



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 19-11316-C
FOR
CITYWIDE UNARMED SECURITY GUARD SERVICES
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for citywide unarmed Security Guard Services. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 p.m., on Tuesday, May 28, 2019.** All responses must be in a sealed envelope and have “**Citywide Unarmed Security Guard Services**” and **Specification No. 19-11316-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) original and six (6) unbound copies of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several offerors, to not select any offeror, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

The City will conduct a **mandatory pre-bid walk through of all the sites**. In order for the City to consider a proposal, the vendor will need to have attended all of the pre-bid walk through sites. There will be no exception to this, therefore it is important that vendors read this RFP carefully. The **mandatory pre-bid walk through** will start at the location of 2180 Milvia Street on **Wednesday, April 17, 2019 (9:00 a.m. – 4:00 p.m.)** and will continue through **Thursday, April 18, 2019 (9:00 a.m. – 3:00 p.m.)** .

All interested vendors are required to **meet on Wednesday, April 17, 2019, 9:00 a.m. at 2180 Milvia Street, Berkeley, on the sidewalk in front of the building**. Please limit attendees to 2 per company to minimize disruption to City staff. Participants will continue to tour the remaining buildings/sites through Thursday, April 18, 2019. (See **Exhibit 5** for walk through details).

No questions will be answered during the site visits. Questions must be submitted in writing. Attendees are cautioned to rely only on written information provided in the RFP when preparing proposal responses.

PLEASE NOTE:

Answers to questions **will not** be provided by telephone or email. Answers to all questions will be **posted** on the City of Berkeley's site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor's responsibility to check this site. **For questions** concerning the scope of services and/or submittal process, contact **Filippo De Luca, Senior Buyer**, via e-mail fdeluca@cityofberkeley.info **no lather than Friday, April 26, 2019**.

We look forward to receiving and reviewing your proposal.

Sincerely,

Shari Hamilton
General Services Manager

I. SUMMARY

The City of Berkeley (the “City”) is seeking experienced firms or individuals to arrange Citywide Unarmed Security Guard Services. The objective is the provision of a uniformed, trained, and unarmed security guard force to perform routine patrol and access control duties at various City locations on a scheduled and ad hoc basis.

This RFP is organized as follows:

- General Requirements: instructions or attributes applicable to all scope of services; and
- Specific Requirements: there are four (4) distinct Scopes of Services (SOS) covering various locations across the City of Berkeley. Each Scope of Service is managed by a different City Department and it clusters one (1) or multiple locations.

The RFP will result in two (2) contracts. One (1) contract will be managed by the Public Works Department and consists of Scope of Services no. 1, no. 2 and no. 3, and the other contract will be managed by the Berkeley Public Library for Scope of Services no. 4. The City would prefer to enter into contracts with one (1) vendor who can offer the best proposal that leverages economies of scale, however, the City retains the right to select more than one (1) vendor; whatever best meets the needs of the City. **A sample copy of the City’s Personal Services Contract can be found on the City’s website at [http://www.cityofberkeley.info/Finance/Home/Current Bid and Proposal Opportunities.aspx](http://www.cityofberkeley.info/Finance/Home/Current_Bid_and_Proposal_Opportunities.aspx)**

The City locations where services need to be performed are:

Scope of Services no. 1 - Public Works

| | | |
|--------------|---------------------------------------|--------------------------------|
| Location A | 1947 Center Street Berkeley, CA 94704 | Public Works Building |
| Location B | 2180 Milvia Street Berkeley, CA 94704 | Civic Center Building |
| Location C | 1326 Allston Way Berkeley, CA 94702 | Corporation Yard |
| Location D | 1201 Second Street Berkeley, CA 94710 | Zero Waste/Transfer Station |
| Location E | 2939 Ellis Street Berkeley, CA 94703 | South Senior Center |
| Location F* | 1900 Sixth Street Berkeley, CA 94710 | West Senior Center (temporary) |
| Location G** | 1901 Hearst Avenue Berkeley, CA 94709 | North Senior Center |

** Services in Location F will be performed for approximately twelve (12) months. In July 2020 the West Senior Center is expected to close and relocate to Location G.*

*** Services in Location G will commence on or about 1 July 2020. Currently the North Senior Center is under renovation and works are scheduled to be finalized in mid-2020.*

Scope of Services no. 2 - Parks, Recreation and Waterfront

201 University Avenue Berkeley, CA 94704 City of Berkeley Marina

Scope of Services no. 3 – Health, Housing & Community Services

| | | |
|--------------|---|-------------------------------------|
| Location A* | 1521 University Avenue Berkeley, CA 94703 | Mental Health Division (temporary) |
| Location B* | 1890 Alcatraz Avenue Berkeley, CA 94703 | Adult Day Health Center (temporary) |
| Location C** | 2640 M. Luther King Jr Way Berkeley, CA 94704 | Mental Health Clinic |

** Services in Location A and Location B will be performed for approximately twelve (12) months. In 2020 the mental health facilities in Location A and Location B are expected to close and relocate to Location C.*

*** Services in Location C will commence on or about July 1, 2020. Currently the mental health facilities at Location C are under renovation and works are scheduled until mid-2020.*

Scope of Services no. 4– Berkeley Library

2090 Kittredge Street Berkeley, CA 94704 Berkeley Central Library

II. SCOPE OF SERVICES

1. Term of the contract

The initial term of the contract(s) will be three (3) years and begin on or about November 1, 2019, and end on October 31, 2022. The City reserves the unilateral right to extend the contracts for two (2) additional twelve (12) month periods for a total of five (5) years provided the contractor satisfactorily meets the City's needs. There is a continuing need for the services and there are available, appropriated funds.

2. General Requirements (Applicable to all Scope of Services when relevant)

a. License and permits

Contractor(s) must have all necessary licenses to operate in the State of California ("State"). At the time of submission, Proposers are required to provide a copy of their Private Patrol Operator's License issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. Licenses must be current and valid as of the date of RFP submission, and in good standing with the State.

Security guard force deployed at the City must be composed entirely of guards with a valid security guard registration and license with the California Department of Consumer Affairs, Bureau of Security and Investigative Services. Upon request, guards deployed at the City of Berkeley must be able to provide a copy of their current valid guard registration card, issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services.

b. Equipment

Contractor(s) shall provide all labor, transportation, materials and equipment to perform the security services described in Exhibit 1. Equipment shall include, but not be limited to, uniforms, vehicles, radios and cell phones, Guard Tour Patrol Systems, security handbook, visitors log, incident report forms and any other equipment necessary to perform the services described in this RFP, including additional services of the same general nature as requested by the City. The City will have a right to inspect any material to be used in the performance of the services object of these contracts.

Proposers are strongly encouraged to provide equipment that supports the City of Berkeley Environmentally Preferable Purchasing Policy (EPP) (see item 2e.).

- *Uniforms*: shall include, at a minimum, Contractor's insignia, nametag, unique identification number and picture of the employee.
- *Vehicles*: must be in good operational conditions to perform the mobile vehicle patrol, including maintenance and fuel. All vehicles must exhibit company name, logo and utilize a roof mounted strobe beacon light. At its discretion, the City may require that a removable City logo be attached to all vehicles assigned to use on this contract. Contractor(s) shall have the capability to temporarily replace vehicles as needed due to accidents or malfunctions within a reasonable time frame at all times.
- *Communication equipment*: Contractor(s) shall operate a twenty-four/seven (24/7) security operation center and assigned personnel must be equipped with cell phones and radios capable to communicate with the security operation center at all times.
- *Guard Tour Patrol Systems*: Contractor(s) shall maintain Guard Tour Patrol Systems where patrols are needed at regular time intervals and any other location as deemed necessary by the City. The Guard Tour Patrol Systems shall ensure City's Project Managers or designated personnel that guards execute patrols and accomplish their tasks within the predefined time intervals.
- *Security handbook*: must be distributed to each guard assigned to the City and to each City's Project Manager or designated personnel. The security handbook includes description of duties, maps of the area of competence, City's relevant contacts, evacuation plans, emergency drill procedures, visitor acceptance protocol, incident reporting, response instructions and other pertinent operating

procedures. In accordance with the City's EPP, electronic/digital forms of security handbooks would be preferable and paper versions should be made available to City's Project Managers or designated personnel upon request. Be mindful that security guards must be able to access the security handbooks at any time and the City will not make available digital readers and/or personal computers to Contractor(s).

- *Visitor logs*: shall include at least date, time visitor arrived/departed, visitor name, visitor entity/company affiliation, visitor or entity/company's telephone number and e-mail. Contractor(s) shall establish and dispense to guards on duty a complete set of written visitor procedures and visitor logs must be archived and made available upon request during the entire contract execution period and for three (3) years after termination of the contract(s). In accordance with the City's EPP, electronic/digital forms of visitor logs would be preferable and paper versions should be made available to City's Project Managers or designated personnel upon request. Be mindful that security guards must be able to access and compile visitor logs at any time and the City will not make personal computers available or other digital to Contractor(s) personnel.
- *Incident report forms*: shall specify time and location of incident, name of people involved, including Contractor(s) and City staff, description of the incident, action taken. Incident reports must be submitted to the City within twenty-four (24) hours of the occurrence of an incident and must be retained for the entire contract execution period and for three (3) years after termination of the contract(s). In accordance with the City's EPP, electronic reports would be preferable and paper versions should be made available to City's Project Managers or designated personnel upon request. Be mindful that the City will not make personal computers available to Contractor(s) personnel.

Be mindful that the equipment provided must be relevant to the specific Scope of Service and not necessarily all locations require vehicles, uniforms, Guard Tour Patrol Systems and visitor logs (see Exhibit 1).

c. Staff Requirements

- *Account Manager*: Contractor(s) must allocate an Account Manager to the City of Berkeley. The Account Manager will be the single point of contact for the City and he or she will oversee contract(s) implementation, address City's needs and ensure City's requirements are met. At least once every three (3) months the Account Manager will provide City's Project Managers or their assigned designees with activity reports that will specify, inter alia: number of patrols, number of incidents, on-site supervision and inspections carried out, training provided, operating procedures updates, duties updates, key performance indicators and performance metrics. The Account Manager shall have prior security experience, know and understand relevant aspects of security business and be cognizant of local government contexts.
- *Security guards*: assigned security guards shall be able to read, speak, understand and write the English language. In detail, personnel must be able to communicate with the public, read signs, report emergencies and write clear and legible incident reports in the English language. High school diploma or General Education Development Certificate (G.E.D.) are desirable credentials. Security guards must possess a current valid registration card issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services, therefore it is presumed they are cleared by the California Department of Justice. In any case, personnel deployed at the City must undergo a background check at the California Department of Justice. The cost of all background checks are for Contractor(s) account.

Staff must be physically and mentally fit to perform the services under this contract. It is required that guards are mentally alert, think in coherent and goal directed fashion, exercise good judgment and are able to make decisions and implement actions to safeguard themselves and others. Guards must be able to follow instructions and assimilate training specific to their duties.

Security guard force deployed at the City is expected to dress and groom in accordance with accepted professional and business standards. Additionally, assigned guards shall not lean against walls, stand

with their hands in their pockets, use cellular phones or similar devices for non-work related purposes or adopt unprofessional conduct and posture.

Upon contracts execution, Contractor(s) shall provide City's Project Managers, or assigned designees, the names of security officers to be assigned at each location, and shall provide ongoing notice of any assignment/name changes throughout the life of the contracts and prior to the change taking effect. The City reserves the right to decline any assignment/change in its sole discretion and this decision shall be final and not subject to appeal. The City will provide a written statement to the Contractor(s) within ten (10) business days, documenting the reason for any such determination.

d. Operational Requirements

- *Twenty four/seven 24/7 security operation center:* Contractor(s) shall maintain a twenty-four hours per day/seven days per week (24/7) communication center, which will support assigned personnel deployed at the City. Assistance will include, but not be limited to, event analysis, triage of events, identification of best responses and event recording.
- *Shifts:* security guards shall not work more than twelve (12) hours in any twenty-four (24) hours period. Contractor(s) shall guarantee service continuity during meal breaks and rest periods of assigned personnel.
- *Supervision:* Contractor(s) shall conduct regular systematic inspection of their staff, and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under the contract(s). Contractor(s) shall provide the City with a synopsis of supervision activities every three (3) months.
- *Work performance:* City's Project Managers, or assigned designees may periodically inspect work performance of assigned personnel and notify the Account Manager via e-mail of any discrepancies, concerns, or unsatisfactory execution of duties.
- *Replacement/substitution:* Contractor(s) shall be readily available to replace absent, late, or discontinued security officers and shall notify the City of such substitutions in advance of a shift.
- *Right of removal:* the City reserves the right to require the prompt removal and replacement of any security officer it determines, in its sole discretion to be unacceptable for any reason. The City's determination of unacceptability shall be final and not subject to appeal. The City will provide a written statement to the Contractor(s) within ten (10) business days documenting the reason for any such determination.
- *Failure to perform:* City's Project Managers or designated personnel will notify the Contractor(s) in writing about failure to perform, shortcomings, or any other matter related to Contract(s)' execution. Contractor(s) shall respond to all received written notifications and, if necessary, redress deficiencies as soon as possible but no later than three (3) business days. Failure to remedy unsatisfactory performance may be grounds for contract termination.
- *Additional services:* the City may require additional scheduled and non-scheduled services at its discretion. City's Project Managers or designated personnel will notify Contractor's as soon as possible if additional needs arise. Contractor(s) are expected to provide additional guard services within twenty-four (24) hours notice unless otherwise agreed. The additional services' maximum rate is established by the hourly rate stipulated in the Price Proposal Sheet (Exhibit no. 4) However, in case of material changes in the scope of services, the City reserves the right to negotiate a lower hourly rate or a lump sum payment.
- *Service reduction:* the City at its discretion may adjust the Contractor's days and/or hours of service up to full termination of service at either a specific facility or all facilities. The City will notify the Contractor of the adjusted schedules/termination of services within a reasonable time frame. The Contractor(s) agree that a reduction in service shall be also reflected in a reduction of the price as stipulated in the Price Proposal Sheet (Exhibit no. 4). The reduction in price shall be calculated by

multiplying the hourly rate per guard by the number of assigned hours per guard by the number of guards relieved from service.

- *Responding and reporting:* in the event of any breach of City's property and any City's security or law violation, Contractor(s) must establish a clear set of procedures for responding and reporting applicable to all guards. The aforementioned procedures must be included in the security handbook and distributed to all security officers and to City's Project Managers or assigned designees. Proposers must clarify, as part of their Proposal, circumstances, conditions, degree, measure and manner in which responses must be applied and, at a minimum, identify how to:
 - investigate unusual or suspicious conditions or activities;
 - prevent trespass, damage or theft of City's property;
 - prevent harm to City's personnel or general public in the area of competence;
 - enforce security regulations;
 - assist with crowd flow;
 - report unsafe or dangerous conditions;
 - report incidents, security or law violations;
 - manage communication flow with the twenty-four/seven (24/7) security operation center; and
 - cooperate with City of Berkeley law enforcement officers.

e. Environmentally Preferable Purchasing Policy (EPP)

Proposers are required to read and familiarize themselves with the City of Berkeley EPP (https://www.cityofberkeley.info/uploadedFiles/Planning_and_Development/Level_3_-_Energy_and_Sustainable_Development/Environmental%20Preferable%20Puchasing%20Resolution.pdf). Proposers are encouraged to provide equipment and adopt procedures that support the City of Berkeley in pursuing its social and environmental goals. In detail, Proposers must clarify if and how they intend to address the:

- purchase of products that include recycled content (e.g. remanufactured equipment, vehicles etc.)
- institution of practices that reduce waste by increasing product efficiency and effectiveness (e.g. online electronic reporting system, fuel efficient vehicles etc.)
- use of products that are durable and long-lasting, and reduce materials that are landfilled
- purchase of products and institution of practices that conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use recycled wood and wood from sustainably harvested forests
- purchase of energy from renewable or green sources in preference to fossil fuels
- purchase of products that are free of mercury and lead and eliminate the use of other persistent bio accumulative toxic chemicals where possible
- use and availability of environmentally preferable products, services and distribution systems that protect human health and the environment.

f. City holidays

There are thirteen (13) recognized City holidays and on one (1) Friday a month, some City offices are closed as a cost saving measure. These days are called VTO days.

- | | |
|-------------------------------|-----------------------------------|
| 1. New Year Day | 8. Labor Day |
| 2. Martin Luther King Jr. Day | 9. Indigenous People's Day |
| 3. Lincoln's Birthday | 10. Veteran's Day |
| 4. President's Birthday | 11. Thanksgiving |
| 5. Malcolm X Birthday | 12. Friday following Thanksgiving |
| 6. Memorial Day | 13. Christmas Day |
| 7. Fourth of July | |

During City holidays and VTO the need for Security Guard Services is reduced or absent. Please refer to Scope of Services (Exhibit 1) for detailed work schedules.

3. Scope of Services (See Exhibit 1)

Details about services for each location are available in Exhibit 1. Be mindful that each Scope of Service has unique requirements (including equipment) and scheduling that integrate and complement the general requirements. Your price and service proposal must take into account the specificities of each Scope of Services.

III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

2. Client References:

Provide a minimum of five (5) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.

3. Price Proposal:

The Price Proposal shall reflect each Scope of Service separately and shall represent an all-inclusive price (i.e. the Contractor(s) will not be entitled to any compensation, reimbursement of expenses or additional payment other than the amounts stated in the Price Proposal). Charges for additional services shall be calculated at a maximum rate equivalent to the hourly rate per guard stipulated in the Price Proposal Sheet (Exhibit no. 4). Reduction in services shall generate proportional reduction in price, calculated by multiplying the hourly rate per guard (Exhibit no. 4) by the number of assigned hours per guard by the number of guards relieved from service.

The Price Proposal table below gives the City a summary view of the total cost for the three (3) year contract base period. Respondents must complete the Price Proposal Sheet (Exhibit no. 4) for each location **and** provide a pricing summary as shown below. Information and pricing included on Exhibit no. 4 must match the pricing detail on the summary sheet.

Price Proposal Summary

| Scope of Service | Year 1 Total Amount | Year 2 Total Amount | Year 3 Total Amount | Grand Total = Year (1+2+3) |
|--|------------------------|------------------------|------------------------|-------------------------------|
| SOS no. 1 | | | | |
| SOS no. 2 | | | | |
| SOS no. 3 | | | | |
| SOS no. 4 | | | | |
| Grand Total = Grand Total SOS no. (1 + 2 + 3 + 4) | | | | |

OPTION YEARS IF EXERCISED

| Scope of Service | Year 4 Total Amount | Year 5 Total Amount | Grand Total = Year (4+5) |
|--|------------------------|------------------------|-----------------------------|
| SOS no. 1 | | | |
| SOS no. 2 | | | |
| SOS no. 3 | | | |
| SOS no. 4 | | | |
| Grand Total = Grand Total SOS no. (1 + 2 + 3 + 4) | | | |

Keep in mind that the City of Berkeley Living Wage Ordinance (“Living Wage”) applicable to the contract(s) is adjusted each June 30th. On June 30, 2018 the Living Wage rates were set at \$15.45 per hour if medical benefits are provided and \$18.01 per hour if medical benefits are not provided. The Living Wage rates may again be adjusted sometime in May, with an effective date of June 30, 2019.

4. Contract Terminations

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party’s name, address, and phone number. Present the vendor’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

5. Financial Standing

Provide a general description of the firm’s financial situation and identify any conditions or circumstances that may impede your ability to complete the project (e.g., bankruptcy, pending litigation, planned office closures, impending merger, and potential labor disputes). Either an audited financial statement or a Dun & Bradstreet or similar report shall be included with your proposal. The statement should clearly identify the financial position of your business entity, as well as that of the overall company structure. The date of this statement should cover a period of at least three (3) years and should be dated no more than twelve (12) months prior to the date of the proposal submission.

6. Staffing and Organization

Submit a project organization chart that clearly shows all communication/reporting relationships among the project staff and assigned work tasks. Provide name (s) and resumes of the proposed Account Manager and all key personnel that will be assigned to this project. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

7. Work Plan, Methodology and Transition Plan

Provide detailed descriptions of how you will meet City’s operational requirements with particular focus on the responding and reporting mechanisms that you will implement. Samples of security handbooks, visitors log, incident report forms, and performance reports are a desirable submission requirement.

Provide a narrative which addresses each Scope of Service, presents the methodology for staffing each Scope of Service, and demonstrates the proposer understands the City’s needs and requirements. Include a brief Transition Plan that clarifies if you intend to retain or hire the staff currently deployed at the City, what are the key transition risks, how you will manage them, the transition timing (incoming and ongoing optimal transition durations), knowledge transfer and cooperation strategies with stakeholders.

8. Employment Practices and Policies

Describe how your firm conducts recruitment in order to ensure a successful retention rate for employees. Provide data or statistics on your firm’s retention history (compare this against industry benchmarks if available). Describe actions, policies, incentives, training, hiring programs, employee turn around rate, safety record or any other firm actions that demonstrate how your employees are selected, trained and managed to provide for a high quality of security services.

9. Social and Environmental Responsibility

Describe how you will support the City of Berkeley in meeting its social and environmental objectives, as laid down in the City of Berkeley EPP. The description shall include your general strategic orientation towards Corporate Social Responsibility, and the specific tools/mechanisms that you will provide the City with in the execution of these Contract(s). Include any equipment and/or process description, certification or standard that supports the City’s EPP.

IV. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

| Lines | Selection Criteria | | Maximum Points |
|--------------|---|---|-----------------------|
| 1 | Price | Submit your price in accordance with the Price Proposal Sheet (Exhibit 4) | 35 |
| 2 | Qualifications | Financial standing, staffing and organization, work plan, methodology and transition plan | 35 |
| 3 | References | Five (5) California cities or other large public sector entities | 10 |
| 4 | Employment Practices and Policies | Employee recruitment practices, training, safety protocols and incentive initiatives for employee retention | 10 |
| 5 | Social and Environmental Responsibility | Corporate Social Responsibility and project specific sustainable strategy | 10 |

A selection panel of City staff representative of each Scope of Service will be convened for selection purposes. The panel will evaluate each proposal against the requirements stated herein. The recommendation of award will be made to the respondent(s) whose proposal(s) represent the best, overall value to the City, price and other factors considered.

V. PAYMENT

Invoices: invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701
Attn: Project Manager/Department

Payments: The City will make payment to the vendor within 30- days of receipt of a correct and complete invoice.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$14.97 (if medical benefits are provided) or \$17.45 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be *printed on both sides of the page* whenever practical.

E. State Prevailing Wage:

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at:
http://www.dir.ca.gov/OPRL/statistics_and_databases.html

VIII. SCHEDULE (dates are subject to change)

- | | |
|--|--------------------------------|
| <input type="checkbox"/> Issue RFP to potential bidders | 04/04/2019 |
| <input type="checkbox"/> Pre-Bid Mandatory Walk-through Conference | 04/17/2019 – 04/18/2019 |
| <input type="checkbox"/> Questions Due | 04/26/2019 |
| <input type="checkbox"/> Issue Question & Answer Addendum | 05/06/2019 |
| <input type="checkbox"/> Proposals due from potential bidders | 05/28/2019 |
| <input type="checkbox"/> Complete Selection Process | 08/06/2019 |
| <input type="checkbox"/> Award of Contract by action of the City Council | 09/10/2019 |
| <input type="checkbox"/> Sign and Process Contract | 09/30/2019 |
| <input type="checkbox"/> Notice to proceed | 10/14/2019 |

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- | | |
|---|--------------|
| • Check List of Required Items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Living Wage Form | Attachment E |
| • Equal Benefits Certification of Compliance | Attachment F |
| • Right to Audit Form | Attachment G |
| • Insurance Endorsement | Attachment H |
| • Scope of Services | Exhibit 1 |
| • List of Berkeley Marina Facilities | Exhibit 2 |
| • Berkeley Marina Waterfront Map | Exhibit 3 |
| • Price Proposals | Exhibit 4 |
| • Pre-Bid Walk Through Schedule | Exhibit 5 |

ATTACHMENT A

CHECKLIST

1. Proposal describing service (one (1) original and six (6) unbound copies)
 - Contractor Identification and Company Information
 - Qualifications, Experience and Client References
 - Price Proposal
2. The following forms, completed and **signed in blue ink** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Living Wage Form Attachment E
 - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F
 - Price Proposal Exhibit 4
 - Price Proposal Summary Page 8-9

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

3. Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker's Compensation
- Right to Audit Form Attachment G
4. Commercial General & Automobile Liability Endorsement Form Attachment H
- Berkeley Business License

For informational purposes only: See Sample of Personal Services Contract that is posted to the City's Bid Page.

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: _____

Address: _____

Business Lic. No.: _____

| Occupational Category: (See reverse side for explanation of terms) | Total Employees | | White Employees | | Black Employees | | Asian Employees | | Hispanic Employees | | Other Employees | |
|---|-------------------------|------|-----------------|------|-----------------|------|-----------------|------|--------------------|------|-----------------|------|
| | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female | Male |
| | Official/Administrators | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | |
| Other (specify) | | | | | | | | | | | | |
| Totals: | | | | | | | | | | | | |

Is your business MBE/WBE/DBE certified? Yes _____ No _____ If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: _____ No: _____

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name:

_____ Title: _____

Signature:

_____ Date: _____

Business Entity:

Contract Description/Specification No: **Citywide Unarmed Security Guard Services 19-11316-C**

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: **Citywide Unarmed Security Guard Services 19-11316-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES _____ **NO** _____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ **NO** _____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ **NO** _____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ **NO** _____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Citywide Unarmed Security Guard Services 19-11316-C**

Section III

-
- ***** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY *****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract **IS / IS NOT** (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

| | | | |
|-----------------|-------|-------------|------|
| Name: | | Vendor No.: | |
| Address: | City: | State: | ZIP: |
| Contact Person: | | Telephone: | |
| E-mail Address: | | Fax No.: | |

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No", continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.**

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _____, in the year _____, at _____,

(City) (State)

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(*Sign and Print*): _____ Date: _____

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: **Citywide Unarmed Security Guard Services 19-11316-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

| Policy No. | Company Providing Policy | Expir. Date |
|------------|--------------------------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to _____, Department of _____, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____

By: _____

Signature of Underwriter's
Authorized Representative

EXHIBIT 1
REQUEST FOR PROPOSALS (RFP)
Specification No. 19-11316-C
PROJECT NAME: CITYWIDE UNARMED SECURITY GUARD SERVICES
SCOPE OF SERVICES 1-4

SCOPE OF SERVICES No. 1
PUBLIC WORKS FACILITIES

LOCATION A - 1947 CENTER STREET – PUBLIC WORKS BUILDING

Minimum number of security guards

One (1) guard for each shift

Work Schedule

- Monday through Friday between 06:00 a.m. and 06:30 p.m.
- Services in connection with Commission Meetings (monthly meetings each held ten (10) times a year):

| Day of each month | Guard Services Begin | Guard Services End | Hours of service |
|-------------------|----------------------|--------------------|------------------|
| First Thursday | 06:45 p.m. | 11:15 p.m. | 04:30 |
| Third Thursday | 06:45 p.m. | 11:15 p.m. | 04:30 |
| Fourth Wednesday | 06:30 p.m. | 08:45 p.m. | 02:15 |
| Fourth Thursday | 06:30 p.m. | 09:45 p.m. | 03:15 |

- City holidays are excluded
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4

Daily Services

1. Conduct morning check of the premises to detect signs of intrusion, suspicious or illegal occurrences and unsafe or dangerous circumstances
2. Raise flag(s) after dawn
3. Unlock public access doors
4. Be a visible presence in the gate entrance area
5. Monitor and authorize entrance and departure of City’s employees, Tenant’s employees and visitors
6. Register visitors to the building in the visitor log and distribute visitor passes
7. Direct visitors and provide information regarding City Services as instructed by City’s designated personnel
8. Conduct evening inspections to secure that gates, doors and windows are closed and/or properly secured
9. Lower flag(s) before dusk
10. Fold and store flag(s)
11. Assist with emergency evacuation drills or actual evacuations as needed
12. Ensure the security, safety and well-being of all personnel, visitors and City’s property
13. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
14. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
15. Respond to emergencies to provide necessary assistance to employees and visitors
16. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
17. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

LOCATION B – 2180 MILVIA STREET – CIVIC CENTER

Minimum number of security guards

One (1) guard for each shift

Work Schedule

- Monday through Friday between 07:45 a.m. and 05:30 p.m.
- Saturday between between 03:30 p.m. and 04:00 p.m. (see Specific Services section below)
- Services in connection with Commission Meetings (monthly meetings each held ten (10) times a year):

| Day of each month | Guard Services Begin | Guard Services End | Hours of service |
|-------------------|----------------------|--------------------|------------------|
| First Monday | 06:45 p.m. | 09:15 p.m. | 02:30 |
| Second Wednesday | 06:45 p.m. | 09:15 p.m. | 02:30 |
| Third Wednesday | 06:45 p.m. | 09:15 p.m. | 02:30 |
| Third Thursday | 06:45 p.m. | 09:45 p.m. | 03:00 |

- City holidays are excluded
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4

Daily Services

1. Conduct morning check of the premises to detect signs of intrusion, suspicious or illegal occurrences and unsafe or dangerous circumstances
2. Unlock public access doors
3. Be a visible presence in the gate entrance area
4. Monitor and authorize entrance and departure of City’s employees and visitors as instructed
5. Require visitors to the building to register in the visitor log and distribute visitor passes
6. Direct visitors and provide information regarding City Services as instructed by City’s designated personnel
7. Distribute information and material provided by the City of Berkeley as appropriated or when instructed
8. Conduct evening inspections to secure that gates, doors and windows are closed and/or properly secured
9. At the end of the day, lock and secure all equipment in the lobby desk drawer
10. Assist with emergency evacuation drills or actual evacuations as needed
11. Ensure the security, safety and well-being of all personnel, visitors and City’s property
12. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
13. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
14. Respond to emergencies to provide necessary assistance to employees and visitors
15. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
16. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

Specific Services

Every Saturday a guard must lock the Civic Center exterior toilets after the Downtown Farmers Market ends. Toilets must be made available to citizens during the Downtown Farmers Market and City staff is opening them in the morning. At 03:30 p.m. every Saturday (unless otherwise directed) a security guard must close the Civic Center exterior toilet. The overall service time will not exceed half (1/2) hour. When performing this service Guards must report unsafe or dangerous conditions and suspicious or unusual activities to City’s designated personnel and law enforcement authorities if needed.

Occasionally, during special events, guards will be requested to open and close the Civic Center exterior toilets. This will be considered as an additional specific service “on an as-needed basis” and will be computed as: one (1) guard in service by half (1/2) hour of service for opening and half (1/2) hour of service for closing by the hourly rate as established in the Price Proposal Sheet (Exhibit no. 4).

LOCATION C – 1326 ALSTON STREET – CORPORATION YARD

Minimum number of security guards

One (1) guard for each shift

Context and general information

Police fuel their vehicles and use restrooms at the Corporation Yard. Occasionally, police leave in a hurry for emergency calls and guards shall make sure fuel hoses are secured, properly placed and no fuel spills occur. In the event of a spill, guards must cover the area with the designated spill absorbent located in the vicinity.

Accessing gas requires a special key; consequently, only authorized personnel can fuel vehicles.

Lights at the Corporation Yard are regulated by a photocell and will turn on automatically as it gets dark. Lights in the surrounding park usually go out at 10:00 p.m.

Work schedule

- Monday through Friday between 04:00 p.m. and 08:00 a.m.
- Saturday 08:00 a.m. through Monday 08:00 a.m. (forty-eight 48 hours coverage)
- City holidays are included and twenty-four (24) hour coverage is required on City holidays
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4

Daily Services

1. Be a visible presence in the booth at the entrance gate
2. Conduct hourly patrols to detect signs of intrusion, suspicious or illegal occurrences and unsafe or dangerous circumstances (the area includes four (4) stock stations to be inspected at every patrol)
3. Monitor and authorize entrance and departure of City’s employees, visitors and deliveries
4. Monitor and record details (including license plates) of incoming and outgoing vehicles
5. Direct visitors and provide information as requested
6. Lock and unlock rooms when instructed by City’s Project Manager or designated personnel
7. Assist with emergency evacuation drills or actual evacuations as needed
8. Ensure the security, safety and well-being of all personnel, visitors and City’s property
9. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
10. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
11. Respond to emergencies to provide necessary assistance to employees and visitors
12. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
13. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

Additional requirements

A Guard Tour Patrol System shall be installed in this location and patrolling data shall be provided to City’s Project Manager or designated personnel. Guards on duty shall report the hourly patrolling activities into the Guard Tour Patrol System and information must be referred to City’s Project Manager or designated personnel.

LOCATION D – 1201 SECOND STREET – TRANSFER STATION

Minimum number of security guards

One (1) guard for each shift

Work schedule

- Monday through Friday between 09:00 p.m. and 05:00 a.m.
- Saturday 05:00 p.m. through Monday 05:00 a.m., thirty-six 36 hours coverage
- Twenty-four (24) hours service is required on the following City holidays:
 - New Year's Day
 - Thanksgiving Day
 - Christmas Day
- The City may require additional services "on an as-needed basis" and these services will be charged separately at the hourly rate indicated under Exhibit 4

Daily Services

1. Be a visible presence in the yard and at entrance gates
2. Monitor access areas and authorize entrance and departure of City's employees, visitors and deliveries
3. Conduct hourly patrols to detect signs of intrusion, suspicious or illegal occurrences and unsafe or dangerous circumstances (there are eight (8) stock stations to be inspected during every patrol)
4. Record and collect evidence (e.g. target plates if available, pictures, videos, descriptions etc.) of trucks along the perimeter
5. Assist with emergency evacuation drills or actual evacuations as needed
6. Ensure the security, safety and well-being of all personnel, visitors and City's property
7. Report any unsafe or dangerous condition or circumstance to City's designated personnel
8. Report unusual or suspicious activities to law enforcement authorities and City's designated personnel
9. Respond to emergencies to provide necessary assistance to employees and visitors
10. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
11. A report must be provided at the end of every shift to City's designated personnel
12. Perform ad hoc services of the same general nature as requested by the City

Additional requirements

A "Guard Tour Patrol System" shall be installed in this location and patrolling data shall be provided to City's Project Manager or designated personnel. Guards on duty shall report the hourly patrolling activities into the Guard Tour Patrol System and information must be referred to City's Project Manager or designated personnel.

LOCATION E – 2939 ELLIS STREET – SOUTH SENIOR CENTER

Minimum number of security guards

One (1) guard for each shift

Work schedule

- Monday through Wednesday between 12:00 p.m. and 05:00 p.m.
- City holidays are excluded
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4

Daily Services

1. Patrol the premises of the senior center facility, including courtyard and parking lot areas, to detect signs of suspicious or illegal occurrences and unsafe or dangerous circumstances
2. Regularly check restrooms for any behavior in violation of Senior Center Code of Conduct
3. Provide senior center members and visitors with directions
4. Conduct evening inspections to secure that gates, doors and windows are closed and/or properly secured
5. Assist senior center staff in de-escalating disruptive behavior, and escorting disruptive individuals out if necessary
6. Patrol parking lot to ensure vehicles are not parked illegally, and no solicitors occupy the area
7. Assist with emergency evacuation drills or actual evacuations as needed
8. Ensure the security, safety and well-being of all personnel, visitors and City’s property
9. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
10. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
11. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
12. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

LOCATION F – 1900 SIXTH STREET– WEST SENIOR CENTER

Minimum number of security guards

One (1) guard for each shift

Work schedule

- Monday through Wednesday between 08:00 a.m. and 02:00 p.m.
- City holidays are excluded
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4
- Services at this location are expected to be performed for approximately twelve (12) months

Daily Services

1. Patrol the premises of the senior center facility, including courtyard and parking lot areas, to detect signs of suspicious or illegal occurrences and unsafe or dangerous circumstances
2. Regularly check restrooms for any behavior in violation of Senior Center Code of Conduct
3. Provide senior center members and visitors with directions
4. Conduct morning inspections to secure that gates, doors and windows are closed and/or properly secured
5. Assist senior center staff in de-escalating disruptive behavior, and escorting disruptive individuals out if necessary
6. Patrol parking lot to ensure vehicles are not parked illegally, and no solicitors occupy the areas
7. Assist with emergency evacuation drills or actual evacuations as needed
8. Ensure the security, safety and well-being of all personnel, visitors and City’s property
9. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
10. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
11. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
12. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

LOCATION G – 1901 HEARST AVENUE – NORTH SENIOR CENTER

Minimum number of security guards

One (1) guard for each shift

Work schedule

- Monday through Wednesday between 08:00 a.m. and 02:00 p.m.
- City holidays are excluded
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4
- Services at this location are expected to commence on July 1, 2020

Daily Services

1. Patrol the premises of the senior center facility, including courtyard and parking lot areas, to detect signs of suspicious or illegal occurrences and unsafe or dangerous circumstances
2. Regularly check restrooms for any behavior in violation of Senior Center Code of Conduct
3. Provide senior center members and visitors with directions
4. Conduct morning inspections to secure that gates, doors and windows are closed and/or properly secured
5. Assist senior center staff in de-escalating disruptive behavior, and escorting disruptive individuals out if necessary
6. Patrol parking lot to ensure vehicles are not parked illegally, and no solicitors occupy the areas
7. Assist with emergency evacuation drills or actual evacuations as needed
8. Ensure the security, safety and well-being of all personnel, visitors and City’s property
9. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
10. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
11. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
12. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

SCOPE OF SERVICES No. 2 PARKS RECREATION AND WATERFRONT

201 UNIVERSITY AVENUE - CITY OF BERKELEY WATERFRONT

Context and general information

The City of Berkeley Waterfront consists of the one-thousand-one-hundred (1,100) slip Berkeley Marina, one hundred (100) acres of parks surrounding the fifty-two (52) acre marina harbor, and a number of facilities and commercial businesses located throughout the property. The marina facilities consist of fourteen (14) docks, eleven (11) parking lots, nine (9) public and slip holder restroom/shower facilities, a public boat launch, and Parks Department recreational facilities, as further detailed in Exhibit 2. The commercial businesses include restaurants, a hotel, commercial office space, a retail marine store, a boatyard, and yacht and sailing clubs, also detailed in Exhibit 2. A map of the Berkeley Waterfront identifying these locations can be found in Exhibit 3.

Minimum number of security guards

One (1) guard for each shift

Work schedule

- Monday through Sunday, seven (7) days a week, from 10:00 p.m. to 06:00 a.m. (fifty-six 56 hours coverage)
- City holidays are included
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4

Daily Services

1. Conduct vehicle and foot patrols throughout City’s property (see Exhibit 2 for details) to detect signs of suspicious or illegal occurrences and unsafe or dangerous circumstances
2. Be a visible presence in the City of Berkeley Waterfront to deter and prevent crime or illegal activities
3. Record and collect evidence (e.g. target plates if available, pictures, videos, descriptions etc.) of vehicles, recreational vehicles and similar, lingering in the area or unlawfully camping
4. Conduct inspections along the dock area to secure that gates, and access areas are locked and/or properly secured
5. Patrol restroom and shower facilities to make sure that no unauthorized persons are occupying the facilities and restrooms are locked and/or properly secured
6. Patrol parking lot to ensure vehicles are not parked illegally and enforce parking rules at the direction of City’s Project Manager or designated personnel
7. Ensure the security, safety and well-being of all personnel, visitors and City’s property
8. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
9. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
10. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
11. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

Additional requirements

Patrols under this Scope of Services must be performed on foot and with a vehicle. Vehicles must be in good operational conditions to perform the mobile vehicle patrol, including maintenance and fuel. All vehicles must exhibit company name, logo, Contractor’s State license number and utilize a roof mounted strobe beacon light. At its discretion, the City may require that a removable City logo be attached to all vehicles assigned to use on this contract. Contractor shall have the capability to temporarily replace vehicles as needed due to accidents or malfunctions within a reasonable time frame at all times.

A Guard Tour Patrol System shall be installed in this location and patrolling data shall be provided to City's Project Manager or designated personnel. Guards on duty shall report the hourly patrolling activities into the Guard Tour Patrol System and information must be referred to City's Project Manager or designated personnel.

SCOPE OF SERVICES No. 3 HEALTH, HOUSING AND COMMUNITY SERVICES

LOCATION A – 1521 UNIVERSITY AVENUE – MENTAL HEALTH DIVISION

Minimum number of security guards

One (1) guard for each shift

Work schedule

- Monday through Friday from 08:00 a.m. to 04:00 p.m.
- City holidays are excluded
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4
- Services at this location are expected to be performed for approximately twelve (12) months

Daily Services

1. Conduct morning check of the premises to detect signs of intrusion, suspicious or illegal occurrences and unsafe or dangerous circumstances
2. Be a visible presence in the gate entrance area
3. Greet visitors in a friendly manner, welcoming them to the site
4. Direct all visitors to the front desk area for the check-in procedure performed by the Health, Housing and Community Services personnel
5. Accompany and escort visitors as instructed by City personnel
6. Assist with emergency evacuation drills or actual evacuations as needed
7. Ensure the security, safety and well-being of all personnel, visitors and City’s property
8. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
9. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
10. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
11. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

Additional Requirements

Security guards shall not wear uniforms at this facility, unless directed otherwise. Guards must wear civilian clothes (dress code: business casual, preferably dark color trousers and light color shirt, no jeans or sport clothes) and display a badge with Contractor’s insignia, unique identification number and picture

LOCATION B – 1890 ALCATRAZ AVENUE - ADULT DAY HEALTH CENTER

Minimum number of security guards

One (1) guard for each shift

Work schedule

- Monday through Friday from 08:00 a.m. to 04:00 p.m.
- City holidays are excluded
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4
- Services at this location are expected to be performed for approximately twelve (12) months

Daily Services

1. Conduct morning check of the premises to detect signs of intrusion, suspicious or illegal occurrences and unsafe or dangerous circumstances
2. Be a visible presence in the gate entrance area
3. Greet visitors in a friendly manner, welcoming them to the site
4. Direct all visitors to the front desk area for the check-in procedure performed by the Health, Housing and Community Services personnel
5. Accompany and escort visitors as instructed by City personnel
6. Assist with emergency evacuation drills or actual evacuations as needed
7. Ensure the security, safety and well-being of all personnel, visitors and City’s property
8. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
9. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
10. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
11. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

Additional Requirements

Security guards shall not wear uniforms at this facility, unless directed otherwise. Guards must wear civilian clothes (dress code: business casual, preferably dark color trousers and light color shirt, no jeans or sport clothes) and display a badge with Contractor’s insignia, unique identification number and picture

LOCATION C – 2640 MARTIN LUTHER KING JR WAY - MENTAL HEALTH CLINIC

Minimum number of security guards

One (1) guard for each shift

Work schedule

- Monday through Friday from 08:00 a.m. to 04:00 p.m.
- City holidays are excluded
- The City may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated under Exhibit 4
- Services at this location are expected commence on or about 1 July 2020, currently the mental health clinic is under renovation

Daily Services

1. Conduct morning check of the premises to detect signs of intrusion, suspicious or illegal occurrences and unsafe or dangerous circumstances
2. Be a visible presence in the gate entrance area
3. Greet visitors in a friendly manner, welcoming them to the site
4. Direct all visitors to the front desk area for the check-in procedure performed by the Health, Housing and Community Services personnel
5. Accompany and escort visitors as instructed by City personnel
6. Assist with emergency evacuation drills or actual evacuations as needed
7. Ensure the security, safety and well-being of all personnel, visitors and City’s property
8. Report any unsafe or dangerous condition or circumstance to City’s designated personnel
9. Report unusual or suspicious activities to law enforcement authorities and City’s designated personnel
10. Complete and submit daily reports by recording observations, information, occurrences, and surveillance activities
11. Perform ad hoc services of the same general nature as requested by the City’s Project Manager or designated personnel

Additional Requirements

Security guards shall not wear uniforms at this facility, unless directed otherwise. Guards must wear civilian clothes (dress code: business casual, preferably dark color trousers and light color shirt, no jeans or sport clothes) and display a badge with Contractor’s insignia, unique identification number and picture

SCOPE OF SERVICES No. 4 BERKELEY PUBLIC LIBRARY

Context and general information

Security Services shall be provided at the Central Library on a regular basis. Upon request from Library’s Circulation Services Manager or other designated personnel, services will be provided at Library location(s) other than the Central Library.

| Location | Address | Floors | Approx. Sq. Ft. | Note |
|------------------|------------------------|--------|-----------------|-----------------|
| Central Library | 2090 Kittredge Street | 5 | 100,000 | Daily |
| North Branch | 1170 The Alameda | 2 | 9,350 | As-needed basis |
| THP South Branch | 1901 Russell Street | 1 | 8,656 | As-needed basis |
| West Branch | 1125 University Avenue | 1 | 9,400 | As-needed basis |
| Claremont Branch | 2940 Benvenue Avenue | 1 | 5,785 | As-needed basis |

Minimum number of security guards

Two (2) guards for each shift

Work Schedule

- Security officers shall arrive for duty fifteen (15) minutes prior to Public Open Hours, and shall remain fifteen (15) minutes after the public closing time. The current Library timetable is the following:

| Day | Guard Services Begin | Public Open Hours | Guard Services End |
|-----------|----------------------|-------------------------|--------------------|
| Sunday | 12:45 p.m. | 01:00 p.m. – 05:00 p.m. | 05:15 p.m. |
| Monday | 11:45 a.m. | 12:00 p.m. – 08:00 p.m. | 08:15 p.m. |
| Tuesday | 09:45 a.m. | 10:00 a.m. – 08:00 p.m. | 08:15 p.m. |
| Wednesday | 09:45 a.m. | 10:00 a.m. – 06:00 p.m. | 06:15 p.m. |
| Thursday | 09:45 a.m. | 10:00 a.m. – 06:00 p.m. | 06:15 p.m. |
| Friday | 09:45 a.m. | 10:00 a.m. – 06:00 p.m. | 06:15 p.m. |
| Saturday | 09:45 a.m. | 10:00 a.m. – 06:00 p.m. | 06:15 p.m. |

- Library hours are subject to change. Such change will be communicated to the Contractor by the Circulation Services Manager or other designated personnel
- City holidays are excluded, however be mindful that Library recognized holiday closures may differ and are subject to change. Any change will be communicated to the Contractor by the Circulation Services Manager or other designated personnel
- The Library may require additional services “on an as-needed basis” and these services will be charged separately at the hourly rate indicated in Exhibit 4

Daily Activities

- Conduct morning check of the premises to detect signs of intrusion, suspicious or illegal occurrences and unsafe or dangerous circumstances

2. Regularly monitor and patrol all Library spaces, including exterior and perimeter areas
3. Monitor Library property, electronic equipment and other Library assets
4. Maintain a visible presence at main entry area or in other assigned security post(s)
5. Direct visitors and provide information regarding Library Services as instructed
6. Distribute information and material in reference to public security provided by the Berkeley Public Library as appropriate or when instructed
7. Conduct evening inspections to secure that gates, doors and windows are closed and/or properly secured
8. Arm alarm system and secure access with Library furnished keys, key cards and security codes as instructed
9. Safely keep and store Library keys, key cards, and security codes
10. Refrain from all acts of fraternization with Library staff and/or the members of the public at all times while on duty
11. Assist with emergency evacuation drills or actual evacuations as needed
12. Ensure the security, safety and well-being of all personnel, members of the public and Library property
13. Report any unsafe or dangerous condition or circumstance to the Circulation Services Manager or other designated personnel
14. Report unusual or suspicious activities to law enforcement authorities and to the Circulation Services Manager or other designated personnel
15. Respond to emergencies to provide necessary assistance to staff and members of the public
16. Complete daily reports by recording observations, information, occurrences, and surveillance activities
17. Perform ad hoc services of the same general nature as requested by the Circulation Services Manager or other designated personnel

Additional requirements

Security guards shall be accountable for all Library furnished keys, key cards, and security codes at all times. Lost keys, key cards, or compromised codes shall be immediately reported to the Circulation Services Manager or other designated personnel. If the Contractor's staff and officers are responsible for the loss of any key, key card, or the disclosure of any code, all replacement costs including any security system reset or other reconfiguration shall be borne by the Contractor.

Security officers are responsible for familiarizing themselves with the alarm systems at the assigned Library work site. If a false alarm is determined to have been caused by the Contractor, including its staff and officers, the Contractor agrees that it shall bear the full costs to the Library arising from such an incident.

Any charge incurred by the Library resulting from an action(s) of the Contractor, its staff and officers, shall be deducted from the Contractor's invoicing.

EXHIBIT 2
REQUEST FOR PROPOSALS (RFP)
Specification No 19-11316-C
PROJECT NAME: CITYWIDE UNARMED SECURITY GUARD SERVICES
BERKELEY MARINA FACILITIES

The City of Berkeley Waterfront consists of the one-thousand-one-hundred (1,100) slip Berkeley Marina, one hundred (100) acres of parks surrounding the fifty-two (52) acre marina harbor, and a number of facilities and commercial businesses located throughout the property. The Berkeley Marina facilities at present are:

Parking Lots

1. Public Boat launch Parking Lots
2. B-C / D-E Parking Lot
3. Marina Boulevard Parking Lot
4. F-G / H-I Parking Lot
5. J-K (Hana Japan) Parking Lot
6. South Cove East / West Parking Lots
7. L-M Parking Lot
8. Seawall Drive Parking Lot
9. Hs. Lordship's Parking Lot
10. Skate's Parking Lot
11. N-O / Berkeley Yacht Club Parking Lot

Restroom / Shower Facilities

1. B-C Public Restrooms (west side)
2. B-C Slip holder Restrooms/Showers/Laundry (east side)
3. D-E Slip holder Restrooms/Showers
4. F-G / H-I Slip holder Restrooms/Showers
5. K Dock Public Restrooms
6. L-M Slip holder Restrooms/Showers
7. N-O Slip holder Restrooms/Showers
8. Shorebird Park Public Restrooms
9. South Cove Public Restrooms

Docks

1. Public Boat Launch Staging Docks
2. B-C Docks (1 gate)
3. D-E Docks (1 gate)
4. F-G Docks (1 gate)
5. H-I Dock (1 gate)
6. J Docks (1 gate)
7. K Dock (1 gate)
8. L Docks (1 gate)
9. M Docks (1 gate)
10. N Dock (1 gate)
11. O Docks (1 gate)
12. Berkeley Pier (closed to the public at all times)
13. South Cove Floating Docks
14. Marina Impound Dock (located at old Ferry Pier east of J Dock)

Facilities / Businesses

1. Berkeley Marine Center / Boatyard
2. Berkeley Marina Dry Storage Yards
3. Double Tree Hotel
4. Hana Japan Restaurant / Berkeley Sportsman's Center (Bait Shop)
5. Berkeley Marina Office
6. Berkeley Marina Corporation Yard
7. 125-127 University Avenue Commercial Office Building
8. Skate's Restaurant
9. Berkeley Yacht Club
10. Hs. Lordship's Restaurant (closed)
11. Shorebird Park Nature Center & Classrooms
12. Cal Adventures / Cal Sailing Club

A map of the Berkeley Waterfront identifying these locations can be found in Exhibit 3.

EXHIBIT 3
REQUEST FOR PROPOSALS (RFP)
Specification No 19-11316-C
PROJECT NAME: CITYWIDE UNARMED SECURITY GUARD SERVICES
BERKELEY WATERFRONT MAP



**EXHIBIT 4
 REQUEST FOR PROPOSALS (RFP)
 Specification No. 19-11316-C
 PROJECT NAME: CITYWIDE UNARMED SECURITY GUARD SERVICES
 PRICE PROPOSAL SHEETS FOR SCOPE OF SERVICES 1-4**

SCOPE OF SERVICES No. 1 - PUBLIC WORKS

LOCATION A - 1947 CENTER STREET – PUBLIC WORKS BUILDING

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|--------------------------------|---------------|--------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| 11/01/2020 - 10/31/2021 | \$ | \$ |
| 11/01/2021 - 10/31/2022 | \$ | \$ |
| TOTAL PRICE FOR 3 YEARS | \$ | \$ |

Option Years if Exercised

| | | |
|-------------------------|----|----|
| 11/01/2022 - 10/31/2023 | \$ | \$ |
| 11/01/2023 - 10/31/2024 | \$ | \$ |

LOCATION B – 2180 MILVIA STREET – CIVIC CENTER

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|--------------------------------|---------------|--------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| 11/01/2020 - 10/31/2021 | \$ | \$ |
| 11/01/2021 - 10/31/2022 | \$ | \$ |
| TOTAL PRICE FOR 3 YEARS | \$ | \$ |

Option Years if Exercised

| | | |
|-------------------------|----|----|
| 11/01/2022 - 10/31/2023 | \$ | \$ |
| 11/01/2023 - 10/31/2024 | \$ | \$ |

LOCATION C – 1326 ALSTON STREET – CORPORATION YARD

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|--------------------------------|---------------|--------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| 11/01/2020 - 10/31/2021 | \$ | \$ |
| 11/01/2021 - 10/31/2022 | \$ | \$ |
| TOTAL PRICE FOR 3 YEARS | \$ | \$ |

Option Years if Exercised

| | | |
|-------------------------|----|----|
| 11/01/2022 - 10/31/2023 | \$ | \$ |
| 11/01/2023 - 10/31/2024 | \$ | \$ |

LOCATION D – 1201 SECOND STREET – TRANSFER STATION

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|--------------------------------|---------------|--------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| 11/01/2020 - 10/31/2021 | \$ | \$ |
| 11/01/2021 - 10/31/2022 | \$ | \$ |
| TOTAL PRICE FOR 3 YEARS | \$ | \$ |

Option Years if Exercised

| | | |
|-------------------------|----|----|
| 11/01/2022 - 10/31/2023 | \$ | \$ |
| 11/01/2022 - 10/31/2024 | \$ | \$ |

LOCATION E – 2939 ELLIS STREET – SOUTH SENIOR CENTER

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|--------------------------------|----------------------|---------------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| 11/01/2020 - 10/31/2021 | \$ | \$ |
| 11/01/2021 - 10/31/2022 | \$ | \$ |
| TOTAL PRICE FOR 3 YEARS | \$ | \$ |

Option Years if Exercised

| | | |
|-------------------------|----|----|
| 11/01/2022 - 10/31/2023 | \$ | \$ |
| 11/01/2022 - 10/31/2024 | \$ | \$ |

LOCATION F – 1900 SIXTH STREET – WEST SENIOR CENTER

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|-------------------------------|----------------------|---------------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| TOTAL PRICE FOR 1 YEAR | \$ | \$ |

LOCATION G – 1901 HEARST AVENUE – NORTH SENIOR CENTER

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|--------------------------------|----------------------|---------------------|
| 11/01/2020 - 10/31/2021 | \$ | \$ |
| 11/01/2021 - 10/31/2022 | \$ | \$ |
| TOTAL PRICE FOR 2 YEARS | \$ | \$ |

Option Years if Exercised

| | | |
|-------------------------|----|----|
| 11/01/2022 - 10/31/2023 | \$ | \$ |
| 11/01/2023 - 10/31/2024 | \$ | \$ |

SCOPE OF SERVICES No. 2 – CITY OF BERKELEY WATERFRONT

201 UNIVERSITY AVENUE - CITY OF BERKELEY WATERFRONT

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|--------------------------------|----------------------|---------------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| 11/01/2020 - 10/31/2021 | \$ | \$ |
| 11/01/2021 - 10/31/2022 | \$ | \$ |
| TOTAL PRICE FOR 3 YEARS | | |

Option Years if Exercised

| | | |
|-------------------------|----|----|
| 11/01/2022 - 10/31/2023 | \$ | \$ |
| 11/01/2023 - 10/31/2024 | \$ | \$ |

**SCOPE OF SERVICES No. 3
 HEALTH, HOUSING AND COMMUNITY SERVICES**

LOCATION A – 1521 UNIVERSITY AVENUE – MENTAL HEALTH DIVISION

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|-------------------------|---------------|--------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| TOTAL PRICE FOR 1 YEAR | \$ | \$ |

LOCATION B – 1890 ALCATRAZ AVENUE - ADULT DAY HEALTH CENTER

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|-------------------------|---------------|--------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| TOTAL PRICE FOR 1 YEAR | \$ | \$ |

LOCATION C – 2640 MARTIN LUTHER KING JR WAY - MENTAL HEALTH CLINIC

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|-------------------------|---------------|--------------|
| 11/01/2020 - 10/31/2021 | \$ | \$ |
| 11/01/2021 - 10/31/2022 | \$ | \$ |
| TOTAL PRICE FOR 2 YEARS | \$ | \$ |

Option Years if Exercised

| | | |
|-------------------------|----|----|
| 11/01/2022 - 10/31/2023 | \$ | \$ |
| 11/01/2023 - 10/31/2024 | \$ | \$ |

**SCOPE OF SERVICES No. 4
BERKELEY PUBLIC LIBRARY**

2090 KITTREDGE STREET - CENTRAL LIBRARY

| DATES | MONTHLY PRICE | ANNUAL PRICE |
|--------------------------------|---------------|--------------|
| 11/01/2019 - 10/31/2020 | \$ | \$ |
| 11/01/2020 - 10/31/2021 | \$ | \$ |
| 11/01/2021 - 10/31/2022 | \$ | \$ |
| TOTAL PRICE FOR 3 YEARS | \$ | \$ |

Option Years if Exercised

| | | |
|-------------------------|----|----|
| 11/01/2022 - 10/31/2023 | \$ | \$ |
| 11/01/2023 - 10/31/2024 | \$ | \$ |

SCOPE OF SERVICES No. 1 - 4
HOURLY RATE APPLICABLE TO ALL SCOPE OF SERVICES

| DATES | HOURLY RATE |
|-------------------------|-------------|
| 11/01/2019 - 10/31/2020 | \$ |
| 11/01/2020 - 10/31/2021 | \$ |
| 11/01/2021 - 10/31/2022 | \$ |

Options Years if Exercised

| | |
|-------------------------|----|
| 11/01/2022 - 10/31/2023 | \$ |
| 11/01/2023 - 10/31/2024 | \$ |

- *Additional services:* the City may require additional scheduled and non-scheduled services at its discretion. City's Project Managers or designated personnel will notify Contractor's as soon as possible if additional needs arise. Contractor(s) are expected to provide additional guard services within twenty-four (24) hours' notice unless otherwise agreed. The additional services' maximum rate is established by the hourly rate per guard as herein stipulated. In case of material changes in the scope of services, the City reserves the right to negotiate a lower hourly rate or a lump sum payment.
- *Service reduction:* the City at its discretion may adjust the Contractor's days and/or hours of service up to full termination of service at either a specific facility or all facilities. The City will notify the Contractor of the adjusted schedules/termination of services within a reasonable time frame. The Contractor(s) agree that a reduction of service will be also reflected in a reduction of price. The reduction in price shall be calculated by multiplying the hourly rate per guard herein stipulated by the number of assigned hours per guard by the number of guards relieved from service.

EXHIBIT 5
Specification No. 19-11316-C
PROJECT NAME: CITYWIDE UNARMED SECURITY GUARD SERVICES

PRE-BID WALK THROUGH CONFERENCE

The City will conduct a pre-bid walk through for all of the sites. Please be mindful that all walk through are mandatory. In Order for the City to consider a proposal, the vendor will need to have attended all mandatory pre-bid conference sites.

MANDATORY:

The starting point both days will be 2180 Milvia Street.

A mandatory walk through for each site will be considered on the following dates:

Wednesday, April 17, 2019 from 9:00 a.m. to 4:00 p.m.

| | | | |
|------------------------|-----------------------------|--------------------|------------|
| SOS No. 1 – Location B | Civic Center Building | 2180 Milvia Street | 09:00 a.m. |
| SOS No. 1 – Location A | Public Works Building | 1947 Center Street | 10:00 a.m. |
| SOS No. 1 – Location E | South Senior Center | 2939 Ellis Street | 11:00 a.m. |
| SOS No. 1 – Location C | Corporation Yard | 1326 Allston Way | 11:45 a.m. |
| SOS No. 1 – Location F | West Senior Center | 1900 Sixth Street | 01:15 p.m. |
| SOS No. 1 – Location D | Zero Waste/Transfer Station | 1201 Second Street | 02:00 p.m. |
| SOS No. 1 – Location G | North Senior Center | 1901 Hearst Avenue | 03:00 p.m. |

Thursday, April 18, 2019 from 9:00 a.m. to 3:00 p.m.

| | | | |
|------------------------|-------------------------|------------------------|------------|
| SOS No. 4 | Central Library | 2090 Kittredge Street | 09:00 a.m. |
| SOS No. 3 – Location B | Adult Day Health Center | 1890 Alcatraz Avenue | 11:00 a.m. |
| SOS No. 3 – Location A | Mental Health Division | 1521 University Avenue | 01:00 p.m. |
| SOS No. 2 | City of Berkeley Marina | 201 University Avenue | 02:00 p.m. |