein.
- 11.2.5 CONTRACTOR(s) shall provide the name and title of contact person described in section 5.4.7 herein and confirm this person’s ability to be available by phone 24/7, 365 days per year.
- 11.2.6 CONTRACTOR(s) shall provide cost for services per **Attachment A- Price Schedule**.
- 11.2.7 It is the expectation of the selected security firm(s) to have a tested protocol for responding to calls for service that are respectful and sensitive to the rights of all people including those who appear to be or are homeless, and also the laws of the City as they may apply to public intoxication, loitering, sleeping or camping in the public-right-of-way. The selected security firms will have established communication links with the City police, County behavioral health, not-for profit service organizations and others supporting resources to help and support a security staff person's effort to de-escalate and assist a person with no home to live in, displaying erratic or unpredictable behavior in the public, and know how to best address situations that arise as a result of the unsocial behavior.
- 11.2.8

| Criteria  | Weighted Score    |
|---|-------------------|
| Demonstrated a minimum of 5 years of experience       | 15 points         |
| Pricing   | 15 points         |
| Local vendor  | 5 points          |
| Minimum 3 references provided                         | 10 points         |
| Demonstrated capacity to fulfill scope of work        | 35 points         |
| Established Behavioral Health Protocol and Experience | 20 Points         |
| <b>Total points possible</b>                          | <b>100 points</b> |

11.3 AGREEMENT award(s) will not be based on cost alone.

11.4 To the extent of personnel and equipment to be provided under this agreement,

CONTRACTOR, if so requested, shall afford the City an opportunity to inspect CONTRACTOR's equipment prior to award of the agreement.

- 11.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the City, best serves the overall interest of the City.
- 11.6 The award made from this RFP may be subject to approval by the Salinas City Council.

## 12.0 PRICING

- 12.1 CONTRACTOR(s) will attach and submit a completed **Attachment A- Price Schedule** for the provision of services as outlined within this RFP.
- 12.2 CONTRACTOR prices stated in **Attachment A- Price Schedule** shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 12.3 Prior to the start of each project, the City department and CONTRACTOR(s) will mutually agree upon the budget for the project.
  - 12.3.1 City will provide a defined scope
  - 12.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 12.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 12.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
  - 12.5.1 the City Department receiving services,
  - 12.5.2 the purchase order number under which the invoice is to be charged,
  - 12.5.3 the services provided,
  - 12.5.4 the dates of services.
- 12.6 Proposals should include any early discounts and/or incentives offered.

## 13.0 PREFERENCE FOR LOCAL CONTRACTORS

- 13.1 **Local Preference Policy:** The City desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to the City. A *five percent (5%) preference* will be applied to the scoring evaluation for a firm that qualifies as a Local Vendor. Local Vendor is defined as:

- 13.1.1 Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the City of Salinas (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties; and
  - 13.1.2 Vendor employs at least one full time employee within the Area, or if the business has no employees, the business must be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the Area; and
  - 13.1.3 Vendor’s business must have been in existence, in Vendor’s name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the City; and
  - 13.1.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and
  - 13.1.5 If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three counties within the defined Area.
- 13.2 A firm seeking to be recognized as a Local Vendor for purposes of this procurement must complete ATTACHMENT B – Local Declaration Form of this RFP.

## 14.0 CONTRACT AWARDS

- 14.1 No Guaranteed Value: City does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 City Council: The award(s) made from this solicitation may be subject to approval by the Salinas City Council.
- 14.3 Interview: City reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR’s responsibility.
- 14.4 Incurred Costs: City is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 14.6 In City’s Best Interest: The award(s) resulting from this solicitation will be made to the

CONTRACTOR that submit(s) a response that, in the sole opinion of City, best serves the overall interest of City.

## **15.0 SEQUENTIAL CONTRACT NEGOTIATION**

- 15.1 City will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or is deemed the most qualified in the sole opinion of City, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either City or CONTRACTOR, City may pursue contract negotiations with the entity that submitted a Proposal which City deems to be the next best qualified to provide the services, or City may issue a new solicitation or take any other action which it deems to be in its best interest.

## **16.0 AGREEMENT TO TERMS AND CONDITIONS**

- 16.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with City for the provision of the requested service. The AGREEMENT shall be written by City in a standard format approved by City Council, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. City may but is not required to consider including language from the CONTRACTOR’s proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’s proposal.

## **17.0 COLLUSION**

- 17.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

## **18.0 RIGHTS TO PERTINENT MATERIALS**

- 18.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the City when received by the City and may be considered public information under

applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The City will not disclose proprietary information to the public, unless required by law; however, the City cannot guarantee that such information will be held confidential.

**19.0 PIGGYBACK CLAUSE**

19.1 CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: Yes No. CONTRACTOR’s response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and City shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

**SAMPLE AGREEMENT BETWEEN CITY OF SALINAS AND CONTRACTOR**

This AGREEMENT is made and entered into by and between the City of Salinas, a political subdivision of the State of California, hereinafter referred to as “City”, and \_\_\_\_\_, hereinafter referred to as “CONTRACTOR.”

WHEREAS, City has invited proposals through the Request for Proposals for agreement; and in accordance with the specifications set forth in this agreement; and,

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, City and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**S1.0 PERFORMANCE OF THE AGREEMENT**

S1.1 After consideration and evaluation of the CONTRACTOR’s proposal, the City hereby engages



CONTRACTOR to provide the services set forth in RFP # and in this AGREEMENT on the terms and conditions contained herein and in RFP # . The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix RFP #\_Addendum (or Addenda) #\_\_\_\_\_ RFP #\_\_\_\_\_ dated, including all attachments and exhibits CONTRACTOR's Proposal dated\_\_\_\_\_, Certificate of Insurance Additional Insured Endorsements

S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP # Addendum/Addenda #\_\_\_\_\_ RFP# \_\_\_\_\_ including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the City, or immediate family of an employee of the City.

S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

S1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **S2.0 SCOPE OF SERVICE**

The SCOPE OF WORK includes, but is not limited to the following:

### **5.6 SECURITY GUARD SERVICES GENERAL:**



- 5.6.1 Guards shall perform foot or bike patrols of city facilities unless otherwise arranged.
- 5.6.2 Guards shall observe and report accidents, emergencies, property issues, or potential threats to City Staff immediately and have the ability to contact the Salinas Police Department as the situation warrants.
- 5.6.3 Guards shall observe and report any damage to property or suspicious activity to City.
- 5.6.4 Guards are required to perform an annual site assessment report.
- 5.6.5 Guards shall provide fire watch as needed.
- 5.6.6 Guards shall respond to all activated panic and specific code alarms at each location.

Each Facility will develop a comprehensive set of Patrol Orders to be followed by the Guards.

(Detailed Scope of Work will be included in each executed agreement)

### **S3.0 TERM OF AGREEMENT**

S3.1 The initial term shall commence with the signing of this AGREEMENT through and including \_\_\_\_\_, with the option to extend this AGREEMENT for \_\_\_\_\_ additional \_\_\_\_\_ year periods.

S3.1.1 City is not required to state a reason if it elects not to renew this AGREEMENT.

S3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.

S3.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

S3.3 City reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

### **S4.0 COMPENSATION AND PAYMENTS**

S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.

S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. City does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

S4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

S4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from City in writing.

S4.6 Tax:

S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

## **S5.0 INVOICES AND PURCHASE ORDERS**

S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the \_\_\_\_\_ department at the following address:

S5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to City. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. City shall certify the invoice, either in the requested amount or in such other amount as City approves in conformity with this AGREEMENT, and shall promptly submit such invoice to City Finance Department for payment. City Auditor- Controller shall pay the amount certified within 30 days of receiving the certified invoice.

S5.3 All City of Salinas Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by City. Surcharges and additional fees not included in the AGREEMENT must be approved by City in writing via an Amendment.

## **S6.0 STANDARD INDEMNIFICATION**

S6.1 CONTRACTOR shall indemnify, defend, and hold harmless City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## **S7.0 INSURANCE REQUIREMENTS**

### S7.1 Evidence of Coverage:

S7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

S7.1.2 This verification of coverage shall be sent to the City, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by City. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

S7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by City's Purchasing Officer.

### S7.3 Insurance Coverage Requirements:

S7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per

occurrence.

S7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

#### S7.4 Other Insurance Requirements:

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

S7.4.2 Each liability policy shall provide that City shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

S7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Salinas, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-

85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

S7.4.4 Prior to the execution of this AGREEMENT by City, CONTRACTOR shall file certificates of insurance with City's contract administrator and City's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles City, at its sole discretion, to terminate this AGREEMENT immediately.

## **S8.0 RECORDS AND CONFIDENTIALITY**

S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this AGREEMENT, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

S8.2 City Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this AGREEMENT.

S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this AGREEMENT for a minimum of three (3) years following the expiration or earlier termination of this Agreement.

S8.4 Access to and Audit of Records: City shall have the right to examine, monitor and audit all

records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of City or as part of any audit of City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## **S9.0 NON-DISCRIMINATION**

S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

S9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS**

S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of the City of Salinas, nor immediate family of an employee of City. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

S10.2 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of City.

S10.3 Any subcontractor shall comply with all of City of Salinas requirements, including insurance and indemnification requirements as detailed in the SAMPLE AGREEMENT.

## **S11.0 CONFLICT OF INTEREST**

S11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with CITY that CONTRACTOR has no present, and will have no future, conflict of interest between providing City services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to City, as determined in the reasonable judgment of the Salinas City Council.

S11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for City will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify City in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to City hereunder.

## **S12.0 COMPLIANCE WITH APPLICABLE LAWS**

S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

S12.2 CONTRACTOR shall report immediately to City in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## **S13.0 DRUG FREE WORKPLACE**

S13.1 CONTRACTOR and CONTRACTOR's employees shall comply with the City's policy of maintaining a drug free workplace.



## **S14.0 TIME OF ESSENCE**

S14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

## **S15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH**

S15.1 Assurance of Performance: If at any time City believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, City may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to City, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of City's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If City accepts the plan it shall issue a signed waiver.

S15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **S16.0 RIGHTS AND REMEDIES OF THE CITY FOR DEFAULT**

S16.1 In the case of default by CONTRACTOR, City may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by City shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

## **S17.0 FORCE MAJEURE**

S17.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.



S17.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

S17.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

### **S18.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE**

S18.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit City to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

### **S19.0 DAMAGE**

S19.1 CONTRACTOR shall be held responsible for any breakage, loss of City's equipment or supplies through negligence of CONTRACTOR or his employee while working on City's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to City any damages to the premises resulting from services performed under this AGREEMENT.

### **S20.0 NOTICES**

S20.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to or to CONTRACTOR's responsible officer; (2) when personally delivered to the party's principal place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; or, (3) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO CITY:  
City of Salinas  
Public Works  
200 Lincoln Ave  
Salinas, CA 93901

TO CONTRACTOR:  
Name  
Address

Tel. No. \_\_\_\_\_ FAX No. \_\_\_\_\_  
Email \_\_\_\_\_

## S21.0 LEGAL DISPUTES

S21.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

S21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California or in the appropriate federal court with jurisdiction over the matter.

S21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

## S22.0 MISCELLANEOUS PROVISIONS

S22.1 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

S22.2 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

S22.3 Contractor: The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees action on CONTRACTOR's behalf in the performance of this Agreement.

S22.4 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

S22.5 Headings: The headings are for convenience only and shall not be used to interpret the terms

of this Agreement.

S22.6 Non-exclusive Agreement: This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

S22.7 Construction of Agreement: The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

S22.8 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

S22.9 Authority: Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

S22.10 Integration: This Agreement, including the exhibits, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

S22.11 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**--END OF SAMPLE AGREEMENT SECTION--**

**ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE**

## ATTACHMENT A- PRICE SCHEDULE

### COST PROPOSAL

CONTRACTOR(s) should provide rates in the format below.

| <u>Supervisor</u> | <u>Unarmed Cost</u> |
|-------------------|---------------------|
| Pay Rate          | \$ _____/hr.        |
| Billing Rate      | \$ _____/hr.        |
| Overtime Rate     | \$ _____/hr.        |

#### Security Officer

|               |              |
|---------------|--------------|
| Pay Rate      | \$ _____/hr. |
| Billing Rate  | \$ _____/hr. |
| Overtime Rate | \$ _____/hr. |

#### Patrol Rate (including vehicle)

|               |              |
|---------------|--------------|
| Pay Rate      | \$ _____/hr. |
| Billing Rate  | \$ _____/hr. |
| Overtime Rate | \$ _____/hr. |

#### Alarm Response

|               |              |
|---------------|--------------|
| Response Rate | \$ _____/hr. |
|---------------|--------------|

### COMMUNICATION EQUIPMENT

|                     |              |
|---------------------|--------------|
| 2-Way Radio Rate    | \$ _____/hr. |
| Cellular Phone Rate | \$ _____/hr. |
| Pager Rate          | \$ _____/hr. |
| Cell/Radio          | \$ _____/hr. |

~End of Attachment A~

## ATTACHMENT B – LOCAL DECLARATION FORM

Bidders claiming to be a “Local Vendor” as defined by the “City of Salinas Municipal Code”, adopted by the Salinas City Council on May 2, 2017, must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy.

Any bidder claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy of Salinas Municipal Code section 12-28.020, subsection D.

City shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business that falsely claims a preference pursuant to Salinas City Local Preference Policy shall be for a period of one year for the first violation and three years for a second, with a right of review and reconsideration by the city council after two years upon a showing of corrective action indicating violations are not likely to recur. Per Salinas Municipal, code section 12-36.

Any business eligible for the local business preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

**Bidder certifies under penalty of perjury they have both read and confirm they meet the requirements as outlined within the City of Salinas Municipal Code for the procurement in question.**

### Business Information (All information must be completed)

(Please type or print clearly in ink)

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Local Business Office Address: \_\_\_\_\_, Salinas, California \_\_\_\_\_

City of Salinas Business License Number: \_\_\_\_\_

No. of Employees: \_\_\_\_\_ No. of Full-Time Employees in Salinas \_\_\_\_\_

Current on all City of Salinas taxes, fees, assessments, and fines?  Yes  No

Currently subject to enforcement action by the City or in litigation with the City?  Yes  No

Year began doing business within the city of Salinas: \_\_\_\_\_

Newly established business (doing business within the city of Salinas less than one year): is the newly established business owned by an individual(s) formerly employed by a local business enterprise?  Yes  No If Yes, for what years? \_\_\_\_\_

Any person claiming to be a local business enterprise as defined in Article III-A of Chapter 12 of the Salinas Municipal Code shall so certify in writing under penalty of perjury that they meet all the criteria listed in Salinas Municipal Code section 12-28.020, subsection (d). A local business enterprise shall be required to submit such declaration on an annual basis and shall immediately notify the City's Purchasing Officer if there is any change in circumstances which would disqualify it from application of the preference. The City shall not be responsible or required to verify the accuracy of any such certifications and shall have sole discretion to determine if a person meets the definition of "local business enterprise."

**CERTIFICATION**

I declare that I am 18 years of age or older and the information contained in the foregoing application is true and correct to the best of my knowledge. Under penalties of perjury, I certify that all the information provided herein is correct and that the business enterprise I am representing meets all of the criteria set forth in Salinas Municipal Code section 12-28.020, subsection (d) for a "local business enterprise." I declare that I am authorized to submit this Declaration for and on behalf of myself and the organization described above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

*~End of Attachment B~*

***Applications must be submitted at least 10 days prior to the event.***

**ATTACHMENT C- REFERENCES**

**REFERENCE LIST**

NAME OF CONTRACTOR: \_\_\_\_\_

1. COMPANY: \_\_\_\_\_

CONTACT: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

Tel (day): \_\_\_\_\_ Tel (evening): \_\_\_\_\_

2. COMPANY: \_\_\_\_\_

CONTACT: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

Tel (day): \_\_\_\_\_ Tel (evening): \_\_\_\_\_

3. COMPANY: \_\_\_\_\_

CONTACT: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

Tel (day): \_\_\_\_\_ Tel (evening): \_\_\_\_\_

**ATTACHMENT D-VERIFICATION OF LICENSURE**

**LICENSING**

By submission of a proposal, CONTRACTOR attests to having possession of a valid private patrol operator license issued by the State of California. Such license authorizes a CONTRACTOR to contract to perform the type of work required by the specifications. Should the CONTRACTOR fail to provide below the number of CONTRACTOR’s State of California License and City of Salinas, Patrol Service Permit, the City may reject this proposal.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

TELEPHONE NUMBER: \_\_\_\_\_

STATE OF CALIFORNIA LICENSE NO.: \_\_\_\_\_  
(Private Patrol Operators License)

CITY OF SALINAS PRIVATE-PATROL OPERATOR REGISTRATION  
CARD NO.: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR’S Signature

\_\_\_\_\_  
Date

*~End of Attachment D~*



**SIGNATURE PAGE**

CITY OF SALINAS  
CONTRACTS/PURCHASING DIVISION

ISSUE DATE: MONDAY, JUNE 26, 2017



RFP TITLE: CITY-WIDE SERVICE AGREEMENT FOR UNIFORMED SECURITY GUARD SERVICES

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY 3:00 P.M., PST, ON FRIDAY, JULY 28, 2017

**MAILING ADDRESS:** CITY OF SALINAS PURCHASING DIVISION 200 Lincoln Street SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO Brett J. Godown, (831) 758-7214, BRETT.GODOWN@CI.SALINAS.CA.US

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 9.0 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.  
**Proposals submitted without this page will be deemed non-responsive.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_