CITY OF WALNUT CREEK

REQUEST FOR PROPOSAL FOR:

Building Security Review and Assessment

RFP # 2015-1030-MS

ALL PROPOSALS MUST BE SUBMITTED TO:

CITY OF WALNUT CREEK
1666 N MAIN STREET
WALNUT CREEK, CA 94596
Attn: Jeff Mohlenkamp, Administrative Services
mohlenkamp@walnut-creek.org

PRIOR TO AND NO LATER THAN 4:00 PM, November 30, 2015

RESPONSES WILL BE CONSIDERED FOR AWARD BY THE CITY OF WALNUT CREEK WITH ALL PROPOSALS FIRM FOR 90 DAYS FOLLOWING THE OPENING THEREOF.

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1 Overview of Project

The City of Walnut Creek is seeking proposals for a review and assessment of building security for several of the City's primary operating facilities. This project involves a detailed assessment of existing security measures including existing policies, infrastructure and procedures used by City personnel.

Respondents will be asked to assess strengths and weaknesses and provide a written report of recommendations to improve security of selected City facilities. Respondents will also be required to present their recommendations to the Executive Team of the City and the City Council (if required).

2 Project Timeline

The City plans for this project to be complete and a presentation made to the Executive Team by April 1, 2016.

- RFP posted by the City - November 3, 2015
- Interested respondents must notify the City of Intent to participate in Walkthrough November 16, 2015
- Job Walkthrough for interested respondents - November 19, 2015
- RFP responses due to the City - November 30, 2015

- Project Awarded by the City - December 4, 2015 (1)
- Contract execution - December 16, 2015 (1)
- Project Start Date - December 17, 2015 (1)
- Project Completion Date - April 30, 2016 (1)

(1) Dates are approximate

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers.

3. Scope of Project/ Required Elements of Proposal

The City requires a review of selected City buildings to determine security vulnerabilities and provide suggestions for improvements. This review should be completed with a primary focus on the security of staff and the public that visit or use these facilities. A secondary focus should be placed on safeguarding City assets.

A. **Selected Locations.** Provide a review of the City's building security systems currently in place for the following locations:

Group 1 – City Hall

- City Hall, 1666 North Main Street - 70,000 sq. ft. Three story civic center housing the Police Department and City administrative offices.

Group 2 – Civic Park Facilities

- Civic Park Community Center, 1375 Civic Drive - 9,033 sq. ft. Single story building with several rooms available for rent and hosts a daily senior citizen lunch program.
- Civic Park Assembly Hall, 1375 Civic Drive - 6,053 sq. ft. Single story building available for rental that accommodates up to 300 people.
- Civic Park Ceramic Studio, 1313 Civic Drive - 7,269 sq. ft. Single story building used primarily for art education and dance classes.
- Park Place Preschool, 1395 Civic Drive - 1,924 sq. ft. Single story building used to provide preschool programing.

Group 3 – Heather Farm Facilities

- Heather Farm Community Center, 301 N. San Carlos Drive - 16,000 sq. ft. Single story building used as administrative offices and large room rental.
- Heather Farm Preschool, 500 N. San Carlos Drive - 1,950 sq. ft. Single story building used to provide preschool programing.
- Clarke Swim Center, 1750 Heather Drive - 6,930 sq. ft. Aquatic complex consisting of pools, administrative offices, locker rooms, showers, class room and exercise room.

Group 4 – Shadelands Facilities

- Civic Arts Shadelands, 111 N. Wiget Lane - 17,051 sq. ft. Single story building used primarily for arts education classes, preschools, administrative offices and facility rental.
- Shadelands Arts Annex, 111 N. Wiget Lane - 4,500 sq. ft. Single story modular building used for art education classes.

B. **Required Elements of Review**

- Conduct a thorough inspection and evaluation of all aspects of the security features of the selected locations, including, but not limited to the following: doors, locks, physical barriers, video surveillance, electronic access capabilities, security policies.
- Provide a written summary of strengths and weaknesses for each of these locations/ including an assessment existing infrastructure and policies and procedures used by City personnel.
- Provide a written assessment of video surveillance, including coverage, quality, storage capacity, need for real time monitoring, length of time to retain video and retrieval processes.
- Provide a written summary of suggested solutions to address any identified weaknesses/ where possible provide multiple solutions, if they exist.
- Within the summary of solutions, separate suggested solutions by location and rank the overall desirability of each suggested solution with a key focus on addressing the most significant vulnerabilities that have the greatest risk of exploitation.
- Provide a high level written summary of the cost to implement each of the suggested solutions – where multiple solutions exist, provide a range of the costs.
- Provide a final written report detailing all of the findings and provide a presentation of findings and recommendations to the City's Executive Team and to the City Council. Recommendations should include any physical changes required and any suggested equipment purchases or upgrades.

C. **Required Elements of Proposal.** The City is requesting a cost proposal, a detailed discussion of how the review would be completed and a timeline for completion of the review. The pricing should be identified for each group 1 through 4 listed above and overall for all buildings.

4. Job Walkthrough

The City will provide a walkthrough of the identified facilities on November 19, 2015. Public Works Facilities Manager Steven Schmidt will coordinate the walkthrough and will contact all respondents.

Steven Schmidt

City of Walnut Creek | Public Works email: schmidt@walnut-creek.org

511 Lawrence Way | Walnut Creek, CA 94596

All interested respondents must email Steven Schmidt by November 16, 2015 of their desire to participate in the walkthrough.

5. Questions Related to the Project

All questions related to this project should be directed to Steven Schmidt, Public Works Facilities Manager. Questions must be submitted by email by November 17, 2015. Responses will be provided to all respondents by November 23, 2015.

Steven Schmidt

City of Walnut Creek | Public Works email: schmidt@walnut-creek.org

511 Lawrence Way | Walnut Creek, CA 94596

6. Proposal Process

Proposals must be submitted that directly address the required elements in Section 3 of the RFP by the date identified in Section 2 of this RFP. Proposals must be emailed and one hard copy submitted to:

Jeff Mohlenkamp
City of Walnut Creek
Director, Administrative Services
1666 North Main Street
Walnut Creek, CA 94596

mohlenkamp@walnut-creek.org

7. Review of Proposals

Proposals received by 4:00pm on November 30, 2015 will be evaluated and ranked by the City committee assigned to this project. Proposals not received on time will not be evaluated or considered.

8. Public Records Law

Pursuant to California Government Code Section 6250 ("PRA"), public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Unless exempt by the PRA, all submitted proposals are considered public records subject to disclosure. By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection. .

Each Proposer should be aware that although the PRA recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a Proposer submits, is a trade secret. Each Proposer may clearly label part of the proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information. If a

request is made for information marked "confidential", the City will provide the Proposer who submitted such information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act will constitute a complete waiver

9. Company Background and Qualifications

Respondents are required to provide a summary background, including length of time in business, experience with similar projects and other pertinent information.

10. References

Respondents are required to provide at least 3 references for projects that have a similar scope of work or deliverables. References should include contact information and a brief summary of the work performed.

11. Proposal Evaluation

The proposals will be reviewed by the evaluation committee for the following:

- Ability to deliver on the project – meet time frame and requirements
- Experience with similar projects/ references
- Completeness of proposal
- Pricing

12. General Requirements

Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments

concerning RFP objections must be made in writing and received by the City no later November 23rd.

Nondiscrimination

No person will be excluded from participation in, be denied benefit of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted program or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitution or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to Jeff Mohlenkamp, after withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

Incorrect Proposal Information

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

Assignment and Subcontracting

The Proposer may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is

prohibited from performing any work associated with this RFP or using contractors for any services associated with this RFP offshore (outside the United States).

Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve Proposer's key staff. Proposer's staff may be subject to the City's background and drug testing processes at any time.

Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of Walnut Creek Business License. The City may require any or all Proposers to submit evidence of proper licensure.

Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked Proposer.

Execution of Contract

If the selected Proposer does not execute a contract with the City within fifteen (15) business days after notification of selection, the City may give notice to that service provider of the City's intent to select from the remaining Proposers or to call for new proposals, whichever the City deems appropriate.

Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable state laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals, if necessary, for any reason;
- Remedy errors in the Request for Proposal process;
- Approve or disapprove the use of particular subcontractors;
- Negotiate with any, all, or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the proposals;

- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

Appendix A - Standard Service Agreement Terms and Conditions

It is recognized that the formal basis of any agreement between the City and the Proposer is a contract rather than a proposal. In submitting proposals, Proposers must indicate that they are prepared to complete the City's Agreement for Professional Services as presented on the following pages. The RFP, Proposer's proposal, and interview/demonstration results will become part of the agreement between the City and the successful Proposer.

The winning Proposer will be expected to accept these terms and conditions unless they otherwise take exception in their proposal.

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