

# REQUEST FOR PROPOSALS

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## SECURITY SERVICES FOR THE CITY'S PARKS AND PUBLIC FACILITIES

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### Key RFP Dates

Issued:	December 27, 2017
Written Questions Due:	February 1, 2018
Response to questions:	February 7, 2018
Proposals Due:	February 22, 2018

CITY OF LYNWOOD  
RECREATION AND COMMUNITY SERVICES DEPARTMENT  
11330 Bullis Road, Lynwood, CA 90262

**NOTICE INVITING REQUEST FOR PROPOSALS  
FOR  
SECURITY SERVICES FOR THE  
CITY'S PARKS AND PUBLIC FACILITIES**

The City of Lynwood ("City"), California is seeking proposals from experienced and qualified security companies to provide **Armed and Unarmed** security guard services to the City's parks and public facilities.

All proposals must be received in the City Clerk's Office before the time of 3:00 p.m. **Thursday, February 22, 2018**. One (1) original and six (6) copies in a sealed envelope titled "*RFP FOR SECURITY SERVICES TO THE CITY'S PARKS AND PUBLIC FACILITIES*" will be delivered to the following address:

MARIA QUINONEZ, CITY CLERK  
CITY CLERK'S OFFICE  
CITY OF LYNWOOD  
11330 BULLIS ROAD  
LYNWOOD, CA 90262

There will be a **Pre-Proposal Meeting** held on **Thursday, January 25, 2018 at 10:00 a.m.** in Bateman Hall, 11331 Bullis Road, Lynwood, CA, 90262. Bidders should have a representative at the meeting.

Proposals shall be signed by proposer's authorized representative on the forms provided by the City and enclosed in their sealed envelope. Proposals received after the submittal time will be rejected and returned unopened to the sender.

Proposals will not be publicly opened. The City will not be responsible for any liability claims or costs incurred by the proposer in the preparation, transportation, and submission of proposals. All proposals become the property of the City once they are submitted.

All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the Review panel and other City staff and officials, representatives and agents having a legitimate interest will be provided access to the proposals and evaluation results.

The City of Lynwood reserves the right to reject any and all proposals, to waive any irregularity in a proposal, and to make an award as may best serve the interest of the City.

Companies interested in obtaining a copy of this Request for Proposals, may do so by visiting the City of Lynwood website at [www.lynwood.ca.us](http://www.lynwood.ca.us) and downloading the document.

All correspondences, communications and contact in regard to any aspect of this solicitation or offers shall be only directed to: Mark Flores, Director of Recreation and Community Services Department, by phone at 310-603-0220, ext. 319, by electronic mail [mflores@lynwood.ca.us](mailto:mflores@lynwood.ca.us) or by US mail to: 11301 Bullis Road, Lynwood, CA 90262.

No interpretation of the meaning of the descriptions, specifications, or other pre-proposal documents will be made to any proposer orally. Every request for such interpretations shall be in writing addressed to the above person by U.S mail or electronic mail.

## TABLE OF CONTENTS

		<u>PAGE(S)</u>
<b>NOTICE FOR REQUEST FOR PROPOSALS</b>		
SECTION I	INTRODUCTION	3
SECTION II	BACKGROUND OF THE CITY	3
SECTION III	BACKGROUND OF THE PROJECT	3
SECTION IV	GENERAL SCOPE OF WORK	4
SECTION V	REQUIRED DUTIES FOR ALL FACILITIES AND PARKS	7
SECTION VI	CONTRACTOR PERSONNEL REQUIREMENTS	9
SECTION VII	CONTRACTOR SUPERVISION REQUIREMENTS	13
SECTION XII	GENERAL CONTRACT REQUIREMENTS	17
SECTION XIII	PROPOSAL INQUIRIES	23
SECTION XIV	ADDENDA	23
SECTION XV	PROPOSAL SUBSUBMISSION REQUIREMENTS	23
SECTION XVI	EVALUATION AND SELECTION	24
SECTION XVII	RFP TIMELINE	25
ATTACHMENT B	RFP SUBMITTAL INSTRUCTIONS	27
ATTACHMENT E	SAMPLE AGREEMENT	33
ATTACHMENTS	REQUIRED FORMS	29-46
Attachment A -	Checklist Form	
Attachment C -	Security Firm's Certification	
Attachment D -	Vendor Hourly Rate Quote Sheet	
Attachment F -	Sample Certification if the Proposer is a Corporation	
Attachment G -	Proposed Scheduling	
Attachment H -	Non-Collusion Affidavit	
Attachment I -	Organizational Chart	

## **REQUEST FOR PROPOSAL**

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### **FOR SECURITY SERVICES TO THE CITY'S PARKS AND PUBLIC FACILITIES**

#### **I. INTRODUCTION**

The City of Lynwood ("City"), California is seeking proposals from experienced and qualified security companies to provide armed and unarmed security services to patrol City facilities including parks, special events, and other miscellaneous locations. The City currently has ten (10) public buildings totaling 191,300 square feet and twelve (12) parks totaling 48.7 acres of parkland.

A private security company through contractual services is currently patrolling the City's parks and public facilities. The contract expires May 20, 2018. The City views the contract security services as an extension of the City's public safety services. The City anticipates the contract security company to provide professional and high quality service at a reasonable cost. The contracted services require high visibility, significant public relations skills, effective communication, alertness and strong problem solving abilities.

#### **II. BACKGROUND OF THE CITY**

Located in the industrial heartland of Los Angeles County, the City is nestled less than 20 miles between two of the busiest ports in the world, Port of Long Beach and Port of Los Angeles. Major transportation corridors bound the City of Lynwood: I-710 Long Beach Freeway to the east, I-105 running east and west, and the Alameda Corridor to the west.

The City consists of 4.9 square miles. The City is a general law city operating under a Council-Manager form of government. The City's policymakers are comprised of five (5) members elected at large in overlapping terms. It has an annual operating budget of \$125.2 million dollars and 187 employees. The City currently contracts with the Los Angeles County to provide law enforcement and fire services.

The City's Building and Maintenance Division, under the Public Works Department, maintains all City buildings: City Hall, City Hall North, City Hall Annex, Bateman Hall, Youth Center, Lucy Avalos Community Center, Senior Center, Community/Transit Center, Natatorium and Public Works Yard. The Grounds Maintenance Division maintains the City's parkland. The Recreation and Community Services Department is responsible for the operation of the City's parks and recreation facilities. The Recreation and Community Services Department also manages the rental of public facilities and coordinates the security services for special events and functions.

#### **III. BACKGROUND OF THE PROJECT**

The City Hall Complex and the Lynwood Community/Transit Center business hours are from 7:00 a.m. to 6:00 p.m., Monday through Thursday. The Senior Center business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Lucy Avalos Community Center business hours are from 9:00 a.m. to 6:00 p.m., Monday through Friday. The public spaces of the parks are open from 5:30 a.m. to 10:00 p.m. daily (including weekends and holidays); the Lynwood Youth Center business hours are from 9:30 a.m. to 10:00 p.m., Monday through Friday. (Note: facility schedules are subject to change.)

The City of Lynwood welcomes approximately 1,000,000 patrons annually to its parks and recreation systems. The City's mission is to provide attractive and safe facilities for the

community. Patrons of city facilities should expect to consistently experience an enjoyable, welcoming, entertaining, and safe visit each and every time.

The City's goal is to contract for security guard services that encompasses patrol of multiple locations. All locations will be managed by a City Recreation Manager who will make contact with the security company regarding their specific location needs and concerns.

#### **IV. GENERAL SCOPE OF WORK**

- a. Provide an hourly rate schedule on the attached quote sheet for Security Officer(s), including an overtime/holiday/emergency rate. The contracted security company shall provide all labor, equipment, vehicle(s), bike (s), golf cart (s) and supplies for the assigned Security Officers for their performance of security services to the City. The costs for said labor; equipment, vehicles and supplies are included in the hourly fee charged by the Company for the various services.
- b. All personnel assigned by the contractor to perform work for the City of Lynwood shall be a minimum of 21 years of age, must not have an arrest record (other than minor traffic violations), must be physically capable of performing all duties as assigned, and must present a professional appearance acceptable to the City. All assigned personnel must have a current, State-issued guard card and California State Driver's License.
- c. Security officer(s) shall perform their duties in an efficient, conscientious manner, and shall be courteous and helpful to all persons on City of Lynwood property. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee.
- d. Primary responsibilities of Security Officer(s) are observing and reporting. In addition, Security Officers are intended to serve as a visual and physical deterrent to crime. Security Officer(s) are to respond to calls for assistance, and are to call for Police or other emergency response as circumstances warrant. Security Officers will be required to adhere to the applicable sections of the Los Angeles County Sheriff Department's Rules and Regulations.
- e. Security Officer(s) are intended to be the eyes and ears of the City of Lynwood and ambassadors of goodwill to all customers.
- f. All incidents, suspicious or unusual, will be reported to the appropriate authorities and documented by written Incident Reports. Reports that are criminal in nature (i.e. burglary, robbery) will be referred to the Los Angeles County Sheriff Department for documentation purposes. Each shift is responsible for documentation of calls for support and suspicious or unusual activities and incidents, and any other statistical data as required by the City of Lynwood. The contract security company will provide a daily activity log and shall have Security Officer(s) complete incident reports, in a form approved by the City. A daily activity log will be provided to the City on a daily basis. For incidents, a verbal report plus a written follow-up will be given to the City.
- g. Security Officer(s) shall have a standard uniform provided by the security company and approved by the City of Lynwood. Uniforms must be cleaned and pressed daily. No rips or tears shall be allowed. Uniforms must fit properly. The City specifically reserves the right to remove any individual due to unsatisfactory appearance.
- h. Security company shall provide Officer(s) with cell phones, cellular phones with "direct

connect” type capabilities.

- i. Contracted security company shall have vehicle(s) and alternative transportation such as bike (s) and golf cart (s) that are approved by the City of Lynwood. “Alternative transportation” shall be defined as a bike, golf cart or other alternative fuel vehicle. Vehicle(s) and alternative transportation are to be in good working order and appearance. Vehicle (s) must have current registration. Proof of insurance shall be provided for each vehicle used. Each Security Officer must have a valid California Driver’s License. Patrol vehicles must have an emergency/hazard light installed on its roof. Vehicles and other alternative transportation must be clearly marked as a security patrol vehicle with Company’s name and/or logo.
- j. City of Lynwood staff will have direct access to a manager or shift supervisor, on duty, 24-hours a day, seven-days per week. Contract security company will provide phone numbers to City staff.
- k. Contracted security company supervisor will train, counsel, inspect and evaluate Security Officer(s). The Contract security company supervisor will make frequent unscheduled inspections of personnel, and report the results to the City of Lynwood on a monthly basis.
- l. Security Officer(s) will receive training from contract security company’s trainers until they are proficient in the performance of their duties. Contract security company’s staff including shift supervisor will receive an orientation from Recreation and Community Services Department staff.
- m. City of Lynwood staff will communicate with and work through contract security company’s managers and shift supervisors for any service needed.
- n. Each Security Officer shall be required to carry a baton, pepper spray, handcuffs, and must be certified. Contract security company shall be responsible for training their officers in arrest and control tactics and self-defense. Security officer(s) must have successfully completed CPR and First Aid Training.

#### **SECURITY SERVICE SCHEDULE**

**The City is requesting services of both armed and unarmed security officers to provide coverage for 4 shifts, 6am- 2:30pm, 2:00pm –10:30pm, 3:00pm -10:30pm and 9:30am to 2:30pm scheduled as indicated below:**

<b>Officer</b>	<b>Hours Per Week</b>	<b>Shift</b>
(1) Officer - Armed	40	M-F 6:00am – 2:30pm
(1) Officer - Unarmed	40	M-F 6:00am – 2:30pm
(1) Officer - Armed	40	M-F 2:00pm – 10:30pm
(1) Officer - Unarmed	40	M-F 2:00pm – 10:30pm
(1) Officer - Armed	10	Sat. and Sun. 9:30pm – 2:30pm
(1) Officer - Armed	16	Sat. and Sun. 2:00pm – 10:30pm
(1) Officer - Unarmed	16	Sat. and Sun. 2:00 pm – 10:30pm
(1) Officer - Armed	40	M-F 2:00pm – 10:30pm
(1) Officer - Unarmed	35	M-F 3:00pm – 10:30pm
(1) Officer - Armed	16	Sat. and Sun. 2:00pm – 10:30pm
<b>Total Hrs. Per Week</b>	<b>293/ hrs.</b>	

❖ Schedule includes ½ hour unpaid lunch break for full-time staff

### **SECURITY SERVICE LOCATIONS**

List of the parks and facilities and a description of the property requiring security guard services:

#### **City Hall and Base Facilities:**

<b>No.</b>	<b>Buildings</b>	<b>Amenities</b>
1	City Hall 11330 Bullis Road	Building 1 ( Finance and Human Resources offices and parking lot)
2	North City Hall (next to City Hall)	Building 2 (offices and enclosed employee parking lot)
3	Senior Citizen Center 11329 Ernestine Avenue	Building 3 (meeting hall, offices and parking lot)
4	Bateman Hall 11331 Ernestine Avenue	Building 4 (auditorium, banquet rooms, kitchens, offices, parking lots)
5	City Hall Annex/Council Chambers	Building 5 (City Manager office, City Council offices, Council Chambers, and parking lot)
6	Armory Parking Lot	City vehicle fleet lot

#### **The Lynwood City Park Sports Complex:**

<b>No.</b>	<b>Facilities</b>	<b>Amenities</b>
7	Lynwood City Park 11301 Bullis Road	3 baseball fields, 3 soccer Fields, skate park, tennis courts, 2 playground areas, 5 picnic shelters
8	Lynwood Community/Transit Center) 11301 Bullis Road	Building 6 (gym, meeting rooms, offices and parking lot)
9	Natatorium Facility 3770 Martin Luther King Boulevard	Building 7 (indoor pool, locker rooms and parking lot)
10	Lynwood Youth Center 11409 Birch Street	Building 8 (game room, kitchen, computer lab, and parking lot)

#### **Yvonne Burke- John Ham Park and facility:**

11	Yvonne- Burke Ham Park 11832 Atlantic Avenue	Mobile trailer building and parking lot, baseball field, playground area, outdoor exercise stations, picnic tables and BBQ grills.
12	Avalos Community Center	Building 9 (offices, meeting rooms, concession stand, kitchen, courtyard and parking lot)

#### **Satellite Parks and Public Yard Building**

<b>No.</b>	<b>Parks</b>	<b>Amenities</b>
13	Adolfo Medina Community Park 11915 State Street	Playground equipment, basketball court, restrooms and picnic shelters
14	Los Amigos Community Park (West) Approx. Address: 3171 El Segundo Boulevard	Playground equipment and picnic tables

15	Los Amigos Community Park (East) Approx. Address: 3217 El Segundo Boulevard	Playground Equipment and Picnic Tables
16	Senator Lara Linear Park	One mile walk trail spanning 5 blocks, consists of playground, community garden, 2 dog parks, pavilion and exercise stations
17	Mark Twain Park 4142 Carlin Avenue	Small Pocket Park, concrete walkway, picnic table, benches, and bike rack
18	Camphor Tree Park 4015 Louise Street	Small Pocket Park, concrete walkway, picnic table, benches, and bike rack
19	Wilson School Park 3655 Lynwood Road	Small Pocket Park, concrete walkway, picnic table, benches, and bike rack
20	Carnation Community Park Los Flores Boulevard and State Street	Open space, circular walkway
21	Rose Park Community Park Flower Street and State Street	Open space, circular walkway, lighting, picnic tables and benches
22	Public Works Water Yard 11750 South Alameda Street	Building 10 (offices, city vehicle fleet, storage, and gated yard)

## V. REQUIRED DUTIES FOR ALL FACILITIES AND PARKS

### a. City Facility Rentals: (Bateman Hall and Multiple Locations)

The Bateman Hall facility and all City of Lynwood Community Centers are rented to the public for private events held primarily evenings and weekends.

*Specific duties required:* Continue patrol of special event or rental, both inside and outside of facilities, including parking lots; monitor restrooms and other rooms of facilities to discourage graffiti or damage to facilities; establish regular communications with City staff members on duty; encourage orderly behavior among patrons; report any incidents immediately to City staff; be prepared to notify Sheriff Deputies should need arise.

The City's Facility Manager determines the number of security guards needed, depending on the type and size of the event. Security service of unarmed guards is required to provide coverage for these events to help ensure public safety. Typically, these services are requested in 5 to 7 – hour shifts and the number of guards can vary by specific assignment from one (1) or two (2) security guards. Security guard hours are on an as needed basis separate from the regular patrol.

Approximately required hours/month: Approximately 208 or more depending on rentals.

### b. Community Neighborhood/Pocket Parks: Adolfo Medina Park, Los Amigos Park, Mark Twain School Park, Camphor Park, Wilson School Park, Rose Park and Carnation Park:

Security Officer(s) shall be required to conduct “pass through” patrols through the exterior of these parks. Security Officer (s) may need to open/lock park restrooms at locations required as needed. Security will be required to report items requiring repair to City staff in a timely manner (burned out lights, graffiti, any damages or broken



equipment), and are to call for Sheriff or other emergency response as circumstances warrant.

Security guards may need to advise park patrons regarding rules and/or restrictions for the use of the parks or park facilities. Security guard hours for the community park patrols will be at random: 7 days a week, including holidays

**c. Lynwood Community /Transit Center:**

Security officer(s) shall be responsible for continually patrolling and walking through the exterior and interior of the Center. Security Officer(s) may need to pick up city mail and make special deliveries. Security guards will assist patrons at the Community Center and may need to advise patrons regarding rules and/or restrictions for the use of the facility.

**Specific Duties:** The Transit Center is the hub of the city's local fixed route transportation system (Trolley). Security presence at the Transit site is required to deter criminal activity and disorder when students from the nearby Middle School utilize public transportation to and from school.

Security Officer(s) for the Transit Site patrols will be: Two Security Officers from 7:30 a.m. to 9:00 a.m. and 2:00 p.m. to 3:30 p.m., during the school-year calendar September to June. Security presence has reduced the number of rider and vandalism incidents previously experienced.

**d. City Hall Complex and Base Facilities:**

Security Officer(s) are responsible for continually patrolling and walking through the exterior and/or interior of the complex. Security Officer(s) may need to pick up City Council Agendas, City mail, and make deliveries. Additionally, security officers may need to assist Sheriff Deputies assigned to the Council Chamber during City Council and City Board meetings when needed. This is done as backup to the deputies on any issues that may arise during these meetings.

**Specific Duties:** Security officers will be assigned to City Hall in the morning and evening hours, to monitor Water Billing Division operations, escort staff to parking areas and assist with lock down of City Hall.

**e. Lynwood City Park- Sports Complex and Facilities:**

Security Officer(s) are responsible for continuous patrol of the park, securing gates, regular inspection of restrooms, concession building, and park perimeters; report items requiring repair to City staff in a timely manner (burned lights, graffiti, and damages or broken equipment); be prepared to communicate with Sheriff Department or other emergency response should need arise. Miscellaneous duties may include opening and closing restrooms, athletic fields, turning field lights off and on, and providing security at sporting events.

**f. City Facility Parking Lots:**

A roving patrol officer, utilizing a vehicle owned and operated by the contractor, conducts continuous rounds and inspections of parking lots for building customers and

employees, any vehicle or person found to be suspicious should be investigated, and if determined to be a threat, the Los Angeles County Sheriff Department should be notified.

**g. Lynwood Youth Center, Senior Center, Natatorium and the Community Center:**

Security Officer(s) will patrol these Centers to deter criminal activity. Security Officers may need to advise Center patrons regarding rules and/or restrictions for the use of the city facilities. Graffiti at patrolled locations will be documented and referred to City staff for cleanup.

Respond immediately to the theft alarm sounding at city facilities.

**h. Special Events:**

The City will occasionally require security guard service for special events. These events may require up to 20 uniformed, licensed, armed and unarmed security guards. The City will provide a minimum of 15 days advance notice for such events.

Approximate required hours/month: 30 - 50 hrs.

**VI. CONTRACTOR PERSONNEL REQUIREMENTS**

Security Officers provided pursuant to the aforementioned Scope of Work and contract is for both unarmed and armed classifications, the security officer(s) will be assigned to respective City site/facility locations.

**a. Contractor Security Service**

The Contractor, at the Contractor's own expense, shall provide and furnish all labor, equipment, vehicles, alternative transportation, and supplies for the assigned Security Officers for their performance of security services as specified. The Contractor shall supply the City with security service personnel who are properly trained, qualified and certified, and who meet the minimum requirements and qualifications called for in the contract. The costs for said labor; equipment, vehicles, alternative transportation and supplies are included in the hourly fees charged by the Contractor for the various services.

**b. Package of Minimum Qualifications**

The Contractor shall maintain personnel files. Files shall consist of a package of documents for each assigned Security Officer consisting of minimum qualifications and includes medical record, social security number, military services, arrest records, and previous employment. "Contractor shall provide the City Manager or his designee with written certification that each officer assigned to the City conforms to all City's requirements and standards specified in this request for proposal."

**c. Minimum (Entry) Requirements**

All security personnel must have a high school diploma and/or GED equivalent.

**d. Physical Examination**

Any Security Officer assigned to work under the terms of this Contract shall be in good general health without physical defects or abnormalities, which could interfere with the performance of assigned duties. Security Officers must be fully capable of performing all duties requiring moderate to arduous physical exertion under either normal conditions and/or in emergency situations.

**e. Criminal Background Check**

The Contractor shall complete a criminal background check of all Security Officers, and Operations Manager prior to assignment under the contract, and prior to assigning Security Officer to a City facility, site, and/or post. Thereafter, Contractor shall conduct an annual check, or as deemed necessary for security reasons. The criminal background check shall be for felony, misdemeanor and traffic violations in all United States or countries that the individual has resided in the last five (5) years. Any Security Officer found failing to divulge a felony or misdemeanor conviction should not be assigned to the City's security services contract. All costs of these checks shall be at the Contractor's expense.

- 1) Security Officers/Guards and Operations Managers who have been involved in any of the following will not be accepted nor assigned to City security service:
  - Felony Conviction
  - Violent Misdemeanor Conviction
  - Sex Crime Conviction
  - Military discharge other than honorable
  - Pattern of irresponsible behavior including, but not limited to, unreasonable driving or employment record (absenteeism, equipment abuse, disciplinary problems, insubordination)
- 2) Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI

**f. Licenses**

The contractor shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business, including a Lynwood Business License.

**g. Literacy**

All Security Officers shall have the ability to read, write, speak and understand English. This includes having the ability to read regulations, written orders, instructions, and training instructions in English. The Security Officers shall also have the ability to prepare and compose reports, which convey complete information and are presentable for management and/or potential litigation review, in English.

**h. Bilingual Skills**

At some City facilities/site locations bilingual skills may be required. Bilingual skills for the specification are English and Spanish. Communication requirements for Spanish

include the ability to have basic conversations with members of the public and the ability to relay basic directions and regulatory information to members of the public.

***i. Regulations Regarding Weapon Safety***

- 1) Firearms** - One (1) handgun only shall be carried by assigned security officers and shall be carried only in a typical police-type uniform outward display or manner and in a typical police-type leather, outward waist-worn holster and in a holster which secures the weapon.
- 2)** No additional handgun shall be carried on person or in vehicle.
- 3)** No shotgun or other long-gun shall be carried on person or in vehicle.
- 4) Use of Firearms** - The Contractor's minimum standards by which its security officers will be trained pertaining to the use of firearms will be set forth in cooperation with the Los Angeles County Sheriff Department. Such minimum standards as designed for Contractor read as follows:
  - a. Firearms may be discharged by Contractor's Security Personnel in the performance of their duties under the following circumstances:
    - In the necessary defense of themselves or other persons from the imminent threat of death.
  - b. Firing at or from a moving vehicle is prohibited except in the condition set forth in Section 4.A.
  - c. An officer shall not surrender his or her weapon except as a last resort and only after every verbal or physical tactical tool or maneuver has been used.
  - d. Warning shots shall not be fired except for the purpose of summoning aid when more conventional communication is not effective and the safety of other persons is considered.
  - e. When an officer discharges a firearm, the officer shall immediately notify the Los Angeles County Sheriff Department shift supervisor on duty, the Recreation Director and Contractor.
- 5) Training in use of the Firearm**
  - a. Contractor shall insure its security officer personnel are trained on how to use and shoot the firearm by a State of California certified instructor.
  - b. Contractor shall insure its security officer personnel receive training pursuant to this Section a minimum of one (1) time per annual quarter during the initial and renewal terms of this Agreement.
  - c. Written records of this training shall be kept updated and maintained by Contractor at all times throughout the term of this Agreement.
- 6) When to Un-holster and When to Use the Firearm**
  - a. Contractor shall insure its security officer personnel are trained on when to un-holster the firearm and when to use it by a State of California certified qualified instructor.
  - b. Contractor shall insure its security officer personnel receive the training pursuant to this Section a minimum of one (1) time per annual quarter during the initial and renewal terms of this Agreement.
  - c. Written records of this training shall be kept updated and maintained by Contractor at all times throughout the term of this Agreement.
- 7) Side-Handle Baton**
  - a. Contractor shall observe safeguards regarding the use of the batons at any and all work sites.
  - b. The security officer will have satisfactorily completed a course of instruction certified by the Department of Consumer Affairs Bureau of Security and Investigative Services Permit, in the carrying and use of

the baton by a bureau-certified baton instructor.

***j. Conduct***

Contractor's Security Officers will be working in City facility/site locations, and as such, they must be polite, courteous, helpful, and interested in serving the public well. Professional standards are expected at all times while on a City post. The City Manager's designated representative will routinely conduct surprise inspections to ensure the quality of contract officers assigned to City facilities. If it is determined that assigned officers do not meet standards of courtesy, ethics, appearance, alertness, and preparedness, they will be removed from post immediately at the expense of the Contractor.

***k. Public and News Media Contacts***

City of Lynwood facilities will occasionally become involved in newsworthy projects or events. Situations in which general interest leads to direct news media contacts must be dealt with carefully. All media inquiries must be referred to the Office of the Lynwood City Manager. Unless otherwise directed in writing by the Office of the Lynwood City Manager, no Security Officer or Security Company representative is to issue any statement to the media. To ensure the accurate representation and communication of City policy in any statements, all media responses must be reviewed and approved by the Office of the Lynwood City Manager before dissemination.

- All requests for statement of City policy regarding any matter under the control of or of direct interest to the City must be referred to the Office of the Lynwood City Manager at (310) 603-0220, Ext. 200.
- All requests for information other than previously prepared written and approved information shall be referred to the Office of the Lynwood City Manager.

***l. Telephone Calls***

The City's policy regarding use of City telephones for personal use, making and/or receiving personal telephone calls shall not exceed three (3) minutes in duration. Personal calls are considered a privilege. The Contractor's Security Officers are to use the telephone to call in to the Contractor's dispatcher or report an incident to corresponding Emergency Departments. If any calls are found to be non-business related, the Security Officer(s) will be requested to be removed and not be allowed to work at any City facilities or locations, and the City will request the Contractor to reimburse the City, regardless of the cost of the call. In addition the City will not pay for the services or productivity lost during such call(s). The Contractor is advised that repeat behavior could result in removal of an account and/or replacement by another Contractor.

***m. Soliciting***

Soliciting by the Contractor and its Security Officers is prohibited on City premises. The Contractor shall inform Security Officers of this policy prior to commencing work under this Contract.

#### ***n. Personal Appearance***

- 1) Hair Standards: Security officers shall keep their hair neat, clean, and well groomed. Males shall keep their hair properly trimmed. The hair shall be at least moderately tapered, shall not extend below the top of the shirt collar nor cover any portion of the ear, and shall not interfere with the proper wearing of the uniform hat.  
  
*Females* shall arrange their hair so that it does not extend below the bottom edge of the collar, nor interfere with vision in any way.
- 2) Sideburns: Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. The flare (terminal portion of the sideburn) shall not exceed the width of the main portion of the sideburn by more than one fourth of the un-flared width. The sideburn shall be trimmed and neat in appearance.
- 3) Mustaches: A short and neatly trimmed mustache of natural color may be worn.
- 4) Beards: Security Officers shall be clean-shaven when reporting for duty. growth of whiskers shall be permitted only for medical reasons. Security Officers with a medical condition, which precludes the security officer shaving, shall be assigned duties requiring the least possible public exposure.
- 5) Fingernails: Security Officers' nails shall not extend more than ¼ inch from the tip of the finger or interfere in any way in the performance of the primary duties/task or with safe drawing of the firearm. Security Officers wearing fingernail polish shall use a conservative shade, without decals or ornamentation, and shall not detract from uniform appearance.
- 6) Identification: the Contractor shall furnish Identification insignia badges, shoulder patches, and nameplate.
- 7) Tattoos and other Body Art: The image we present to the community must be one of professionalism. Our appearance is of utmost importance. Security personnel assigned to the City may not have tattoos on the hands, face, neck and scalp. Regardless of their location, tattoos that are potentially offensive to the community, as determined by the City, are prohibited. Examples of offensive tattoos would include, but not be limited to, those which depict racial, sexual, discriminatory, gang related, or obscene language.

### **VII. CONTRACTOR SUPERVISION REQUIREMENTS**

#### ***a. Operations Manager***

The Contractor will assign Operations Manager to provide the required field supervision and training to the Security Officers and Guards under his/her supervision during the performance of their duties as required by the contract and post orders. The Operations Manager need not be present at all times but should ensure that Security Officers and Guards assigned to the City are well trained and effective in carrying out their assigned duties. This person will be the liaison to the City. The Operations Manager shall become the City's primary contact person and be available as needed for the administration and

effective functioning of the requested security services required in the Contract. City staff will have direct access to a manager or shift supervisor, on duty, 24-hours a day, seven days per week. Contract security company will provide phone numbers to City staff.

**b. Duties:**

The Contractor's Operations Manager will conduct field supervision of security services and patrol coverage of all area sites and posts as specified and as needed. As a licensed and qualified Security Officer, the Operations Manager is responsible for the work assignments; training and performance of Security Officers assigned under his/her supervision to City facility/site locations.

**c. City and Contractor Staff Meetings**

Meetings between the City Manager or her/his designee and Contractor's Operations Manager shall be scheduled on a bi-monthly basis, or as often as necessary, to discuss problems, discrepancy reports, and status of contract services. The Operations Manager shall meet regularly with the City Manager or her/his designee at least once a month or as often as necessary and as determined by the circumstances in the administration of the Contract.

The meetings will cover all matters regarding the Contract and related to operations, quality of services, contract compliance, changes in the scope of work, solutions to problems and discrepancies in the billing, invoices, charges, and other matters regarding the scope of work.

The Operations Manager shall address all contract matters on behalf of the Contractor. But not limited to, the following: payroll, invoicing, assignments of personnel, disciplinary actions, contract performance, and non-performance, corrective actions, assessments and appeals for contract non-compliance, special assignments, quality assurances and controls, changes of scope of work and other matters of mutual interest or concern to the City and the Contractor.

**VIII. CONTRACTOR TRAINING REQUIREMENTS**

**a. Training Requirements**

- 1) Security Officers: The Security officers shall be trained in security services. The Security Officer should have in their possession the required permits, as listed in the *License* section of this Contract, during working hours and be properly licensed.
- 2) Operations Manager: The operations manager shall be trained in security services, guard personnel supervision and patrolling procedures of all assigned City facilities/sites and locations, and be properly licensed.

**b. On-the-Job Training**

Each Contractor's Security Officer assigned to a City facility/site location shall receive: A minimum of eight (8) hours of on-the-job (OJT) training/orientation. Additional training beyond the 8 hours of OJT shall be provided at the assigned post by the Contractor as needed and at the Contractor's expense. The Contractor's Security Supervisor(s) shall

attend the training, at the Contractor's expense, to become aware and familiarized with the various City facilities, sites, and post orders.

The Contractor, when assigning new Security Officer(s) for assignment to City facilities/sites locations, shall also provide and assign an Operations Manager for training purposes. The Contractor's Operations Manager shall remain for the time necessary for each job site assignment in order to train and test the new Contract Security Officer(s). Training and testing will cover the knowledge of and compliance with the job site/facility's work orders and the job requirements set forth as the minimum work and security service in accordance with the scope of work in the Contract.

***c. Training Record***

The contractor shall maintain a training record for each Security officer assigned to a City facility. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be made available to the City Manager or his designee upon his request. The City Manager or her/his designee may, from time-to-time, monitor the conduct of such training.

**IX. CONTRACTOR COMPLAINT PROCEDURE**

***a. Customer Complaints and Notifications***

All complaints against contract security officers shall be directed in writing to the City Manager or her/his designee and notifications made to the Contractor. Generally, all complaints shall be resolved within sixteen (16) hours upon receipt of the complaint. However, the City Manager or his designee reserves the right to extend the length of time needed to investigate the complaint. Complaints include any report of dissatisfaction or poor service against a Contractor's employee (received via telephone, letter, e-mail, fax, or in person), violation of policy/procedure, violation of law, or reported misconduct. The party initially receiving the complaint shall forward a memorandum, detailing the basis for the complaint to the City Manager or her/his designee, including all related official documents. When a complaint is received on the day preceding a holiday or weekend, it shall be processed on the next working day.

***b. Documenting Complaints***

The Contractor shall complete a written memorandum, providing the names, addresses, and telephone numbers of all involved persons, including the complainant, witnesses, and the subject employee(s). The narrative portion of the memo shall include a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

***c. Complaints Reported to the City***

The City Manager or her/his designee shall notify the Contractor by telephone and/or written notification new complaints received and work in cooperation with the Contractor to resolve the complaint. The Contractor will notify the City Manager or her/his designee of the complaint disposition within sixteen (16) hours of receiving the complaint, unless an extension has been granted by the City Manager or his designee. **Failure to respond to**



**a complaint or comply with the provisions of this agreement shall be considered a violation of contract requirements.**

***d. Complaint Log***

The City Manager shall designate the department who will serve as the primary contact for the security services personnel. The City assigned department shall maintain a log of all reported complaints and disposition.

***e. Contract Personnel Complaint Investigation and Interview***

The City Manager or her/his designee reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Contractor, upon receiving any reported complaint or allegation of misconduct. Any employee who declines or refuses to participate in an interview or cooperate with an investigation conducted by the City Manager or her/his designee shall be ordered by the Contractor to cooperate with the City Manager or his designee. Failure of the Contractor to cooperate with the investigation and interview conducted by the City Manager or her/his designee is considered as non-complying with this contract requirement.

**X. EQUIPMENT**

***a. Cell Phones***

The Contractor shall furnish its Security Officers with cell phones, "direct connect" type capable system is preferable.

***a. Related Equipment and Supplies***

Contractor shall provide each security officer with flashlights, pens, pencils, contractor forms, and other related supplies and equipment necessary to perform their duties.

***b. Vehicles and Drivers***

Contract shall have vehicles that are approved by the City of Lynwood and comply with the following:

- 1) Be clearly marked as a security patrol vehicle on the front, back, and both sides with the Contractor's company name and/or logo.
- 2) Be equipped with emergency lighting systems, in accordance with California Highway Patrol, emergency road flares, and first aid kit.
- 3) Be cleaned and well-maintained in safe operating condition.
- 4) Contractor will maintain vehicle maintenance and inspection records for all vehicles used to provide security services to the City of Lynwood, vehicles must also be properly licensed with current registration, and insured in accordance with State law.

***d. Bicycles and Golf Carts***

Bicycles and Carts used by the Contractor must comply with the following:

- 1) Be clearly marked as a security patrol bicycle or cart with Contractor's company

- name and/or logo.
- 2) Be equipped with a lighting system and first aid kit.
- 3) Be clean and well maintained in safe operating conditions.

## **XI. SPECIAL PROVISION**

### ***a. Emergency Services***

The Contractor shall provide emergency radio dispatched units at the request of the City Manager or his designee.

#### ***1) Emergency Personnel***

Emergency of both Unarmed/Armed services shall be considered and defined as the non-scheduled augmentation of security personnel from the basic complement of Security officers assigned to a post of City facility/site location.

Emergency Security Services officers assigned to City facilities, sites, and/or posts shall meet all the training qualifications and requirements specified in this Contract.

#### ***2) Emergency Coverage***

In case of a need for emergency services, coverage shall be provided and scheduled in accordance with the terms and conditions as requested for non-scheduled needs and augmentation of Security Services Officers to meet emergency City security needs. It will be the Contractor's duty and responsibility to provide security services for emergency coverage as required by the circumstances, in accordance with the set rates of the contract, for work approved and authorized by the City Manager or his designee only.

### ***b. Contractor Transition and Cooperation***

During Contract implementation, and during the Contract term, all contractors involved in any location coverage transition, shall fully cooperate and assist each other to facilitate a smooth changeover. Disputes, disagreements, and/or differences of opinions between the Contractors will be reviewed and resolved by the City Manager or her/his designee. Such decision is final and shall not be subject to further review.

## **XII. GENERAL CONTRACT REQUIREMENTS**

It is expressly understood that the contractor named in any contract entered into by the City is acting as an independent contractor and not as an agent or employee of the City of Lynwood.

### ***a. Non-Exclusive Contract***

The City does not warrant to contract exclusively with a single contractor to perform the services described herein.

### ***b. Default of Contract***

The City of Lynwood shall hold the contractor responsible for any damage which may be sustained because of the failure or neglect of the contractor to comply with any term or condition listed herein. The City may, upon written notice to the contractor, cancel or

rescind any or all items affected by such default and may procure the required services elsewhere without notice to the contractor. The prices paid by the City at the time such services are procured shall be considered the prevailing market prices. Any extra costs incurred by such default may be collected by the City from the contractor.

**c. Hourly Rates**

Hourly rates are firm and fixed for the Contract term.

**d. Insurance**

During the term of the Contract, the Contractor shall, at its own cost and expense, procure and maintain insurance as specified in the insurance requirements and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of A: VII or better.

1. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit no less than \$1,000,000 per accident for bodily injury or disease
2. General Liability Insurance - \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separate to this project/location or the general aggregate limit shall be twice the required occurrence limit.
3. Automotive Liability- \$1,000,000 per accident for bodily injury and property damage.

Deductibles and Self-insured Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared by the policy and approved by the City of Lynwood.

All insurance policies required shall name as additional insured the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The Contractor is encouraged to review details of insurance requirements as noted in the sample agreement, "Consulting Services Agreement", General Terms and Conditions, Section 4 and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**e. Contract Payment**

The Contractor shall invoice the Department or City on a bi-monthly basis. The City shall remit payment within forty (45) days of receipt and approval of each invoice. Contractor shall present the invoice to the designated department assigned by the City Manager:

*(Recreation and Community Services Department)*  
**City of Lynwood**  
**11301 Bullis Road**  
**Lynwood, CA 90262**

1) Statements and Invoices

The Contractor shall prepare and submit to the City Manager or her/his designee, a bi-monthly invoice for work performed. Said invoice shall provide current charges and total year-to-date charges. Invoices shall be submitted with appropriate billing information including Purchase Order Number, the date of service, number of hours for each site and total hours assigned by the Contractor. Those invoices not acceptable to the City Manager or her/his designee shall be returned to the Contractor for correction and subsequent re-submittal for payment.

a) Security Officer

The Contractor is required to provide as part of the invoice a breakdown list by location or City facility with the following information. A list of hours performed by the Security Officers (Armed and Unarmed) by date, day, and hours of coverage (starting time and ending time), total hours for the day, total hours for the month, and the name of the Security Officers providing the services.

b) Supporting Document

The Contractor is required to submit the Field Supervisor's Daily Field Activity Reports (DFARs) along with invoices which identifies what locations were provided field supervision coverage.

**f. General Conditions**

The following are applicable Contract terms and conditions:

1) Contract Period

The Contract period shall be for one (1) year commencing upon acceptance by the City of Lynwood. In addition, the agreement may be renewed or extended on an annual basis as best meets the needs of the City, not to exceed three (3) additional years. The Contract renewals are three (3) one-year options, for a total possible contract term not to exceed (4) four years.

2) Written Approvals with Post Orders

The Contractor shall only schedule, provide, or render any security services to any City Department, after necessary authorization in writing with post orders by the City Manager or his designee.

3) Contact with Contractor for Services

If the Contractor is contacted and receives a request for security services from any City Department, the Contractor shall not render any security services without receiving written approval with post orders from the City Manager or her/his designee and shall refer said City Department back to the City Manager or her/his designee.

*\*Contractor will not be paid for security services to any City site without prior written authorization, including post orders, by the City Manager or his designee.*

#### 4) Compensation

The bidder shall propose a flat hourly rate for all services performed under the terms of this specification. Bid hourly rates must remain firm throughout the contract term. The hourly rate shall be in effect for a one (1) year period at which time it may be adjusted by the change in the Consumer Price Index for the Los Angeles/Long Beach (all urban consumers) Metropolitan Statistical Area issued by the U.S. Department of Labor. A request for an annual CPI adjustment must be submitted to the Recreation and Community Services Department Director no later than (60) days prior to the end of contract period for increase to be applied to any following annual contract period.

#### 5) Termination for Convenience

The City may terminate its agreement with the contractor at any time by giving at least fifteen (15) days notice in writing. If the agreement is terminated by the City, the contractor will be paid for the time provided and expenses incurred up to the termination date. No additional liability shall be assumed by the City.

#### 6) Liability, Rights and Remedies

The City and/or User Department shall have no liability and vendor shall have no claim for any other loss, expense, or damages for such Contract discontinuance or termination. The provisions of the Contract shall be in addition to all other rights and remedies available to the City and/or User Department under law. The rights and remedies of the City set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law and under the Contract.

#### 7) Conflict of Interests

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of its services pursuant to this Agreement. Contractor covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement. Contractor covenant under this section shall survive the termination of this Agreement.

#### 8) Accounting and Financial Records

Accounting and financial records shall be maintained in accordance with generally accepted accounting principles and practices. All records shall be maintained, access shall be provided to the City during the entire term of the Contract, and for three (3) years after final payment by the City under the Contract. Unless the City gives written permission to the Contractor to dispose of said record prior to the three years.

#### 9) Audits and Inspection of Records

After receipt of reasonable notice and during the Contractor's regular business hours, the City representatives or its agents can perform, as necessary; audits and inspection of records relative to the work performed under the Contract. The Contractor shall

provide the City; its authorized representative(s) or agent(s); such access to the Contractor's records and facilities housing the records. As the City deems necessary to examine, audit, inspect, excerpt, photocopy or transcribe the Contractor's records relative to work performed, payroll, employee wages, benefits, contract expenses, and other documents relative to the contract requirements, terms and conditions performed under the Contract.

#### 10) Changes

The City reserves the right to monitor and review the City-wide security service needs. When necessary, the City Manager or her/his designee will contact the Contractor's Operations Manager to make any changes as required to amend, modify or delete specific Contract and post orders when such amendment, modifications or deletion is determined by the City Manager or her/his designee to be in the best interest of the City.

#### 11) Holidays

The City shall have the right to request security services coverage on and during all holidays observed by the City. City holidays are as follows:

New Year's Day	January 1
Dr. Martin L. King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving (2 days)	Fourth Thursday & Friday in November
Christmas Day	December 25

#### 12) Binding Communication

Communication and information given by the City Manager or his designee or by his/her designated representative to the Contractor's Operations Manager shall be as binding as though given to the Contractor in person.

#### 13) Contractor's Address and Legal Service

The address given in the proposal shall be considered the Contractor's mailing and legal address for certified mail delivery. This address shall be changed only by written notice to the City. The delivery of mail or communication documents addressed to the Contractor, or authorized representative, mailed to such address, depositing it in the United States Mail by regular, registered or certified mail with postage prepaid, shall constitute legal service thereof.

#### 14) Occupational Safety and Health Act

The Contractor agrees that, for the purpose of being in compliance with the requirements of the Occupational Safety and Health Act of 1970, services performed for the City shall be deemed entirely within the Contractor's responsibility. The

contractor shall take all necessary precautions for the safety of employees on the job and of the City's employees.

The Contractor will notify the City Manager or her/his designee promptly, in writing, if a charge of non-compliance with above Act has been filed against the Contractor in connection with contract security services.

*15) Permits, Laws, Taxes and Regulations*

The Contractor shall procure all permits and licenses including a Lynwood Business License: paying all charges, taxes and fees; and give all notices necessary and incidental, be they due and lawful. All costs thereof shall be deemed to be included in the prices proposed for the work under this Contract.

*16) City's Responsibilities*

The following are the City's responsibilities under the Contract:

*a) Authority and Duties of City Manager or his designee*

The City Manager or her/his designee shall represent the City in the operation and management of any contract resulting from this RFP. The City Manager or her/his designee may make temporary changes in assignments, tasks, task frequencies, or methods.

*b) Authority and Duties of the Contract Coordinator*

The City Manager or her/his designee may appoint an individual or individuals as City Contract Coordinator (Coordinator) to monitor and inspect the performance contracted of the security services work. The Coordinator is not authorized to revoke any requirements of the Contract. The Coordinator is authorized to call to the attention of the Contractor any non-performance of security services personnel for the work called under the Contract.

The Coordinator shall in no case act as a Foreman or perform any or other duties for the Contractor, nor interfere with the management of the work under Contract by the letter. Any advice given to the Contractor shall in no way be construed as Contract changes and binding to the City, or releasing the Contractor from fulfilling all requirements of the Contract.

*c) Contractor's Business Office*

The City will provide, at no expense to the Contractor, assigned work areas/station, storage space and utilities, as reasonably necessary for the duties performed by the Contractor's security services personnel.

*d) Change in Hours Assigned:*

The City Manager or her/his designee will have the right to change the number of weekly routine security hours required at any site(s) by notifying the Contractor.

e) Changes, Additions, And Deletions to Work Schedule

As City security needs change or develop, the City, by written change order, may make changes, additions, and deletions in the Scope and Schedule of Work. Should any changes be made, the Contractor shall perform the work as changed and shall be paid for the actual quantity of work performed by such changes, whether increased or decreased.

f) Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor by its employees or similar labor activity conditions are directed against the City by City employees, which result in the curtailment or discontinuation of services performed hereunder, the City shall have the right, during said period to employ any means legally permissible under law to have the work performed.

g) City Sample Services Agreement

A copy of the City Sample Services Agreement is attached as "Attachment E." Provisions listed above will be incorporated or added to the final Services Agreement.

### **XIII. PROPOSAL INQUIRIES**

The City understands that the proposers may have questions. All questions must be in written form and received, via e-mail at [mflores@lynwood.ca.us](mailto:mflores@lynwood.ca.us) by **12:00 noon on Wednesday, February 1, 2018** addressed to Mr. Mark Flores, Director of Recreation and Community Services.

### **XIV. ADDENDA**

Any City of Lynwood changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting agreement. The City of Lynwood will not be bound to any modifications or deviations from the requirements set forth in this RFP as a result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-response.

### **XV. PROPOSAL SUBMISSION REQUIREMENTS**

Companies desiring to respond to the RFP shall submit one (1) original and six (6) copies of the proposal, marked on the outside "**RFP FOR SECURITY SERVICES TO THE CITY PARKS AND PUBLIC FACILITIES**". The proposals shall include the name of the proposer and the date and time when the response is due. In order to be considered, a proposal must be submitted prior to the **closing of the response period at 3 p.m. (PDT), Thursday, February 22, 2018** to the attention of:

*Maria Quinonez, City Clerk  
City of Lynwood  
11330 Bullis Road  
Lynwood, CA 90262*



**Responses sent by telephone, telegram or facsimile will not be accepted.**

It is the sole responsibility of each proposer to ensure that its response reaches the City Clerk's Office by the time and date specified. Responses received after the specified time and date shall be returned unopened. The time/date stamp clock located in the City Clerk's Office shall serve as the official authority to determine the timeliness of any responses.

Proposers are cautioned that they are responsible for delivery to the specific location cited above; therefore, if the response is delivered by an express mail carrier or by any other means, it is the proposer's responsibility to ensure delivery to the above address. The City will not be responsible for deliveries made to any place other than the specified address.

**XVI. EVALUATION AND SELECTION**

The City Manager's designee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of this RFP. The evaluation process will provide credit only for those capabilities and advantages, which are clearly stated in the proposal. In other words, advantages, which are not stated, will not be considered in the evaluation process.

Companies whose submittals include a significant failure to comply with these qualification requirements will be dropped from the evaluation process.

Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

- Adherence to the requirements called for under Attachment B "RFP Submittal Instructions" in the submittal of proposals; and completion and submittal of the following forms:
  - ATTACHMENT A, Checklist
  - ATTACHMENT C, Security Firm's Certification
  - ATTACHMENT D, Vendor Hourly Rate Sheet
  - ATTACHEMNT F, Sample Certification if the Proposer is a Corporation
  - ATTACHMENT G, Proposed Scheduling
  - ATTACHEMNT H, Non-Collusion Affidavit
  - ATTACHEMNT I, Organizational Chart
- Financial and manpower capability
- Experience in operating a similar type of security services
- Management/Operations/Training/References
- Hourly Rate Quote Sheet
- Suggested Timeline and Logistics

Evaluation of the proposals will be made by a panel of appropriate management staff. In addition to evaluation of written proposals offered, oral interviews and site visits may be requested. The City Manager may designate a Selection Committee to interview. Proposers should note that the execution of any contract pursuant to this RFP is dependent upon approval of the Lynwood City Council at its sole discretion.

The City shall not be liable in any way for any cost incurred by an offer or in the preparation of its proposal in response to this RFP, nor for obtaining any Insurance Certificate and /or surety Bond.

The City reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all parts of this proposal, to be the sole judge of the suitability of the proposals offered, to negotiate directly with one or more companies, award a contract to more than one company, to vary the terms of the approved proposal, and to award a contract to a qualified vendor, irrespective of whether such company provides the lowest bid.

## **XVII. RFP TIMELINE**

The following timeline applies to this Request for Proposals, however, the City may change the estimated dates and process as deemed necessary:

<b>Activity</b>	<b>Date</b>
RFP Approved	Tuesday, December 19, 2017
RFP Issued	Tuesday, December 27, 2017
Pre Proposal Meeting	Thursday, January 25, 2018 @ 10 a.m.
Last Date for Questions & Clarifications	Wednesday, February 1, 2018 By 12:00 p.m.
<b><u>Proposal Due Date</u></b>	<b><u>Thursday, February 22, 2018 @ 3 p.m.</u></b>
City Council Award of Contract	Tuesday, April 17, 2018
Anticipated Start Date	Monday, May 14, 2018

## ATTACHMENT A

## CHECKLIST

### REQUEST FOR PROPOSALS FOR SECURITY SERVICES TO THE CITY PARKS AND PUBLIC FACILITIES

#### **SUBMIT THIS PROPOSER'S CHECKLIST WITH YOUR PROPOSAL DOCUMENTS.**

Proposer shall complete and submit all documents marked with an "Y" in the "REQUIRED" column for bids to be responsive. Documents required on the checklist but not included may render your proposal nonresponsive.

#### REQUIRED DOCUMENTS

Y	1.	<b>PROPOSAL (SEE ATTACHMENT B, RFP SUBMITTAL INSTRUCTIONS)</b>
		1) <b>Cover Letter</b>
		2) <b>Table of Contents</b>
		3) <b>Company Experience</b>
		4) <b>Management and Operations</b>
		5) <b>Company References</b>
		6) <b>Training</b>
		7) <b>Capability &amp; Competency</b>
		8) <b>Vendor Hourly Rate Quote Sheet</b>
		9) <b>Suggested Timeline and Logistics</b>
Y	2.	<b>"ATTACHMENT C" SECURITY FIRM'S CERTIFICATE</b>
Y	3.	<b>"ATTACHMENT D" VENDOR HOURLY RATE QUOTE SHEET</b>
Y	4.	<b>"ATTACHMENT F" SAMPLE CERTIFICATION IF THE PROPOSER IS A CORPORATION</b>
Y	5.	<b>"ATTACHMENT G" PROPOSED SCHEDULING</b>
		<b>"ATTACHMENT H" NON-COLLUSION AFFIDAVIT</b>
Y	6.	<b>"ATTACHMENT I" ORGANIZATIONAL CHART</b>

#### **SUBMITTED BY:**

Name of Company\_\_\_\_\_ Contact Name\_\_\_\_\_

Address\_\_\_\_\_

Phone No.\_\_\_\_\_ E-Mail\_\_\_\_\_

## ATTACHMENT B

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### RFP SUBMITTAL INSTRUCTIONS

In order to facilitate review of the proposals, each proposer must follow the general format, outlined below, with respect to the proposal. Proposal packet binders are to be submitted in the order listed below. Proposal sections must be clearly labeled for easy review and reference. Deviation from this format may be cause for rejection of a proposal.

- A. **Cover Letter:** Include the specific person(s) or entity(ies), with contact names including addresses, telephone numbers and social security number or federal tax identification responding to the Request for Proposal. The letter is to be signed by an individual having proper authority to make the proposal.
- B. **Table of Contents:** List all sections and corresponding page numbers.
- C. **Company Experience:** Provide a narrative on the general overview of the proposer's relevant experience in providing the scope of services being requested and of project(s) similar to this project in scope or size.
- D. **Management and Operations:** Provide a narrative for management and operation of security services, including but not limited to supervising, scheduling, quality control, resolving conflicts, public relations, etc.
- E. **Company References:** Provide a list of five clients and client contact persons and telephone numbers where past work performed by you on projects of a similar nature to this RFP. Provide a brief description of the work performed on each of the projects.
- F. **Training:** Provide a narrative on the proposer's new hire training requirements, the methods for instructing new officers, the subject areas or topics covered in the training and the contractor's training philosophy. Also, include a narrative on training efforts in the areas of report writing, public speaking, customer focus, parking and traffic control, powers of arrest, legal powers and limitations, first aid, driver safety training, accident, fire protection and prevention, appearance and grooming standards.
- G. **Capability and Competency:** Provide a narrative of the proposer's financial and manpower capabilities to manage and operate security services pursuant to the Scope of Work. Prior to entering into an agreement with the City the selected security service firm will be required to submit documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement.
- H. **Vendor Hourly Rates Sheet:** Provide the hourly rate for armed and unarmed security officer and list the actual "line item" charges that comprise the bill rate. Completion of "Attachment D - Vendor Hourly Rates" complies with this requirement.
- I. **Proposed Scheduling:** Provide a narrative describing the vendor's unique ways of scheduling to meet the City's need for 293 hours per week (HPW) of security services covered by at least two (2) officers at any time. The City requires security services to start at 6:00 a.m. and to end at 10:30 p.m. Monday through Friday and 9:30 a.m. to 10:30 p.m. Saturday and Sunday. In addition to the narrative, attach and complete "Attachment G- Proposed Scheduling".

- J. **Suggested Timeline and Logistics:** This section shall include a brief narrative of the proposer's timeline in assuming the security services responsibility upon award of the agreement and a brief narrative of the logistics involved in the transition.
- K. **Required Forms:** Attach and complete all corresponding documents listed on the check list "Attachment A".

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Bidding Firm	Phone	Fax
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1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.

- a) If the Proposer is a **corporation**, the proposal must be signed by an officer or employee authorized to sign contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation (same certification attached): a copy of the secretary of the corporation (same certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign contracts. A notary must acknowledge the signature of the officer or employee who signs the proposal in the corporate form.
- b) If the Proposer is an **individual**, he/she must sign the proposal, or if the Proposal is signed by an employee or agent on behalf of the Proposer, a copy of power of attorney must be on file with the City of Lynwood prior to the time sent for the opening of the bids or must be submitted with the proposal. Any signature must be acknowledged by a notary.
- c) If the Proposer is a **partnership**, the proposal must be signed by all general partners; or by a general partner(s) authorized to sign contracts on behalf of the partnership; or by a general partner(s) authorized to sign contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership. All signature(s) must be acknowledged by a notary.
- d) If the Proposer is a **joint venture**, the proposal must be signed by all joint venturer(s); or by a joint venturer(s) authorized to sign contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively. All signature(s) must be acknowledged by a notary.
- e) Where Proposer is a **partnership or a corporation**, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAMES	ADDRESS
1)	
2)	
3)	
4)	

NOTE: All addresses must be complete with street number, City, State and Zip Code.

**ATTACHMENT D****VENDOR HOURLY RATES**

PER HOUR RATE	UNARMED	ARMED
DIRECT LABOR COST		
Wage rate per hour	\$	\$
INDIRECT LABOR COST		
FICA	\$	\$
SUI	\$	\$
FUI	\$	\$
Workers Compensation Insurance	\$	\$
General Liability Insurance	\$	\$
Uniform Expense	\$	\$
Vacation	\$	\$
Pre Employment Background & Drug Testing	\$	\$
Training	\$	\$
Non Scheduled Overtime	\$	\$
Operations Manager (Field Supervision)	\$	\$
<b>SUBTOTAL INDIRECT LABOR COST:</b>	\$	\$
OTHER COST		
Overhead	\$	\$
Gross Profit	\$	\$
Overtime Factor	\$	\$
Markup	\$	\$
Other: <i>(Describe)</i>	\$	\$
<b>SUBTOTAL OTHER COSTS:</b>	\$	\$
<b>TOTAL WAGE RATE (ADD ALL DIRECT, INDIRECT, OTHER COSTS)</b>	\$	\$





SAMPLE AGREEMENT

CONSULTING SERVICES AGREEMENT

This agreement ("Agreement") is made as of \_\_\_\_\_ by and between the **City of Lynwood**, a municipal corporation ("City") and \_\_\_\_\_ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

**WHEREAS**, City desires to utilize the services of Consultant as an independent contractor to City, as more fully described herein; and

**WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, except that if Consultant is required to but does not yet hold a City business license, it will promptly obtain a business license and will not provide services to the City until it has done so; and

**WHEREAS**, City and Consultant desire to contract for specific services described in Exhibit 'A', and desire to set forth their rights, duties, and liabilities in connection with services to be performed; and

**WHEREAS**, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of the Agreement; and

**WHEREAS**, Consultant responded to the City's Request for Proposals dated \_\_\_\_\_, incorporated via this reference as if fully set forth herein, and Consultant's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement.

**NOW, THEREFORE**, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

**1. Consultant's Services.**

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A**. [or can set forth in a separate Schedule C; make appropriate changes throughout agreement if this is used.]

**2. Term of Agreement**. This Agreement shall commence on \_\_\_\_\_ (the "Commencement Date") and shall terminate on \_\_\_\_\_ (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before ninety (90) days prior to the Termination Date, Consultant and City shall meet to discuss this Agreement and

its possible extension and or modification. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three months following the Termination Date. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

**3. Compensation.**

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit “B”**, attached and made part of the Agreement (The ‘Fee Schedule’). Consultant’s total payment pursuant to this Agreement shall not exceed [total payment in words] (\$ total payment in figures).

B. **Additional Services.** Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant’s Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described “Scope of Services”, an additional fee based upon the Consultant’s standard hourly rates shall be paid to the Consultant for such additional services.

C. **Method of Billing.** Consultant may submit invoices to the City for approval on a bi-weekly basis following the two-week period in which services were rendered. Said invoice shall be based on the total number of hours worked and rate of pay for services provided. City shall endeavor to pay invoices bearing correct and authorized charges within forty-five (45) days from the date City receives said invoice. All invoices submitted by Consultant for payment will be reviewed and verified by the City. Each invoice submitted by Consultant shall include:

- 1) City’s Agreement Number
- 2) Date of Invoice
- 3) Sequential Invoice Number
- 4) Service Location
- 5) Dates services provided
- 6) Number of hours worked by each employee and rate of pay
- 7) Total charges for services at service locations

**4. General Terms and Conditions.** The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

**5. Addresses.**

**City:**

City of Lynwood  
11330 Bullis Road  
Lynwood, CA 90262  
Attn: Alma K. Martinez, City Manager

**Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**6. Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

**Exhibit A** – Scope of Services and Time of Performance (\_\_\_\_ (\_\_) pages)

**Exhibit B** – General Terms and Conditions ( ( ) pages)

///

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

**CITY**

**CITY OF LYNWOOD**

By: \_\_\_\_\_  
[Mayor or City Manager]

\_\_\_\_\_  
Date

**CONSULTANT**

By: \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**ATTEST:**

By: \_\_\_\_\_  
Maria Quinonez, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO INSURANCE:**

By: \_\_\_\_\_  
Noel Tapia, City Attorney

\_\_\_\_\_  
Risk Management

## **EXHIBIT B**

### **GENERAL TERMS AND CONDITIONS**

#### **1. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

**2. Performance to Satisfaction of City.** Consultant agrees to perform all work to the highest professional standards and to the reasonable satisfaction of the City. Evaluation of the work will be conducted by the City Manager or his/her designee. If the quality of the work is not satisfactory, City in its discretion has the right to:

- a) Meet with Consultant to review the quality of the work and resolve the matter of concern;
- b) Terminate the Agreement as hereinafter set forth.

#### **3. Indemnification and Hold Harmless**

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. Consultant agrees to defend, indemnify, hold, free, and harmless City and its elected and appointed officials, officers, agents, employees at Consultant's sole expenses from against any and all claims, demands, actions, suits, or other legal proceedings brought against the City, its elected and appointed officials, officers, agents, and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful, misconduct of the Consultant, its employees, and /or authorized subcontractors, in performing this Agreement. The defense obligation provided for

hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint, or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of force and effect.

#### **4. Insurance.**

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.;

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment

furnished in connection with such work or operations. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of A: VII or better.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than two (2) weeks prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

G. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

H. The Consultant's insurance shall be primary as respects the entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

I. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

**6. Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

**7. Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, director or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

**8. Notice of Termination.** The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be



entitled to at law, in equity, or under this Agreement, immediately upon services of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefits of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgement against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

**9. Compensation in the event of termination.** City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last.

**10. Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

**11. Financial Condition.** Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

**12. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**13. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**14. Compliance with Laws.** Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

**15. Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

**16. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**17. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

**18. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**19. Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

**20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**21. Severability.** If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**22. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

**23. Authority.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

## ATTACHMENT F

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### SAMPLE CERTIFICATION IF THE PROPOSER IS A CORPORATION

I, \_\_\_\_\_ certify that I am the secretary of the corporation named  
(Name)

herein; that \_\_\_\_\_ who signed this proposal on behalf of the  
(Name)

corporation, was then within the \_\_\_\_\_ of the  
(Title)

said corporation; that said proposal is scope of its corporate powers and was duly signed

for and on behalf of said corporation by authority of its governing body, as evidenced by

the true and correct copy of the \_\_\_\_\_, which is  
(Name of Corporate)  
attached.

(Document)

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Secretary: \_\_\_\_\_

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

## ATTACHMENT G

### PROPOSED SCHEDULING

FOR 293 HOURS PER WEEK (HPW) SECURITY SERVICES FROM 6:30 AM TO 10:30 PM MONDAY THROUGH FRIDAY AND 9:30 AM to 10:30 PM, SATURDAY AND SUNDAY							
Shift	SUN	MON	TUES	WED	THU	FRI	SAT

Headcount to Staff 293 Hours Per Week	Average Hours Per Week Per Employee
_____Headcount	_____HPW Per Employee

## ATTACHMENT H

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### NON-COLLUSION AFFIDAVIT

**NON-COLLUSION AFFIDAVIT**  
(Security Consultant Services RFP)

During the period immediately following the issuance of eth RFP, continuing through the deadline to submit the RFP, and further until a recommendation has been submitted to the City Council, consultants are not to contact City staff outside of the identified staff contact, Mark Flores, Director of Recreation regarding this RFP. Consultants are expressly prohibited from speaking with the City Council on this specific matter. Any such contact will result in the immediate disqualification of any respondent from consideration. All questions or request for clarification or additional information shall be submitted to [mflores@lynwood.ca.us](mailto:mflores@lynwood.ca.us)

Dated: \_\_\_\_\_

Proposer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

#### NOTARY

Subscribed and sworn before me this \_\_\_\_\_ of \_\_\_\_\_, 2018

My commission expired \_\_\_\_\_, 2018

## ATTACHMENT I

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### ORGANIZATIONAL CHART

#### PROPOSER'S ORGANIZATIONAL CHART

##### Number of Employees and Average Years of Experience in Security Services

	Number of Employees	Average Years of Experience
Management		
Supervisory		
Officers		
Others (describe)		

AND

ATTACH COPY OF PROPOSER'S  
ORGANIZATIONAL CHART

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