



**REQUEST FOR PROPOSAL
(RFP)**

for

SECURITY SERVICES

Return Proposal to:

Graciano Mendoza
Vice President, Administrative Services
Hartnell College
411 Central Avenue
Building E, Room #107
Salinas, California 93901

I. INTRODUCTION

Purpose

The Board of Trustees of Hartnell Community College District (hereinafter referred to as “College” or “District”) is inviting responses from qualified Contractors to provide security services for the College’s Campus Safety Program. The selected Contractor will consult with the Campus Safety Committee on safety issues impacting students, faculty and staff; parking operations and issues; training needs; compliance with current regulations and reporting requirements.

Participants Conference

A non-mandatory conference will be held on Friday, March 22, 2023 from 11:00 a.m. to 12:00 p.m. at Hartnell College, Building E, Room 112, 411 Central Avenue, Salinas, California. If possible, please prepare any questions in writing and submit them to Administrative Services (address below) in advance of the conference. The purpose of the conference is to provide prospective Contractors with the opportunity to ask questions regarding the services needed and terms and conditions of the Request for Proposal for the current Campus Safety Program.

Correspondence

All correspondence including proposals, are to be submitted to:

Graciano Mendoza, Vice President
Administrative Services
411 Central Avenue
Salinas, California 93901
Fax Number: (831) 759-6047
E-mail: gmendoza@hartnell.edu

Fax number and e-mail address may be used to submit questions only:

Proposals will not be accepted by e-mail or facsimile.

II. TIMELINE

Release of RFP.....	Wednesday, March 15, 2023
Conference	Friday, March 22, 2023
Deadline for Submission.....	Wednesday, March 29, 2023
Committee Interviews.....	Friday, April 05, 2014
Date for Awarding Agreement.....	Friday, May 5, 2023

III. CONDITIONS

Contingencies

It must be understood that the RFP does not commit the College to accept any response submitted. The College reserves the right to accept or reject any or all of the responses, to negotiate with selected Contractors, or to cancel the RFP in part or in its entirety. All responses will become part of the College's official files without obligation on its part. The lack of response to this RFP would not prevent inclusion in future requests.

Incurred Costs

This RFP does not commit the College to pay any costs incurred by Contractors in preparation of the responses to this RFP and Contractors agree that all costs incurred by them in developing this response are the Contractors' responsibility.

Submission

To be considered, all responses must be submitted in the manner set forth in this RFP. It is the Contractor's responsibility to ensure that its response arrives on or before the specified time, in a sealed container or sealed envelope marked with the RFP number and title, the due date and time, and the name of the Contractor submitting proposal. Submit one (1) original and two (2) copies plus one (1) electronic copy on CD, of the response. **Cost data shall be submitted in a sealed envelope marked "Cost Data" and separate from the rest of the documents.**

Right to Negotiate and/or Reject Responses

The College reserves the right to negotiate any price or provision, accept any part or all of any responses, waive any irregularities, and to reject any and all, or parts of any and all responses, whenever, in the sole opinion of the College, such action shall serve its best interests and those of the tax-paying public. Contractors are encouraged to submit their best prices in their responses, and the College intends to negotiate only with the Contractor(s) whose response most closely meet(s) the College's requirements at the lowest estimated cost. The Agreement, if any is awarded, will go to the Contractor whose response best meets the College's requirements.

Examination of Contract Documents

Contractors shall thoroughly examine the contents of this RFP. The failure or omission of any Contractor to receive or examine any associated document, form, instrument, addendum, or other document shall in no way relieve the Contractor from Contractor's obligations with respect to this RFP or to the agreement to be awarded.

Addenda

The College may modify this RFP before the date scheduled for submission of responses by issuance of addenda to all parties who received the RFP for the purpose of submitting a response.

Independent Contractor Status

It is expressly understood that the Contractor named in any agreement entered into by the College is acting as an “independent contractor” and not as an agent or employee of the District.

Background Checks

Employees of Contractor must have background checks for crimes that involve theft, drugs, or are of a sexual nature. Credit checks must be done to determine if they have declared bankruptcy in the past ten (10) years. They must be certified by contractor to be physically and mentally fit for duty.

Interviews

Interviews will be conducted with finalists. District staff will interview prospective person(s) who will actually manage the service, supervise the security personnel assigned and/or are principal(s).

Right of Assignment

College has “Right of Assignment” as to who is working at the College for the purposes of stability and quality of work.

Term

The term of the Agreement shall be for a period of three (3) years, commencing on September 13, 2023 and ending September 13, 2026, with the option of a two-year extension.

IV. GENERAL REQUIREMENTS

The College is responsible for providing a safe learning environment for its students and faculty, as well as a safe working environment for its staff. To this end, the College has established a Campus Safety Program to help achieve these goals.

The responsibilities of the Campus Safety program focuses on patrolling the campus on a 24/7 basis at the Main and Alisal Campus, all other sites/center during the hours

of operations. Parking enforcement and related issues, locking and unlocking of doors, providing escorts, responding to calls for service, writing reports on incidents, assisting emergency response personnel to the scene of an emergency, crime prevention through proactive patrol of the campus, and other duties as assigned. The Campus Safety program also participates in the College's Student Worker program.

Campus Safety personnel carryout these responsibilities by patrolling. Campus Safety personnel are issued distinctive clothing that identifies them as Campus Safety. Training for Campus Safety personnel is to be provided by Contractor. **The College has the right to approve the uniforms worn by the security personnel.**

V. SCOPE OF SERVICES

A. General Services and Hours of Operation

The Contractor shall provide services as needed, as determined by the College. Current campus locations in Salinas include Main Campus, 411 Central Avenue; East Campus, 1752 E. Alisal Street; King City Education Center, 117 N. 2nd Street, Soledad Education Center 1505 Metz Rd, Castroville Education Center 10241 Tembladera St, other locations where College classes are held. Contractor will have sufficient time to provide coverage in the different locations.

1. Current Coverage, but not limited to:

- 24/7 coverage 365 days per year – quantity of Campus Safety Officers (CSO's) is determined by activity and population on campus.
 - Main Campus – 2 Campus Safety Officers, 24 hours per day, 7 days per week
 - Alisal Campus – 1 Campus Safety Officer, 24 hours per day, 7 days per week
 - King City Center – 1 Campus Safety Officer:
 - Soledad Education Center – 1 Campus Safety Officer:
 - Castroville Education Center – 1 Campus Safety Officer:

The Education Centers will have a Campus Safety Officer on duty only during open hours of operations.

- Patrol Campus on foot and other means as assigned by College;
- Enforcing College regulations and procedures;
- Issuing parking citations and warnings;
- Providing Security checks of all buildings and College grounds;
- Locking and unlocking of College buildings and secured areas;
- Turning lights on and off;

- Setting alarms in secured areas;
- Writing reports on campus incidents;
- Providing escorts on request;
- Responding to disturbances and resolving conflicts through verbal means or notifying proper law enforcement agency;
- Providing crowd control during College events, demonstrations, or other gatherings;
- Recognizing criminal activities and following proper reporting procedures;
- Maintain logs(s);
- Provide Student/Visitor Information;
- Interacting in a professional manner with the public;
- Expedient and courteous service;
- Patrols at night, checking buildings and for transients;
- Observing employees arriving or leaving the facility at darkness – early morning, evening, or night.

B. Requirements for Contractor, but not limited to:

- Each shift will have security officers on duty in accordance with the schedules referenced above in Paragraph V.A.1.
- All security personnel will be unarmed and must have two-way communication radios.
- The Contractor shall provide all equipment necessary for the patrol including uniforms.
- The Contractor shall provide additional security for special assignments or events as requested.
- The Contractor will be responsible for training and monitoring the performance of their security personnel. All security personnel provided to the College must be trained prior to being placed at the College. At minimum all training shall fulfill the State Requirements of 72330.5 California Education Code, and any other State of California requirements.
- Supervision of assigned personnel shall be the responsibility of the Contractor and supervisors will be available on a daily basis, 24 hours per day, 7 days a week. Supervisors shall be available to the College site supervisors, for on-site inspections of assigned personnel by a supervisor at least once each shift, 7 days a week. Supervisors should have prior experience, know and understand the operational aspect of the security business, be an appropriate role model, and have an ability to teach, guide, and direct effectively.
- Double Banking: Whenever it becomes necessary to assign an individual to a post for the first time, Contractor shall arrange, at its own expense, to have the new individual “double bank” with an experienced employee prior to having the inexperienced individual take over any post on their own. Contractor shall bear the associated expense for this double banking.
- Issuance of Keys: Keys to work areas, if required, must be obtained from the College site supervisor. Receipt of keys shall be signed for by the Contractor

or authorized representative. If Contractor fails to return all keys issued or loses any keys during the contract term, Contractor may be liable for the total cost of labor and materials to re-key all areas accessible with lost keys.

- The Contractor is responsible for billing the College for actual services provided. The District reserves the right to verify hours and billing details.

C. Hourly Rates and Fees - Cost data shall be submitted in a sealed envelope marked “Cost Data” and separate from the rest of the documents.

The College anticipates having the new Contractor begin service on or about September 13, 2023. The proposal should contain the hourly fee to be charged (to the College) per each unarmed security personnel. The Board of Trustees will award a three (3) year contract with the option of a two-year extension. Please quote your hourly rate (per each security personnel) for the years below. The College will require 24 hours of service per person, Monday through Sunday, in accordance with the schedule of patrols described above.

July 1, 2023 to June 30, 2024

July 1, 2024 to June 30, 2025

July 1, 2025 to June 30, 2026

The Contractor shall provide additional service for special assignments or events, as requested. The cost of these special assignments should be quoted separately.

VI. EVALUATION OF PROPOSALS

Evaluation Process

All Proposals will be subject to a standard review process developed by the College. A primary consideration shall be the effectiveness of the Contractor in the delivery of comparable or related services based upon demonstrated performance. The evaluation will be based on the written Proposals as submitted, but may include an oral interview.

Evaluation Criteria

- A.** All Proposals will be evaluated to determine if they meet the required format and be in compliance with all of the requirements of the RFP. Failure to meet all of these requirements may result in a rejected response. The College may reject any or all responses and may or may not waive any deviation which is not material or any defect in a response. Waiver of any deviation shall in no way modify the RFP documents or excuse the Contractor from full compliance with the RFP specifications, if the Contractor is awarded a contract.
- B.** Proposals meeting the above requirement will be evaluated on the basis of the following criteria:

- Proposed cost of service.
- Contractor's qualifications and experience in handling similar types of services.
- Contractor's ability to provide services.

References

Provide lists of selected current and previous clients, particularly community colleges, with the name, address, and telephone number of appropriate managers who can be contacted for references.

Contract Award

- A. Agreement will be awarded based on a competitive selection of proposals received.
- B. The proposal of the successful Contractor and of this RFP will become contractual obligations. Failure to accept these obligations in a contractual agreement may result in cancellation of this award.
- C. Cost of service is one factor in the evaluation process, but the College is not obligated to accept the lowest cost response. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful response.

VII. FINAL AUTHORITY

The final authority to award the Contract rests solely with the Hartnell College Board of Trustees. Final selection of the Contractor will be based on negotiations of the contract.

GENERAL CONDITIONS - SECURITY SERVICES RFP

1. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall be an "Equal Opportunity Employer" as defined by law.
2. **INVOICES AND PAYMENT.** The District shall pay Contractor an amount up to, but not to exceed, the maximum cost proposed by the Contractor and agreed to by the District. Contractor shall submit invoices for work performed, at the hourly rates agreed to, on a monthly basis for work performed.
3. **INSURANCE.** The Contractor shall maintain insurance adequate for protection from claims under Workers Compensation Laws and from claims from damages for personal injury, including death and damage to property, which may arise from security operations under this contract. Without in any way

limiting Contractor's liability to indemnify, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

Contractor will be required to file with the College, a current proof of such insurance prior to commencement of performance and yearly without demand, naming the Hartnell Community College District as an additional insured. Failure to furnish such evidence and insurance may be considered default by the Contractor. Without limiting Contractor's duty to indemnify, the Contractor shall maintain in effect throughout the term of the Agreement, a policy or policies of insurance with the following minimum limits of liability:

- (a) Workers' Compensation, in statutory amounts, in accordance with California Labor Code, Section 3700;
 - (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations not less than \$2,000,000 aggregate and;
 - (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage used in providing services under the Agreement, and as applicable;
 - (d) Such insurance shall be maintained with an insurance company or companies authorized to do insurance business in the State of California, or by a system of self-insurance developed by Contractor. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:
 - 1) Name as Additional Insured, Hartnell College, its Officers, Trustees, and Employees.
 - 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
 - 3) Contractor shall not terminate, alter or reduce its coverage without thirty (30) days written notice by the insurance carrier to Hartnell College.
 - (e) Damages. Nothing contained in these insurance requirements is to be construed as limiting the type, quality or quantity of insurance Contractor should maintain or the extent of Contractor's responsibility or liability for payment of damages resulting from its operations under this Agreement. The carrying of insurance as specified herein shall not be construed as a limitation of liability on the part of Contractor, nor shall it relieve Contractor from any liability under this Agreement or as a matter of law. The District is not responsible any loss or damage to property owned, rented or leased by Contractor and/or its subcontractors, employees, agents or any of them.
4. **INDEPENDENT CONTRACTOR.** While performing services pursuant to this agreement, Contractor is considered an "Independent Contractor" and not an officer, agent, or employee of the District.
 5. **ASSIGNMENT OF CONTRACT.** Contractor shall not assign or transfer, by operation of law or otherwise, any or all of their rights, burdens, duties, or obligations without the prior written consent of the District.
 6. **EXTRA WORK.** No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District. The District shall have the right to make any changes that may be hereafter determined

upon, in the nature or dimensions of the work, either before or after its commencement, and such changes shall in no way affect or void the obligations of this agreement. If such changes make change in the cost of the work, an equitable adjustment shall be made by the District to cover said cost.

7. **INDEMNITY.** The successful Contractor agrees to defend, indemnify and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees or claims for injury, death or damages arising from any acts or omissions of Contractor in the performance of this agreement.
8. **TERMINATION.** Either party may terminate this agreement for any reason by giving written notice to the other party at least 30 days prior to effective date of termination.
9. **AGREEMENT.** The District reserves the right to incorporate standard contractual provisions into any agreement in response to this request. The successful Contractor is expected to enter into a standard form of agreement as provided by the District.
10. **FUNDING OUT CLAUSE.** The District may, at its sole option, terminate this agreement at the end of any District Fiscal Year, for reason of non-appropriation of funds. In such event, the District will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the District will return any associated equipment to the Contractor in good working order, reasonable wear and tear expected.
11. Each Contractor must complete, sign, date, and include with their response the Non-collusion Affidavit, attached to this RFP.
12. Each Contractor must complete, sign, date, and include with their response the Certification of Request for Proposals, attached to this RFP.



**RESPONSE FORM – REQUEST FOR PROPOSALS
SECURITY SERVICES**

Cost data shall be submitted in a sealed envelope marked “Cost Data” and separate from the rest of the document.

To: Graciano Mendoza
Vice President of Administrative Services
Hartnell Community College District
411 Central Avenue
Building E, Room #107
Salinas, CA 93901

Pursuant to and in compliance with the proposal documents submitted herewith is our response to perform security services for Hartnell Community College District for the fiscal years as specified.

We propose to provide the security services in compliance with the Request for Proposals for Security Services. The undersigned, having familiarized himself/herself with the terms and conditions of the proposal documents, and within the time stipulated, the work to be accomplished, and to provide all labor, material, and services necessary for conducting security services for the pricing as follows:

HOURLY RATES (All expenses and allowance included)

Personnel, by classification, who will be assigned, indicating the estimated number of hours and rates per hour:

<u>Classification</u>		<u>Hours</u>	<u>Hourly Rate</u>

If charges for hourly rates for approved additional work are different than those listed above, specify these rates by position:

<u>Classification</u>	<u>Hourly Rate</u>

HARTNELL COMMUNITY COLLEGE BACKGROUND INFORMATION

Hartnell College is one of the oldest institutions of higher education in California. Founded in 1920 by the Salinas Union High School District as Salinas Junior College, the college was initially housed in the new Salinas High School building on South Main Street. In 1948, the junior college was renamed Hartnell College, after the 19th-century British trader William Petty Hartnell, who settled on land in the area. The Hartnell Community College District was established the following year.

In 1936, Hartnell College moved to its current 54-acre site, on the former ancestral land of the Ohlone Rumsen Mutsun people. Referred to as Main Campus, the site is located at 156 Homestead Avenue, Salinas. On October 1, 2007, Hartnell College changed its address from 156 Homestead Avenue to 411 Central Avenue. The new address helps students attending the College because it is easier to locate the newly constructed parking structure accessible from Central Avenue.

The Main Campus is located in Monterey County, just a 25-minute drive from the scenic Monterey Peninsula and the Monterey Regional Airport. In 2014, the District opened its Alisal Campus in east Salinas. The Alisal Campus houses the Agricultural Business and Technology Institute, the Sustainable Design and Construction Center, and the diesel, automotive technology, and computer science programs. Hartnell also delivers classes at its education center in King City, opened in 2002, and at numerous off-campus locations in north and south Monterey County. In 2016, District voters approved a \$167 million local bond measure known as Measure T. In fall 2021, the District opened the Soledad Education Center and an expanded wing nearly doubling the size of the King City Education Center. The Castroville Education Center and the Nursing & Allied Health Center opened in spring 2022.

The District serves the Salinas Valley, a fertile agricultural region some 10 miles wide and 100 miles long, as well as part of southern San Benito County. Hartnell has a highly diverse student body with an average annual enrollment above 16,000 (12,565) students for the most recent three academic years (2018-21) (2020-21) from the local communities of Salinas, Bradley, Castroville, Chualar, Gonzales, Greenfield, Jolon, King City, Lockwood, Moss Landing, San Ardo, San Lucas, Soledad, and other communities around. California's Central Coast, as well as other states and countries. All are drawn to Hartnell's academic excellence and focus on the success of students in its four-year transfer, nursing and technical programs, as well as a proud tradition in intercollegiate athletics, with 12 men's and women's teams, some of which have earned state championships.

Demographics

Most of our students (57%) (52%) are among the first in their families to attend college (first-generation students). About 48% (54%) of students are women and 51% (45%) are men, with an ethnic makeup that includes 64% (71%) Hispanic, earning Hartnell a federal designation as a Hispanic-Serving Institution. In addition, 19% (9%) are white/non-Hispanic, 5% (2%) are Asian and 3% (3%) are African American. The remainder did not report ethnicity. In 2021, Hartnell College was the only district recognized with honorable mention for the John W. Rice Diversity and Inclusion award by the California Community College Chancellor.

HSI Programs

The District recently was awarded two major Title V grants to improve student access and success for underrepresented groups in the STEM disciplines, and it has been lauded by NASA, the NAACP, and the University of California, Santa Cruz as being among the nation's top community colleges in promoting and achieving success for its underrepresented students in the STEM disciplines. Hartnell has done this, in part, through outstanding facilities and intensive mentoring and internship programs with academic and research partners such as the UC- Santa Cruz Baskin School of Engineering, the Naval Postgraduate School, U.S. Department of Agriculture, the Monterey Bay Aquarium Research Institute and the University of California, Davis. Hartnell's Alisal Campus is home to a NASA Science, Engineering, Mathematics, and Aerospace Academy (SEMAA) laboratory for K-12 students and their families, the only one on the West Coast.

Educational Programs

Hartnell offers the first and second years of a college program and workplace and career training, including a three-year bachelor's degree program in computer science and a 2+2 teacher-preparation pathway, both in partnership with California State University, Monterey Bay, just 15 minutes from Salinas. Hartnell College awards the associate of arts degree, associate of science degree, and certificates of achievement, including the strong and successful nursing and allied health program, whose graduates become LVNs, RNs, EMTs, and respiratory care practitioners. For several years running, Hartnell's nursing graduates have achieved NCLEX pass rates of at or near 100 percent.

Hartnell's state-of-the-art Library and Learning Resource Center provides access to electronic databases and is the hub of information and learning technologies. The college has committed to ongoing technology enhancements, including virtualization and server enhancement projects that will increase productivity and access for its students and employees, giving them technological advantages that most college and university students and personnel do not yet have.

Hartnell's vibrant visual and performing arts programs includes a theatre arts company called The Western Stage, which is consistently among the most respected arts institutions on the Central Coast. Its programming is both traditional and experimental, including world premieres of works by contemporary Latino playwrights. Hartnell theatre arts faculty partners with the Alisal Center for the Fine Arts to engage and encourage area youth in their artistic pursuits. The College hosts a student-community orchestra and chorus and the Hartnell Gallery regularly presents exhibitions of painting, sculpture, and photography.

Course Offerings

Day, evening and weekend courses are offered in classroom, online, and hybrid delivery modes. Hartnell is sensitive to its diverse community and offers classes in modified formats to meet the needs of students who work or have other outside commitments, such as late-start courses and condensed sessions. The College offers a full complement of academic and other support services to assist students' educational progress in a one-stop student services format, available online, by phone, and in-person. These include personal counseling, financial aid and scholarship services, international student services, re-entry services, veterans' services, sports counseling, disabled students' programs and services, assessment testing, and career and transfer assistance. In addition, students are encouraged to become involved in the many clubs on campus and student government through the Associated Students of Hartnell College.

Hartnell College Board of Trustees Strategic Priorities

Strategic Priority 1 – Increase Student Completion

Strategic Priority 2 – Increase Student Completion Efficiency

Strategic Priority 3 – Increase Student Transfer to 4-Year Institute

Strategic Priority 4 – Improve Student Employment Subsequent to Training or Completion

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____ (printed name), being first duly sworn, state that I am the _____
_____ (title) of _____ (Firm Name), the party submitting
the foregoing response.

In connection with the response, the undersigned declares, states, and certifies that:

1. The response is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation.
2. The response is genuine and not collusive or sham.
3. The firm has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other respondent or anyone else to put in sham response, or to refrain from responding.
4. The firm has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other respondent, or to fix any overhead, profit or cost element of the response price or that of any other respondent, or to secure any advantage against the public agency awarding the contract or of anyone interested in the contract.
5. All statements contained in the response and related documents are true.
6. The firm has not, directly or indirectly, submitted a rate(s) or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham response.

Executed this _____ day of _____, 2023, at _____, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Address

Printed or typed name

City, State, ZIP

Phone Number

CERTIFICATION OF RESPONSE

***REQUEST FOR PROPOSALS
SECURITY SERVICES***

- A. The undersigned hereby submits its response and agrees to furnish services to Hartnell Community College District in accordance with these proposals.
- B. The Contractor has carefully reviewed its response and understands that the District will not be responsible for any errors or omissions on the part of the Contractor.
- C. It is understood that the District reserves the right to accept or reject any or all responses and to waive any informality in any response received.

Date: _____

Name of Contractor: _____

By: _____
Authorized Signature

Title: _____

Address: _____

Telephone: () _____

Fax: () _____

Federal Tax I.D. No. _____

OR

Social Security No. _____