

REQUEST FOR PROPOSAL (RFP)

SECURITY SERVICES

REQUEST FOR PROPOSAL DATE: September 22, 2017

PROPOSALS DUE Not Later Than: 3:00PM (Mountain Time), October 27, 2017

RFP # <u>2017-06</u>

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1. General Information:

A. Overview: The Pueblo City-County Library District (herein after PCCLD, library district, or library) is soliciting proposals from qualified firms to perform safety and security services for the library district.

B. Schedule:

RFP issued and posted on library website	September 22, 2017
Pre-Proposal Conference—Mandatory—10:3	0 am
Rawlings Library, Bret Kelly B meeting roo	om October 3, 2017
Questions about RFP due by 3:00 pm	October 9, 2017
Proposals due by 3:00 pm (Mountain Time) October 27	
Rating and preliminary selection	November 24, 2017
Interviews with selected vendors	November 27-December 1, 2017
Award of Security Services contract	December 15, 2017
Contracted services commence	February 1, 2018

C. Submittal: Proposals are to be submitted in sealed envelopes, clearly identified with the RFP number and title, to:

Pueblo City-County Library District ATTN: Sherri Baca 100 East Abriendo Ave. Pueblo, CO. 81004

Each complete submission is to include a signed original, three complete printed copies, and one digital version on a USB. All proposals are to be created using a recent version of Microsoft Office Word and/or .pdf file. Proposals delivered after the above required date and time will be received, but will not be considered and will be rejected for lateness.

D. Points of Contact: Questions and requests for clarification regarding this RFP must be addressed via US mail or email by 3 pm (Mountain Time), October 9, 2017, to:

Pueblo City-County Library District ATTN: Jon Walker 100 E. Abriendo Avenue Pueblo, CO 81004 Email: jon.walker@pueblolibrary.org Questions and requests for clarifications may be sent via email, provided that the RFP number, Title, and the words "question" and/or "clarification" are identified in the subject area of the email. Questions and requests without this subject identification may be considered routine emails and may not be addressed.

All questions and requests for clarification will be responded to on PCCLD's web site http://www.pueblolibrary.org/about/requests (click on request for bids) by **October 13, 2017**. Any responses by PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted on the web site as an addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless posted as an official addendum on the web site.

Communication from any other source, other than the above, should be considered as invalid with regard to this RFP.

2. General Terms & Conditions:

- **A. Interested Parties:** All interested vendors are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.
- **B.** Tax Exemption: PCCLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. Following the contract award, an exemption certificate will be furnished by PCCLD if the vendor requests.
- **C. Expenses:** PCCLD assumes no liability for payment of expenses incurred by vendors in the preparation and submission of proposals in response to this invitation.
- **D.** Non-Discrimination: The vendor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
- **E. Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful vendor and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.
- **F. Open Record:** Proposals submitted to PCCLD for consideration will become the property of PCCLD and be subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S., after award is made.

- **G. Term of Contract:** The contract shall commence on or about February 1, 2018, and shall renew annually through December 31, 2020. If terms or pricing is proposed to change during this term, PCCLD requires 90-day notice prior to the effective date of the change.
- H. Termination of Contract: PCCLD may, by written notice to the successful vendor, terminate the contract if the vendor has failed to perform its service in a manner satisfactory to PCCLD per specifications defined in the contract and/or RFP. The date of termination shall be stated in the notice. PCCLD may cancel the contract upon thirty days written notice for any reason other than cause. This may include, but is not limited to, PCCLD's inability to continue with the contract due to the elimination or reduction in funding.
- I. Non-Appropriation: PCCLD presently intends to carry out and perform all of the terms and conditions of an awarded contract, and reasonably believes that funds in amounts sufficient to pay all amounts payable hereunder can legally be provided and made available for that purpose, and PCCLD shall include in its annual budget request amounts sufficient to pay all sums payable pursuant to an awarded contract. Notwithstanding the foregoing, the parties hereto recognize that it is possible that in any given fiscal year of the PCCLD funds might not be available. PCCLD shall have the right to cancel any awarded contract at the end of any calendar year during the term hereof that governmental funding from Pueblo County, Colorado is not granted for the subsequent calendar year. PCCLD shall advise vendor of its intention to cancel the awarded contract due to lack of funds on or before the end of any such calendar year and submit therewith to vendor satisfactory evidence showing PCCLD's inability to obtain the required revenues for the coming calendar year. Upon such cancellation PCCLD shall be released from all further liability under any awarded contract. The right granted to PCCLD by this provision may only be exercised for the express reason stated and for no other reason.
- J. Confidentiality of Information: The vendor acknowledges that the vendor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to PCCLD and which information is the exclusive property of PCCLD, including, but not limited to: internal personnel and customer information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal financial information, internal services and operational manuals, and the manner and methods of conducting PCCLD's business. The vendor and its employees will keep this information confidential, as required by PCCLD.

3. Proposal Preparation:

A. Exceptions and Deviations: Any exceptions to or deviations from the terms and conditions as described in this RFP must be identified, in writing, on an attachment

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to the proposal submission. PCCLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the vendor.

- **B.** Substantive Proposals: By submitting a proposal, the vendor guarantees that (1) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (2) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (3) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other vendor or over PCCLD.
- **C. Minimum Qualifications**: To be considered for selection, vendors must meet at least the following minimum qualifications and should state so affirmatively in its proposal to PCCLD:
 - (1) **Established Business**. Vendor must have been engaged as a place of business 5 years prior to the release date of this RFP.
 - (2) **Customer Satisfaction, Financial Resources and Ability to Perform**. Vendor must be able to show proof that they have an established satisfactory record and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services to be performed per this RFP.
 - (3) **Legal Compliance**. Vendor must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Pueblo, the State of Colorado and the United States.
 - (4) **Insurance**. The vendor shall not commence work until it has procured, maintains, and provides proof of the policies of insurances and liabilities listed below. The vendor will not be relieved of any liability, claims, or other obligations in conjunction with the signed agreement with PCCLD by reason of its failure to procure or maintain the necessary insurance and liabilities. Failure on the part of the vendor to obtain such insurance and liabilities prior to, and during the term of the contact, will constitute a breach of contract in which PCCLD has the right and may immediately terminate the signed agreement. PCCLD reserves the right to request and receive a copy of any policy related to services provided to PCCLD.
 - (a) Commercial General Liability: The vendor shall secure and maintain, during the term of agreed contract and for such additional time for service being performed, Commercial General Liability Insurance issued to and covering the liability of the vendor with respect to all work performed by vendor and its third party vendors under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1 million for each occurrence and

aggregate for personal injury including death and bodily injury and \$1 million for each occurrence and aggregate for property damage. This policy of insurance shall name the Pueblo City-County Library District, its agents, officers and employees as additional insured.

- (b) *Workers Compensation Insurance:* The vendor shall procure and maintain Workers Compensation Insurance, fully complying with the provisions of the Worker's Compensation Act of the State of Colorado, during the period of this contract and for such additional time as work on this project is being performed.
- **D. Submission Information and Documents:** The following information and documents shall be included in the proposal submission:
 - (1) Name of company, address, telephone number, facsimile number, email address, website URL, and contact person's name.
 - (2) Vendor awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.
- **E. Signatures:** The proposal must be submitted in ink, signed by an officer or person qualified to bind the proposing company.
- **F. Withdrawal of Proposal:** A vendor may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no vendor may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.

4. Selection:

- **A. Vendor Selection:** No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum vendor qualifications as outlined in this RFP. The proposals will be ranked, based on total cost and the ability of the proposing vendor to provide the requested services effectively. Proposals that do not meet RFP requirements will automatically be rejected and shall not undergo further evaluation.
- **B.** Right of Acceptance and Rejection: PCCLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PCCLD. PCCLD is not bound to accept the lowest priced proposal, but will select the proposal that represents the best value for PCCLD.
- **C. Negotiation:** Subsequent to the Proposal due date, PCCLD reserves the right to negotiate terms and conditions with vendors. PCCLD reserves the right to negotiate modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors.

- **5. Key Personnel:** PCCLD prefers a single account relationship manager. In the vendor's proposal, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include certifications, education, experience and qualifications of these personnel.
- 6. Customer References: In the proposal, provide references from at least three (3) customers to which the vendor has provided the services required under this RFP. These should be recent customers with needs comparable to those of PCCLD. Select a mix of long-standing and new customers. Library or other governmental references are preferred. References should include a contact name and phone number and address of reference.

7. Contractual Information:

A. Disposition: The vendor shall not assign, transfer, convey, sublet, or otherwise dispose of signed contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of PCCLD.

B. Employees: All employees of the vendor shall be considered to be, at all times, employees of the vendor, under its sole direction, and not an employee of PCCLD. Before working on the premises of any PCCLD location, vendor employees must undergo a national criminal background check at the cost of the vendor; a copy of the background check must be provided to PCCLD. Pending the results of the background check, PCCLD reserves the right to refuse and/or deny vendor's employee from working on PCCLD's property. PCCLD may also require the vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on PCCLD property is not in the best interest of PCCLD.

C. Identification: All vendor employees working on any of PCCLD's premises' shall always be identified by wearing a vendor-provided uniform and/or visible identification to associate vendor employees to the vendor who should not be mistaken for any of PCCLD's employees or its customers, unless other arrangements have been made.

D. Vendor-Provided Items: Vendor shall provide all training necessary to perform the services required under this RFP. Vendor shall provide mobile phone to guards for communication with staff and vendor throughout their shift.

E. Library-Provided Items: PCCLD will be responsible for providing access to PCCLD locations, which includes, but is not limited to, keys, access codes, and/or proxy cards. PCCLD will provide access to parking lots for vendor employee

parking. PCCLD will provide access to PCCLD staff break rooms for vendor employees to take breaks.

F. Building Access and Security: Vendor will be responsible for the security of the buildings while working inside after hours and for securing the facilities upon departure. All exterior doors and ground floor windows shall be kept closed and locked after hours, and secured as appropriate during business hours. Select personnel of the vendor and its employees will be issued security codes or otherwise access into the libraries. Once a building is locked, vendor employees will not open doors to allow a person to enter. Only people with the appropriate access key, card or security code and proper authorization shall be allowed in the building before or after hours. Interior door security shall be maintained in the individual areas within the building during the work shift. Doors to unattended rooms shall be closed and secured during the shift except while being serviced. Vendor will lock the Administration Wing on the 3rd floor of Rawlings Library at 5 pm Monday through Friday, and ensure it is not left unlocked or propped open any evening or weekend. Any problems or questions dealing with individuals requesting access without an entrance key, card or proper authorization or unauthorized people, theft, or vandalism will be immediately reported to PCCLD and/or local law enforcement, as appropriate. Vendor and its employees will be responsible for access resources assigned to them such as keys and/or proxy cards. The vendor will be liable for any loss of such access resources to include any cost to replace and/or re-key building locks.

H. Modifications to Existing Contract: Terms and conditions of existing contract may be added, modified, and deleted upon mutual agreement between PCCLD and the vendor provided that such terms and conditions remain within the scope and original intent of this RFP. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing and executed by authorized personnel of PCCLD and the vendor prior to the execution of any modifications.

8. Scope of Work:

PCCLD is seeking a qualified firm to perform security services for PCCLD. The purpose of this service is to provide safety and security guard and patrol services, including the prevention of unauthorized activity or entry, access control, and theft prevention and detection.

The security firm must hold a merchant patrol or security guard service license issued by the City of Pueblo and guards assigned to duty at PCCLD locations must hold a Security Guard Certificate or comparable credential. The security firm must be bonded and insured. License, bond and insurance must be in compliance with Pueblo, Colorado – Code of Ordinances / Title IX – License and Permits, Chapter 12 – Merchant patrol.

Insurance should be complaint with section 3. C. (4) of this RFP. Documentation must be submitted with proposal, including a description of training provided to the guards.

A. <u>On-site patrol service</u> (Required)

On-site uniformed, security guards are required to provide foot patrol according to the following schedule, although these times and days of the week may be adjusted as required by PCCLD and/or additional times and/or locations may be required by PCCLD.

Rawlings Library:	Monday through Thursday, 3:00 p.m. to 10:00 p.m. Friday and Saturday, 1:00 p.m. to 7:00 p.m. Sunday, 1:00 p.m. to 6:00 p.m.
Lucero Library:	Monday through Thursday, 3:15 p.m. to 7:15 p.m. Friday and Saturday, 2:15 p.m. to 6:15 p.m.
Barkman Library:	Three days a week, four hour shifts, variable times Monday through Saturday, 2:00 p.m. to 9:00 p.m.

Additional locations for security patrol may be included by request from PCCLD, including Lamb Library, Pueblo West Library, Giodone Library, and Greenhorn Valley Library.

Patrol service will be a minimum of 81 hours per week with additional hours upon request by PCCLD.

Security guards on-duty will carry out the following duties:

- Continuously patrol PCCLD buildings inside and outside looking for violations of PCCLD policies, illegal activities, medical emergencies or individuals otherwise in distress, facilities-related problems, and other disruptions.
- Coordinate with PCCLD employees to address problems and involve law enforcement and other emergency responders, as necessary. Guards will provide support to PCCLD personnel when addressing unruly or misbehaving customers.
- Ensure all staff-only and other restricted areas are secure and unauthorized personnel are not present.
- Assist staff members to clear the building of customers at closing time and secure the building. Escort staff and customers to their vehicles, as requested. Perform a complete walk through of PCCLD buildings, checking all secure areas, to ensure no staff or customer remains in the building. Lock the building and set security alarm.
- In the event emergency responders are called, the guard will coordinate with designated PCCLD employees and first responders.

Provide pricing for on-site patrol service at an hourly rate in Section 9 A below on Page 13.

B. <u>Security Coordinator</u> (Optional)

Provide a full-time (40 hours per week on a daily schedule approved by PCCLD) security coordinator who works on-site at PCCLD leading and directing other security firm personnel onsite at PCCLD, assisting in identifying, developing, implementing and maintaining strategies and tactics through best industry practices to mitigate potential security threats to PCCLD staff and customers. This position is responsible for oversight and direction of security personnel assigned by the contractor to the various PCCLD locations. This position reports to the management of the security firm. Duties and responsibilities include acting as lead officer for other security firm personnel onsite at PCCLD locations; overseeing day-to-day operations, shift assignments, days off and all other matters relative to the functioning of the security firm's work on behalf of PCCLD; developing plans and directing the activities of security firm personnel assigned to PCCLD and ensuring their actions comply with legal and regulatory requirements and meet PCCLD business needs; standardizing responses and approaches across PCCLD; providing training support for security firm personnel assigned to PCCLD; participating in PCCLD's safety program and providing guidance and input to the program; preparing and monitoring security incident reports aligned with PCCLD procedures; providing ongoing safety and security briefings to PCCLD personnel; overseeing security video reviews on behalf of PCCLD and aligned with PCCLD policies and practices; and providing direct security guard services as described in section 9 A above (On-site patrol services).

Provide pricing for Security Coordinator service at an hourly rate in Section 9 B below on Page 13.

C. <u>After hours patrol service</u> (Optional)

After PCCLD regular hours. and during holiday closures (see http://www.pueblolibrary.org/locations for a list of holiday closures), the security firm will provide overnight drive-by patrol service at the Rawlings, Lucero, Barkman and Lamb Libraries, and other locations upon request. The security patrol will drive through designated PCCLD parking lots and the perimeter of the property looking for abandoned vehicles, people loitering, vandalism, and other suspicious or unauthorized activity. Security patrols will spotlight trouble areas, exit the patrol vehicle for visual inspection of trouble areas, walk the entire perimeter of the exterior of each building, make three nightly patrols of all properties at random times when PCCLD is closed, follow agreed-upon procedures if something extraordinary/illegal is encountered including contacting designated PCCLD personnel, law enforcement, or other emergency responders, and complete a log of the patrol activities accessible by PCCLD recording after-hours patrol incidents and activities.

Provide pricing for after-hours patrol service as a flat rate/monthly in Section 9 C below on Page 13.

D. <u>Alarm Response Service</u> (Optional)

The security firm will provide PCCLD with alarm response service as the first responder to after-hours building alarms when contacted by the PCCLD alarm vendor, for all locations. These include Rawlings, Lamb, Lucero, Barkman, Pueblo West, Giodone and Greenhorn Valley libraries. This service includes the security service dispatch receiving the first contact from the alarm vendor and responding on-site to all alarm calls within 30 minutes of the call, including a check of the facility looking for any signs of forced entry, broken glass, unlocked doors, or other undesired activity, up to one hour. The responding patrol will notify PCCLD personnel or other emergency responders at that time, as appropriate. In the event that security personnel is required to remain onsite after the original hour, provide a quote for the additional hours.

Provide pricing alarm response service as a flat rate/per event in Section 9 D below on Page 13.

Provide pricing for additional hours as an hourly rate in Section 9 D below on Page 13.

E. <u>Holiday book-drop</u> (Optional)

When PCCLD is closed for a federal holiday (see <u>http://www.pueblolibrary.org/locations</u> for a list of holiday closures, the security vendor will empty the external PCCLD bookdrops to prevent them from overflowing. This will be done as needed for Rawlings, Lamb, and Barkman – the only locations with external book-drops. An authorized representative from the security vendor will contact PCCLD to discuss the frequency and times of pickups prior to closures. They will drive to the different PCCLD branches to empty the book-drops in a clearly marked patrol car.

Provide pricing for cash courier service as a flat rate/per Holiday in Section 9 E below on Page 13.

F. <u>Cash Courier Service</u> (Optional)

The security vendor will provide a secured service to courier money throughout the district and to the bank (currently Wells Fargo). This includes weekly denomination exchanges at the bank. Cash is brought back to the Rawlings Library. Retrieving cash bags from the following PCCLD locations and delivering bags to the Rawlings Library according to the schedule:

WEEKLY---Lamb, Barkman, Pueblo West BIWEEKLY---Lucero, Giodone, Library @ Y

Weekly courier service of the District's bank deposits from the Rawlings Library to the bank.

Provide pricing for this service as a monthly rate in Section 9 F below on Page 13.

9. Vendor pricing

Please list pricing to PCCLD to perform the services as described above for the term of three years, annually renewable, to commence February 1, 2018.

Description of Service	Rate Type	Unit Cost	
A. On-Site Patrol (Required)	Rate/Hour	\$	
B. Security Coordinator (Optional)	Rate/Hour	\$	
C. After-Hours Patrol (Optional)	Rate/Month	\$	
D. Alarm Response (Optional)	Rate/Event	\$	
Alarm Response Additional Hours (Optional)	Rate/Hour	\$	
E. Holiday Book-Drop (Optional)	Rate/Holiday	\$	
 F. Cash Courier Service – Barkman, Lamb, Pueblo West Library, Lucero, Giodone and bank (Optional) 	Flat Rate/Month	\$	