



REQUEST FOR PROPOSAL FOR SECURITY GUARD SERVICES

Proposal Release Date	04/06/2022
Last Date/Time for Questions	04/20.2022 2:00 pm PST
Proposals Due at City	04/27/2022 2:00 pm PST

Submit Proposals to:
Don Reynolds, City Manager
citymanager@san-juan-bautista.ca.us

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BACKGROUND

The City of San Juan Bautista is a municipality in San Benito County that is home to approximately 2,000 residents, an iconic Mission, and a historic State Park. The City is largely an agricultural community. Currently, the largest producer of organic salads in the United States is based just outside of the City of San Juan Bautista.

San Juan Bautista is also a popular tourist destination, rich in historic and cultural sites. One local attraction, the Fremont Peak Observatory situated atop Fremont Peak in the Gabilan Range, is a non-profit astronomical institution serving the local community.

The City is run by a City Manager/City Council form of government. The City Manager oversees daily operations, while the 5-member Council is elected at-large to represent Citywide interests.

San Juan Bautista's proximity to Santa Clara's Silicon Valley makes the City a vital neighbor to the nation's technology industry.

SAN JUAN BAUTISTA NOTICE TO PROPOSERS

Notice is hereby given that the City of San Juan Bautista (City) will receive proposals for **SECURITY GUARD SERVICES** at:

City of San Juan Bautista
ATTN: Don Reynolds, City Manager
311 Second Street
P.O. Box 1420
San Juan Bautista, CA 95045

until **04/27/2022 at 2:00 PM, PST**. Email submission may be made in lieu of mailing a hard copy of the proposal to: citymanager@san-juan-bautista.ca.us

There will be no public bid opening.

Request for Proposal (RFP) Purpose

The goal of the City is to retain a Professional Consultant familiar with “Best Practice” management techniques in their particular line of work. The City is requesting proposals from consultants specializing in the required services outlined in the Scope of Services section of this Request for Proposal.

Terminology

For purposes of this Request for Proposal, “Consultant” may also be referred to as Company, Contractor, Firm, Respondent, Proposer, Supplier or Vendor.

Description of Work

The proposed work is officially known as the Specifications, as further described in the **SCOPE OF SERVICES** section of this RFP.

Availability and Clarification of Documents

This RFP and any addendums will be posted on the City website at:
<https://www.san-juan-bautista.ca.us>

Question Submittal

Any questions related to this RFP should be submitted in writing to Don Reynolds, City Manager, at citymanager@san-juan-bautista.ca.us. Questions received by the City, including responses, will be consolidated and posted on the City website. The deadline for submitting questions is **2:00 pm PST 04/18/2022**. Material changes, if any, to the proposal requirements will be addressed by written addendum.

Respondents will provide written acknowledgment of each addendum issued with their proposal submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm PST on 04/20/2022. It is the sole responsibility of the respondent to check the City website to determine if an addendum has been posted.

Estimated Timeline

RFP Release Date	04/06/2022
Questions Due	04/18/2022, 2:00 PM PST
Clarifications/Addenda Issued	04/20/2022
RFP Response Submittal	04/27/2022, 2:00 PM PST
Evaluation Complete	05/10/2022
Contract Award	05/17/2022

Note: Timeline is an estimate only. The City reserves the right to alter dates or cancel this RFP in part or its entirety.

PROPOSAL PREPARATION

Your proposal should highlight the experience, qualifications and competency of your firm, and of the particular staff to be assigned to this project. It should also specify an approach that will meet the Request for Proposal (RFP) requirements.

The proposal should include:

- Title Page showing the Request for Proposal subject; the firm’s name; the name, address, and telephone number of the contact person; and the date of the proposal.
- Signed Transmittal Letter briefly stating the firm’s understanding of the work to be done; the commitment to perform the work within an acceptable time period; and the name of the person authorized to represent the firm, title, address, and telephone number.
- Cost information should be transmitted separately as indicated in the **Cost Proposal** instructions.
- Your proposal should be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of this Request for Proposal. While additional information may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

1. Authorized to Practice in California

An affirmative statement must be included verifying the firm and all assigned key professional staff are properly licensed and/or authorized to practice in California.

2. Independence

The firm must provide an affirmative statement that it is independent of the City of San Juan Bautista and no member of the proposed project team, or family member, is an employee of the City.

3. Firm Qualifications and Experience

The firm must have extensive experience in the Scope of Services described herein. The proposal should include the size of the firm and the location of the office from which the work on this engagement is to be performed. Indicate the number and nature of the professional staff to be employed in this engagement on a full-time basis; and, the number and nature of the staff to be employed on a part-time basis. Staff consistency is an important consideration.

4. Partner, Supervisory and Staff Qualifications & Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Include resumes indicating specialized training, professional certifications and licenses.

Provide information on the government experience of each person, including information on relevant professional education and membership in professional organizations relevant to the performance of this engagement. Indicate how the consistent assignment of staff over the term of the agreement will be assured.

5. Similar Engagements with Other Government Entities

For the firm's staff that will be assigned responsibility for this project, list three to five completed engagements similar to the work described in this Request for Proposal. California State Public Agency experience is desirable. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

The City reserves the right to contact any or all of the listed references regarding services performed by your firm.

6. Litigation and Claims

Respondent shall disclose any lawsuit, litigation or arbitration resulting from:

- (a) Any government engagement where litigation is still pending or has occurred within the last five years; or,
- (b) Any type of project where claims or settlements were paid by your firm or its insurers within the last five years.

Describe circumstances and outcome for any incident disclosed.

7. Specific Project Approach

The proposal should set forth a work plan, including an explanation of the project methodology to be followed, to perform the services required in this Request for Proposal.

Your proposal should include the following information about your firm's approach:

- Proposed work plan, staffing, and staff hours assigned to each phase of this engagement;
- How staff coverage will be managed to provide uninterrupted year-round (365 days/year) service;
- Proposed vehicles and communication equipment to be used;
- Explain status report capabilities and include sample report(s);
- Highlight safety practices and training;
- Approach to be taken to understand, review and make recommendations regarding City business practices and to improve current operations;
- Description of any anticipated problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

Pre-Award Expenses

Pre-award expenses are defined as costs incurred by the respondent in:

1. Preparing its proposal in response to this RFP;
2. Submitting its proposal to the City;
3. Negotiating with the City on any matter related to the proposal; or,
4. Any other expenses incurred by the respondent prior to date of award.

There is no expressed nor implied obligation for the City to reimburse pre-award expenses incurred in the preparation of a proposal. Furthermore, proposals received shall become the property of the City and will not be returned.

Cost Proposal

The Cost Proposal should contain all detailed pricing relative to performing the Scope of Services as described in this Request for Proposal. Itemize regular hourly rates and overtime hourly rates. The Cost Proposal shall be submitted in a separate, sealed envelope; or, as a separate file if submitted via email.

If a total all-inclusive maximum price is proposed, it shall contain all direct and indirect costs, including out-of-pocket expenses. The Cost Proposal should reference a schedule of professional and administrative fees and expenses that support the total all-inclusive maximum price. This fee schedule may also be used for costing out any additional work that may be required.

Billing shall be made on a monthly basis. Interim billings shall cover a period of not less than a calendar month.

Note: Any supplemental fuel charges; energy surcharges; required licenses, training, travel, insurance and bond costs; pandemic-related and Personal Protective Equipment (PPE) expenses will not be allowed.

PROPOSAL SUBMITTAL

One signed original and one (1) copy the proposal must be submitted to the City of San Juan Bautista, 311 Second Street, San Juan Bautista, CA 95202 no later than **04/27/2022 at 2:00 PM, PST**. Proposal shall be submitted in a sealed envelope clearly marked with proposal name and number. Email submission may be made in lieu of mailing a hard copy of the proposal to: citymanager@san-juan-bautista.ca.us

There will be no public bid opening.

Late Proposals

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each prospective respondent assumes responsibility for timely submission of their proposal.

Withdrawal or Modifications of Proposals

Any proposal may be withdrawn or modified by a written request signed by the respondent and received by the City prior to the final time and date for the receipt of proposals. Once the deadline is past, respondents will be obligated to fulfill the terms of their proposal.

Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the respondent as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information or data submitted with a proposal will not be returned.

Proposal Acceptance and Rejection

The City reserves the right to accept any proposal, reject any and all proposals, make a partial award, make multiple awards, call for new proposals, or dispense with the proposal process in its entirety. The City may waive any minor deficiencies or technicalities in proposals received.

SCOPE OF SERVICES

The City of San Juan Bautista (SJB) intends to hire a licensed Private Patrol Operator to provide Security Guard Services at City-Wide facilities, businesses, residential areas, and events in accordance with the attached specifications. The City does not have a Police Department, but instead contracts for law enforcement with the San Benito County Sheriff. Accordingly, the Sheriff's Department responds to calls for 911 services.

The Security Guard firm will supplement law enforcement operations in an "Observe and Report" capacity. Guards will patrol in uniform and clearly marked vehicles but will otherwise be unarmed. Assignments will be coordinated through the City's Code Enforcement Department with input from the Sheriff's Office.

The initial term of this agreement will be for thirteen (13) months commencing **June 1, 2022 through June 30, 2023**, with four (4), one (1) year renewal options, starting July 1st of each subsequent year. The initial month (June 1st – 30th, 2022) of this agreement will overlap with the City's current service provider to provide for an uninterrupted and smooth transition.

Specific requirements to be maintained throughout the agreement include:

1. The Private Patrol Operator (PPO) shall maintain a current and valid license with the California State Bureau of Security and Investigative Services (BSIS).
2. Each Security Guard assigned to SJB shall hold a current and valid security guard license as required by the BSIS.
3. Valid PPO and Security Guard licenses shall be maintained throughout the term of this agreement, including optional renewal periods, at vendor's sole expense. SJB reserves the right to spot-check license validity at SJB's sole discretion. Failure to maintain valid licenses may be grounds for immediate termination.
4. The vendor shall provide, at its sole expense, seasonally appropriate uniforms for its personnel. Employees shall always be in full uniform while on duty. Vendor's name must be clearly identified on the outer jacket or shirt. Employee's name should be displayed on a name tag or patch.
5. The vendor shall ensure that its personnel do not represent themselves as SJB employees. Furthermore, no employee shall use a title, wear a uniform, use an insignia, use an identification card, or make any statement with the intent to give the impression that he or she is connected in any way with the federal government, state government, or any political subdivision of the state.
6. Vendor must practice a "drug-free" workplace with a "Zero Tolerance" policy for the staff working in the City. Assigned staff shall not use tobacco products, vape or smoke while on duty.
7. Vehicles shall be clean and clearly marked with company name and/or logo. Vehicles shall be kept mechanically reliable and free of conspicuous body damage. Vendor is responsible for all costs associated with vehicle upkeep, fuel, maintenance, and insurance.
8. All Security Guards on mobile duty must hold a valid California driver's license.
9. Staff shall work cooperatively with the City's current service provider to ensure as seamless transition as possible.
10. Staff assigned to work in the City shall pass an applicable and appropriate background check (Live Scan) and will be trained and certified to perform private security services, as well as standard operating procedures unique to SJB.
11. This is an "Observe and Report" security patrol service working in conjunction with City staff and City service providers including the City's contract fire, emergency medical response, and the San Benito County Sheriff.
12. Security Guards are not permitted to use or carry firearms, blades of any kind, batons, tasers, pepper spray, or other weapons.

13. Staff shall be trained to write Parking and Administrative citations, review and defend appeals of their citations, and attend administrative official hearings as may be necessary.
14. Staff will have a clear line of communication and work in tandem with SJB staff and the San Benito County Sheriff's Department to provide a safe and peaceful environment within City limits.
15. Uniformed officers are to conduct highly visible vehicle and foot patrols within City limits year-round, 365 days/year. (See Exhibit A – City Map):
 - Sunday – Wednesday, Eight-Hours/Day (10:00 P.M. – 6:00 A.M.)**
 - Thursday – Saturday, Twelve-Hours/Day (6:00 P.M. – 6:00 A.M.)**
 - No fewer than four mobile patrols of all City streets (residential and commercial areas) will be conducted each night.
 - Uniformed security officers will conduct a foot patrol of the downtown area at least twice per night to discourage vandalism and ensure all businesses are properly secure.
 - Special assignments will be required on a time and material basis in accordance with hourly rates delineated in the Cost Proposal. All special assignments require prior City approval.
16. Staff will have an action plan prepared to work in tandem with the City's staff in the event of an emergency which includes, but is not limited to, criminal activity, medical issues on public property, and natural disasters. There will be staff available in an on-call status for such emergency events.
17. The vendor shall provide, at no additional cost to SJB, field supervision, which shall include unannounced and random inspections by a company supervisor. The supervisor shall meet with officers and SJB personnel as may be required.
18. It is critical that all staff have the ability to positively interact with the general public. In addition, as the successful detection and de-escalation of potential threats is often a result of experience, SJB prefers a vendor capable of providing experienced security personnel, particularly those which past experience in public sector work.
19. It is desirable that security personnel have the skills and capabilities to identify and mitigate risks and offer cost-effective and innovative ways to minimize or eliminate such risks.
20. Weekly status reports shall be provided within three (3) calendar days at the end of each week of service. An annual summary, sorted by month, shall be provided within ten (10) calendar days at the end of each year of service. An electronic report format is desired.
21. All Security Guards must have a competent command of the English language and be efficient in communicating with the public. Additionally, the diversity of San Juan Bautista makes security personnel fluent in Spanish, as well as in English, highly desirable.

22. If an extraordinary event occurs that involves the risk of loss of life or damage to public or private property, or is brought to the attention of the news media while staff is providing security services, the City Manager, or designee, shall be notified immediately by cell phone call or text as soon as possible, and not more than 12-hours after the event. Extraordinary events may require additional reporting details as needed for the City's investigation and defense of actions. If a conflict arises, special reports concerning these types of events can and will be requested by the City.

SELECTION PROCESS

Proposals will be evaluated based upon, but not limited to, the following criteria (not listed in order of importance):

1. Project methodology and approach
2. Firm's standing and capability to provide the required services
3. Qualifications and experience of firm and the personnel named in the proposal
4. Technical expertise and resources
5. Past performance on governmental engagements, based on client references and other verifiable information
6. Total overall cost

Proposals will be reviewed and evaluated by the City. Oral interviews of the most responsive firms may be scheduled shortly after the deadline submission date and may be conducted remotely or by phone at the option of the City.

The City reserves the right to award a contract based on proposal submittal only, without benefit of an oral interview.

EVALUATION CRITERIA

The following weighting and points will be assigned to this Request for Proposal for evaluation purposes:

CRITERIA	MAX POINTS
Project Understanding	10
Work Plan and Approach	25
Qualifications of Personnel	15
Experience and Resources	15
Past Performance/References	10
Project Cost	25
Total	100

CONTRACT TERM

This agreement shall commence upon execution by both parties and shall continue for a period of one year, with four (4), one-year option renewal periods. The prices quoted shall be fixed during the initial one-year period of the contract and price increases may be allowed thereafter as authorized by the City. Price increases may be requested annually after the first year, subject to the following conditions.

Only one (1) price increase will be allowed each year as the result of:

- 1) Manufacturer or supplier price increases in the product(s) offered
- 2) Governmental or regulatory agency increases to the trade
- 3) Consumer Price Index, All Urban Consumers (CPI-U) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency; and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. Overall increases of greater than 5% from prior year prices will not be allowed.

The City shall be the sole judge as to whether a price increase will be allowed.

Decreases in service prices will be allowed at any time.

KEY PERSONNEL

The City reserves the right to approve the contact person and the person or persons actually performing the services on behalf of respondent. If the City, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing services, then the City may require the respondent to assign a different person or persons to be designated as the contact person or to perform required services.

The City reserves the right to terminate, without penalty, any contract awarded under this Request for Proposal when key personnel identified are not available. Substitution may only occur with advance explicit approval of the City. Substitute personnel must have equal or greater education and experience.

It is further understood that respondent, and its employees, in performing the required services of this RFP, operate as an independent contractor and not as an employee or agent of the City.

Note: Subcontracting of any Professional Services required under this RFP is prohibited.

FAITHFUL PERFORMANCE BOND

Successful respondent may be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price.

INSURANCE

Respondent shall provide proof of Commercial Liability and Property Damage Insurance, including Assault and Battery coverage, prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$3,000,000 combined single limit (CSL). The City shall be named as an additional insured and thirty (30) days' notice of cancellation shall be indicated.

Automobile Liability coverage in an amount not less than \$2,000,000 per accident for bodily injury and property damage is required.

Worker's Compensation coverage in an amount not less than \$1,000,000 per claim for each employee engaged in work on City premises is required.

Respondent is solely responsible for all insurance premium payments.

BOND/INSURANCE SUBMITTAL

Within ten (10) consecutive calendar days after the notice of award is issued, the respondent to whom a contract is awarded shall deliver to the City bonds and insurance in the form and amounts authorized by the City as outlined in the RFP documents.

INDEMNIFICATION

Respondent shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or respondent's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

TERMINATION

The City may terminate this agreement and be relieved of any consideration to the respondent should respondent fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the respondent. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

PROTESTS

Protests by unsuccessful respondents to the selection for award shall be submitted in writing to the City Manager no later than five (5) business days after award recommendation. Failure to submit a timely written protest to the City Manager shall bar consideration of any such protest.

- a) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- b) A written protest may not challenge the relative weight of the evaluation criteria or formula for assigning points.
- c) Only a respondent whose proposal is timely received and fully complies with all terms and conditions of the Request for Proposal may protest an award.
- d) Any and all costs incurred by a protesting party in connection with the protest of a solicitation shall be the sole responsibility of the protesting party.

The City Manager shall evaluate the protest and issue a written decision within five (5) business days after receipt of the protest. The protester shall be notified if additional time is needed to adequately investigate the claim. During the evaluation process, the City may, at its sole discretion, suspend further action on the solicitation, or proceed with an award.

The decision of the City Manager for contract awards valued at \$50,000 or less shall be final. For awards exceeding \$50,000, an unsuccessful respondent shall have the right to appear before the City Council to protest any award requiring Council approval.

NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any and/or all proposals received in response to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this proposal.

The City further reserves the right to negotiate material aspects of proposals received, including costs, services and scheduling, when determined to be in the best overall interest of the City.

OWNERSHIP OF WORK PRODUCT

All reports, studies, information, data, forms, designs, plans, procedures, systems and any other materials or properties produced for this project shall be the sole and exclusive property of the City. No such materials or properties produced, in whole or in part, shall be subject to private use, copyrights, or patent rights by respondent without the express written consent of the City.

NON-ENDORSEMENT

As a result of the selection of a respondent to provide services; the City is neither endorsing nor suggesting that the respondent's services are the best or only solution. Respondent agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of City.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Venue shall be the County of Monterey.

COMMENTS/EXCEPTIONS

Respondents are responsible to become familiar with all instructions, terms, conditions, and contract documents governing this Request for Proposal, including the City's standard **Professional Services Agreement**, a copy of which is available upon request. Submission of a proposal will be considered specific evidence of having performed the above.

Successful respondent shall be required to sign the City's standard Professional Services Agreement prior to commencement of work. Please note any comments or exceptions with your submittal. Once the award has been made, failure to have read all the terms, conditions, and specifications of this RFP shall not be cause to alter the original proposal nor to request additional compensation.

Note: Excessive and/or material exceptions to the RFP may be cause for rejection of your proposal.

**EXHIBIT A
CITY MAP**

