REQUEST FOR PROPOSAL FOR SECURITY SERVICES

MAY 2018

COOS BAY PUBLIC LIBRARY
CITY OF COOS BAY
525 Anderson Ave.
Coos Bay, Oregon 97420

COOS BAY PUBLIC LIBRARY

REQUEST FOR PROPOSAL SECURITY SERVICES

Coos Bay Public Library (Library) is accepting Request for Proposals from qualified, experienced firms to provide security services for the interior and exterior of the library building and grounds during open hours.

SCOPE OF WORK: The purpose of this RFP is to solicit proposals from qualified firms to provide uniformed, unarmed security guard services for Coos Bay Public Library in Coos Bay, OR, a 25,872 square foot facility and outdoor grounds. The Library is looking for proposals which will state how the proposer will assist the Library staff in maintaining an orderly atmosphere conducive to library study and enjoyment, and to also provide protection for library users, staff, materials, furniture, equipment, and premises. All public areas of the library, inside and outside, are to be patrolled.

The Library is looking for the proposed scope of work to include how its security guards will

- Maintain a friendly professional presence
- Maintain an orderly atmosphere conducive to library use and enjoyment
- Assist the Director, Assistant Director, or Librarian in Charge in enforcing the Library rules and any applicable City of Coos Bay Ordinances
- Deal with disruptive, offensive, or inappropriate behavior in a respectful and tactful manner
- Deal with unattended or under-attended children in a respectful, tactful, and kind manner
- Direct unruly persons out of the building
- Assist the Librarian in Charge in dealing with serious, suspicious, or troubling behavior
- Work and communicate with library staff, police and other public safety personnel
- Assist in emergency situations
- Safeguard library staff, customers, and property
- Patrol interior of building and exterior grounds with a focus on problem areas
- Participate in closing, vacating and securing library facility
- Maintain daily general record and statistical logs
- Check the restrooms for vandalism or inappropriate activities

The Library is looking for a cooperative working relationship with the Security firm, a relationship that allows for dynamic feedback and response to concerns, and issues. The proposed scope of work should include periodic reviews with the Library Director or her or his designee and how security guards will be periodically reviewed. Please note that no part of the contract may be subcontracted.

The Library is open Monday through Thursday 10-7, Friday and Saturday 12-6. The library is closed on Sundays and holidays. A complete list of closures will be provided upon award of contract. The days the Library is closed, including for holidays, may vary and are subject to change.

All work must be performed in accordance with applicable rules, regulations, codes, and ordinances of local, state, and federal authorities.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

SUBMISSION OF PROPOSAL PACKAGE

To receive consideration, proposals must be submitted in accordance with the following instructions:

- 1. Submit two copies and an electronic version of the proposal by 5:00 p.m., June 6, 2018. All electronic files must be in pdf format.
- 2. All proposals shall be sealed, clearly marked on the outside of the envelope "<u>LIBRARY SECURITY SERVICES</u>", and delivered to:

Samantha Pierson Coos Bay Public Library 525 Anderson Avenue Coos Bay, Oregon 97420

- 3. If you have any questions, please contact Samantha Pierson at (541) 269-1101 x 229 or email spierson@coosbaylibrary.org. Answers to all questions will be posted on the City of Coos Bay's RFP page at www.coosbay.org.
- 4. The Library reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to each entity's interest and the right to waive minor irregularities in procedure.

QUESTIONS AND ANSWERS AND REVISIONS TO REQUEST FOR PROPOSAL

The City will assume no responsibility for oral instruction or interpretation. Questions concerning this Request for Proposals should be directed in writing to: Samantha Pierson spierson@coosbaylibrary.org 541-269-1101

Any revisions, addendums and answers to questions received by the due date for questions will be sent to bidders via email and posted on City's RFP webpage.

SITE VISIT

Mandatory site visits will be arranged May 24 - 25, 2018. Please contact Samantha Pierson at 541-269-1101 or spierson@coosbaylibrary.org for a specific time.

PROPOSAL FORMAT

Bidders are encouraged to be concise. All proposals must include, but are not limited to the following:

- 1. Two copies of the proposal and an electronic version. All electronic files must be in .pdf format.
- 2. Proposed scope of work. Responses should provide a straightforward and concise description of the respondent's capabilities to satisfy the requirements of this request.
- 3. A description of your firm's history and experience with providing security services. An explanation of the hiring process by which you vet the education, training requirements and backgrounds, including criminal history records, of employees.
- 4. A list of up to four current clients
- 5. A list of space needs and equipment the library needs to supply or that the company will be placing on the library property.

PROPOSAL EVALUATION

Proposals will be reviewed and evaluated by Library staff based on the information provided in the proposal. Additional information may be requested prior to final selection. It is anticipated that a decision will be made within approximately 15 days of the due date.

Final Selection: Following the review of the proposals, the Library may invite a firm(s) to formally meet with the Library project team prior to making a final determination to address additional inquiries and to discuss and/or negotiate terms and conditions for a final contract.

Compliance with Rules: Proposers responding to this RFP must follow its procedures and requirements. Except as otherwise provided in the RFP, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all personal service contracts of the City. Failure to comply with or complete any part of this RFP may result in rejection of your Proposal. All bids are subject to the provisions and requirements of the City of Coos Bay Rules of Local Contract Review and the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules.

Request for Additional Information: All inquiries related to this Request for Proposal must be submitted in writing to Sami Pierson at spierson@cclsd.org. All inquiries must be submitted by June 1, 2018, 5:00 pm. Firms should notify the Library of their intent to participate in the RFP process to ensure that any addendums or clarifications are distributed to the appropriate parties. Failure to do so may result in the firms not receiving all addendums or clarifications necessary to present a responsive proposal. The responses to the requests will be made available at the City's website:

http://www.coosbay.org/City_Requests_Proposals_Qualifications.htm

Tentative Schedule for Selection and Timeline for Project:

Advertisement and Release of Request for Proposals

Site Visits

May 24 – 25, 2018

Deadline for Submission of Proposals

June 6, 2018, 5:00 pm

Interviews

June 8, 2018

Award of Contract

Projected Start Date

June 13, 2018

June 18, 2018

Clarification of Proposals: The Library reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

Reservation In Evaluation: The Selection Committee reserves the right to either: (a) request "Best and Final Offers" from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the Library.

Proposal Withdrawal: Any Proposal may be withdrawn at any time before the date of the "Deadline for Submission of Proposals" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

Appeals: Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay

Attn: City Manager 500 Central Avenue Coos Bay OR 97420

Ownership of Documents: Any material submitted by a proposer shall become the property of the respective entity.

Confidentiality of Information: All information and data furnished to the proposer by the Library and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the Library. Any oral or written disclosure to unauthorized individuals is prohibited.

Public Record: All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

Indemnity: The consultant shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the consultant or any of its agents, employees or representatives. The indemnity applies to both active and passive acts or other conduct.

Employment Status: Consultant shall perform the work required by this contract as an independent consultant. Although the Owners reserve the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Consultant's performance. The Consultant is responsible for determining the appropriate means and manner of performing the work.

Consultant represents and warrants that the Consultant is not an employee of the City of Coos Bay and meets the specific independent consultant standards of ORS 670.600. Consultant is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Consultant shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Consultant under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Consultant's federal or state tax obligations.

Consultant is not eligible for any Social Security, unemployment insurance, or Workers Compensation, from compensation paid to Consultant under this contract except as a self-employed individual.

Either party may cancel the written contract by giving notice, in writing, to the other party at least ninety (90) days prior to July 1 of each year.

Insurance: The insurance requirements for this are rated as a Level 1.

Specific Directives

- 1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
- 2. Proof of insurance of not less than the amount required is to be provided. Written notice of cancellation of insurance shall be provided to the City/Agency <u>not</u> less than 30 days prior to the date of cancellation.
- 3. If the City/Agency is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this directive shall be superseded by such limits.
- 4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the contractor assumes full responsibility for the payment of such claim.
- 5. Insurance policy limits shall not be less than those listed in this directive without the consensus of the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may be waived at the discretion of the City/Agency. Insurance policy limits may be required to be higher based upon the City Manager's review of the specific application for which the certificate is required.
- 6. "Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
 - a. Recipient's completion of all services and the City's/Agency's acceptance of all services required under the Contract/Agreement, or
 - b. The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.

7. Definitions:

<u>Commercial General Liability</u>: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

<u>Professional Liability</u>: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

<u>Automobile Liability</u>: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

<u>Umbrella Liability</u>: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies. Umbrella policies provide three functions:

- 1. To provide additional limits above each occurrence limit of the insured's primary policies;
- 2. To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and
- 3. To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

Level 1 Insurance Requirements:

Commercial General LiabilityPer occurrence\$ 1,000,000Workers' CompensationStatutory LimitApplicable Federal (e.g., Longshoremen's)Statutory LimitEmployer's Liability\$ 500,000Automobile LiabilityPer occurrence\$1,000,000

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the City/Agency with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the City/Agency and include a per project aggregate (form CG 2503 05/09 or equivalent).

Such certificate(s) and endorsement(s) shall name the City/Agency as an additional insured commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements **shall be attached to the certificate**. A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Certificate of Insurance(s) and Endorsement(s) shall be provided to the City/Agency which will become a part of the Contract. Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City/Agency. The City/Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.