

## REQUEST FOR QUALIFICATIONS

### Security Patrol

The Arden Arcade Partnership invites the submittal of Statements of Qualification to provide private security patrol services.

Submittals are due by 5:00pm on Friday, January 6, 2023.

If interviews are necessary, they will occur the week of January 23, 2023

Statements of Qualification can be emailed to [ardenarcadepartnership@gmail.com](mailto:ardenarcadepartnership@gmail.com)

Late submittals may not be considered.

Included with this package:

1. Improvement Patrol Project Specifications
2. Exhibit A - Insurance Requirements
3. Attachment 1 – Submittal Information
4. Attachment 2 – Pricing Schedule
5. Map of Project Area

Statements of Qualification should be valid for a period of 90 days from the date of submittal. Please provide one (1) original and four (4) copies of your submittal if submitting hard copies. Company financial information will be kept confidential.

### **Improvement District PBID Patrol Project Specifications**

1. Overview and Program Description

The Arden Arcade Partnership (“the District”), a non-profit corporation, is a property owner’s association responsible for managing and promoting programs to strengthen the economic and cultural well-being of the community. The organization manages the Arden Arcade Partnership (AAP) under agreement with the County of Sacramento designed to provide supplemental services within the District’s boundaries paid by property assessments.

## 2. Program Description

The District Patrol (“Patrol Service”) is designed to provide proactive patrols and enforcement, business outreach, and response to calls for stakeholder assistance. The Patrol Service will be managed by the District through a contracted provider organization (“Contractor”).

Contractor shall provide armed, trained and supervised officers to deliver the following services:

- Preparation of detailed Post Orders and Standard Operating Procedures;
- Patrols to provide enforcement and visual presence in the District. Security personnel shall patrol on foot and by vehicle as an active deterrent for undesirable activity;
- Dispatch Service;
- Call for Service response for stakeholder/business assistance;
- Appropriate real-time, daily, weekly and/or monthly reports and incident documentation;
- Issue Notice of Trespass Orders (602 Notices);
- Armed security services with licensed firearms.

The program hopefully will consist of:

- Proactive patrols, twelve (12) hours per day; **Patrol officers shall arrive in The District within 15 minutes of the beginning of their shift and leave The District no more than 15 minutes before the end of their shift** Baseline schedule subject to adjustment for effectiveness according to District requirements.
- Call for Service response to property owner/business calls promptly within 15 minutes;
- Proposer may propose a plan outside of these parameters for consideration;
- Service Days include all holidays, e.g. New Year’s Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

After approving the final work schedule, the District shall be notified in advance and shall approve any alteration of the work schedule.

## 3. Area Served

Patrol/Response area as designated by the District. Presently, the District covers Arden Way from Watt Avenue to Ethan and then Howe Avenue from Alta Arden to Hurley. It also serves a portion of Alta Arden and Ethan Way. The Service Area includes the streets, sidewalks and approximately 226 parcels of land with commercial, multifamily, churches, schools. For your reference, an illustration of project service area is attached.

#### 4. Insurance

Contractor shall maintain insurance covering Contractor, any subcontractor, or anyone directly or indirectly employed by either of them for the duration of the Contract and any extensions. Insurance specifications are detailed in Exhibit A, Insurance Requirements. The *Arden Arcade Partnership* and the *County of Sacramento* shall be named as additional insureds under such insurance policies and Contractor shall provide *Certificates of Insurance* evidencing such insurance and proof of payment of premiums.

#### 5. Licenses and Permits

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies.

#### 6. Term of Contract; Payment for Patrol Services

Period of contract shall begin Monday, March 3, 2023 or earlier and shall expire on March 2, 2024. With successful performance, the District can extend two (3) one-year options, as approved by the Board of Directors of The District. The District will pay Contractor for Patrol Services monthly, after services are performed, upon receipt of invoice(s), which must include a work report formatted pursuant to District requirements. Payment terms are net thirty (30) days. Any overtime billed to District must be approved in writing, in advance, by the Executive Director, Board Chairperson or their designee in this matter. Contractor shall inform District of any possible discounts. The District maintains the right to terminate the contract upon a thirty (30) day written notice to Contractor. The first month of service, the pay will be made within 10 business days of the County of Sacramento sending payment to the AAP which may not occur until the end of March 2023.

#### 7. Subcontracting/Assignment

Contractor shall not subcontract or assign the Contract or any portion of the Contract without the District's prior written consent. The District must approve any and all subcontractors/assignees and has the right to refuse to approve subcontractors/assignees. The District may request the dismissal of subcontractors at any time. Subcontractors/assignees shall be held responsible for all terms and conditions outlined in the Contract.

#### 8. Contractor Qualifications

Contractor will present their Statements of Qualifications as specific responses to the detailed information and questions requested in Attachment 1 herein.

## 9. Personnel

All personnel will be hired as employees of the Contractor Company exclusively. Contractor shall be responsible for all salaries and expenses, all federal taxes, federal and state unemployment taxes, workers' compensation insurance, and all other fees or taxes relating to its employees. The District may request the substitution or dismissal of personnel at any time in its sole and absolute discretion. No employer/employee relationship will exist with the District **and/or** the County of Sacramento and anyone delivering service under the contract contemplated herein.

All officers will serve at the pleasure of the Executive Director **or the chairperson of the board of directors**, who must approve their initial selection for service to The District and regular evaluation for patrol effectiveness. Decisions to remove and replace specific officers are the sole and absolute discretion of the District at all times.

The District expects all personnel assigned to provide Patrol Service to the District to be fit and fully qualified for the demands and expectations of such service. Of specific interest, Contractor patrol personnel background, training, and experience shall include:

- Strong interpersonal skills, ability to work with diverse groups of people, including persons exhibiting mental health, and homelessness concerns;
- Appropriate background checks, and satisfactory testing protocols for substance abuse;
- Physical ability to complete necessary job requirements;
- Experience in public administration, law enforcement, social services, or community development preferred.
- Licensed by the State of California.

## 10. Nondiscrimination

Contractor shall comply with all applicable federal, state and local nondiscrimination laws, regulations and ordinances and will not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment, recipient of services provided or employee or agent of the District or the County of Sacramento because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition (including HIV or AIDS), or physical or mental disability. Contractor shall comply with the Americans with Disabilities Act of 1990 as amended, Fair Labor Standards Act, Equal Opportunity Employment, Fair Employment and Housing Act.

## 11. Patrol Duties

While on duty, Officers shall:

- Conduct regular patrols of the area based on approved schedule;

- Respond to calls for patrol service by business and property owners within District boundaries;
- Assist with basic crime prevention and observation;
- Contact and remove persons sleeping, camping, or trespassing on private property or other areas pursuant to applicable law;
- Contact law enforcement as necessary to protect citizens, or report crimes in progress;
- Consult with the District and/or County of Sacramento Sheriff's Department as necessary regarding observations and prevention of undesirable pattern situations;
- Interact with businesses, property owners, residents and visitors in a hospitable, assistive manner to address their needs;
- Engaged, collaborative participation in monthly joint force meetings within Arden Arcade;
- Appropriately interact with persons behaving in a socially unacceptable or illegal manner;
- Regularly engage with property and business owners to represent the District, understand their needs and vulnerabilities, and offer guidance for their improved safety and security;
- Complete field reports/incident reports as necessary;
- Complete daily activity reports detailing all response and patrol activities, **including but not limited to activity reports that are in a form acceptable to The District with the date and time of the incident; the time a call is received; the time of arrival of the patrol officer; the location of the place that the incident occurred, including the address and name of the business; a description and name, if possible, of the person contacted; a description of the incident, including the license plate number of any vehicle involved; name and badge number of any outside law enforcement personnel involved;**
- **Patrol officers shall obtain Notice of Agencies from property owners and businesses within The District on a regular, ongoing basis.**
- In coordination with Sacramento Sheriff's Department, California Highway Patrol, and other law enforcement agencies to issue No Trespass orders (602 Notices), and other enforcement documents.
- Issue 602 Notices to individuals when possible and requested.
- Report any problems in the district to the Executive Director or via 311 if there is graffiti, illegal dumping, vandalism etc.

## 12. Equipment / Uniforms

Officers shall patrol in a vehicle or alternative transportation mode that provides an appropriate presence for the program. The Contractor shall add District logos and text to vehicles assigned to patrol service area identifying The District not excessively subordinate to patrol company service marks. **The Contractor shall submit photographs of the vehicles that will be used in The District, including identifying signage on the vehicles.**

Contractor shall supply each officer with appropriate uniforms and outerwear. Uniforms will be maintained in a clean and professional manner at all times. Uniform shall include a nametag identifying each officer by name.

Contractor shall provide other equipment appropriate to support the Patrol Service performed.

### 13. Training

Officers will be appropriately trained to complete the Patrol Service and will include both initial and in- service training.

Training provided by the Contractor at Contractor's expense shall include, but may not be limited to:

- Philosophy and mission of the program;
- Company and employment policies; Code of Conduct; chain of command; rules and regulations;
- Personal conduct, attitude, etiquette;
- Scheduling, assignments, procedures;
- Appearance & uniform maintenance; equipment use & maintenance;
- Data collection, report writing, emergency reporting procedures;
- Personal safety procedures;
- Legal responsibilities;
- Street Smarts/Awareness/Authority;
- Dealing with conflict, emotional behavior, mentally ill, homeless, addiction, aggressive behavior, etc.;
- Community sensitivity/cultural diversity;
- Dealing with youth/gangs;
- Training as to when and how trespass notices are to be issued;
- Firearm training and certification;
- Any other required or suggested training by the Sacramento Sheriff's Department.

### 14. Policies

Contractor is responsible for the safety of its personnel. Contractor shall establish and publish detailed policies and procedures and provide an employee handbook for each employee. Policies shall comply with all applicable state, local and federal laws and regulations as they may apply to employment, operations or safety. Contractor shall obtain or maintain any licenses or certifications required to perform duties under the Contract. Contractor shall be responsible, in concurrence with the District, for preparation of Post Orders that specifically outline the program and define duties.

Contractor employees shall not accept tips or gratuities for services provided while on duty under this Contract.

Contractor shall provide full access to District staff and other restricted leadership to all patrol-generated data, including call and incident records, GPS real-time and archival location detail, as well as body camera archival data. Record retention and preservation policy to be mutually determined by client and contractor, but records of activity within The District, including imaging records, shall be maintained and available to The District for at least five years.

#### 15. Audit

The District reserves the right to audit employee payroll records and review testing programs, policies and procedures, employee handbook and other written information. The District may observe training. Contractor shall furnish a detail of employee hours worked upon request.

#### 16. Evaluation Criteria

The District will conduct a comprehensive, fair and impartial evaluation of all Statements of Qualification received in response to this RFQ. Each Submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. The District may select all, some or none of the Respondents for interviews and/or a site visit. The District may also request additional information from Respondents at any time prior to final approval of a selected Respondent.

#### 17. Award of Contract and Reservation of Rights

The District reserves the right to award one, more than one or no contract in response to this RFQ. The Contract, if awarded, will be awarded to the Respondent(s) whose Submittal(s) is deemed most advantageous to The District, as determined by The District. The District reserves the right to accept one or more Statements of Qualification or reject any or all Statements of Qualification received in response to this RFQ. The District also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process. The District will require the selected Respondent(s) to execute a contract with The District. No work shall commence until The District signs the contract document(s). In the event the parties cannot negotiate and execute a contract within the time specified, The District reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent. This RFQ does not commit The District to enter into a Contract, award any services related to this RFQ, nor does it obligate The District to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein prior to an execution of a contract. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that The District shall in no way be

responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.



## Exhibit A

### INSURANCE REQUIREMENTS

The Insurance Requirements may be further detailed in the final Agreement but the general requirements are as follows.

- A. Time for Compliance: Contractor shall not commence work until it has provided evidence satisfactory to the DISTRICT that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the DISTRICT. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.
- B. Minimum Requirements: Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all its subcontractors to procure and maintain the same insurance for the duration of the Agreement, subject to subparagraph "c" below. Such insurance shall meet at least the following minimum levels of coverage:
  - a. Minimum Scope of Insurance: Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  - b. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
    - a. *General Liability:* \$3,000,000 per occurrence for bodily injury, personal injury, and property damage, to include Automotive Liability at \$1,000,000 per accident for bodily injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.
    - b. *Commercial Automobile Liability:* for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
    - c. *Personal Lines Automobile Liability* for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- d. *if Contractor has any employees, Workers' Compensation and Employer's Liability: Workers' Compensation* limits as required by the Labor Code of the State of California. *Employer's Practices Liability* limits of \$1,000,000 per accident.
- e. *Subcontractor Insurance Requirements:* Contractor shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the DISTRICT that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the DISTRICT as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

Attachment 1

The Arden Arcade Partnership Patrol Submittal

Submittal of:	
A corporation organized and existing under the laws of the State of:	
<u>Or</u> a partnership consisting of:	
<u>Or</u> an individual doing business as:	
Contact name:	
Address:	
Telephone:	
Email:	
Number of years in business:	
Has your business operated under any other name(s)?	
If so, what name(s)?	
List licenses or certifications held, along with license numbers:	
Can you provide insurance coverage as set forth in the specifications including workers' compensation? (attach certificate)	
Provide a list of current contracts/references along with contact names and telephone numbers (attach up to one separate sheet if necessary).	
Are you presently in good standing with local, state and federal governing agencies in terms of compliance with all applicable statutes, acts and codes? If no, please explain.	

Attachment 1 (continued)

Please include the following information in your submittal (30 PAGES MAXIMUM)

1. Company:
  - a. Provide a brief company history and philosophy with local organization chart
  - b. Are there any pending lawsuits against your company or any of the employees who will provide patrol services to the District pursuant to this contract?
  - c. In the last 5 years have you had a complaint filed against your company by any governmental licensing agency; has any party with whom the Contractor had a contract terminated a contract?
  
2. Program Operations:
  - a. Provide an operations plan or schedule based on your perceived needs for Patrol Services, incorporating plans for 12 hours of daily service and a 24-hour Call for Service response service.
  - b. Proposer may propose a plan outside of these parameters for consideration
  - c. Discuss your protocols for external communication/coordination with municipalities and service providers, e.g. mental health, sheriff's department, at both the officer and the dispatch levels?
  - d. Discuss your specific ability to directly load 602 trespass notices into Sacramento Sheriff's Department records (LexisNexis® Coplogic) or the extent of your negotiations to obtain such rights.
  - e. Compare and contrast armed with unarmed patrol services within the context of success in your experience of providing contract patrol service to other improvement districts or organizations of similar nature.
  - f. Provide an outline of communication protocols between the Contractor and The District
  
3. Dispatch:
  - a. Describe your dispatch capabilities and Dispatch procedure
  - b. What is the average time from "call received" to "call answered" to "call dispatched" to "time answered," i.e. actual time of arrival?
  - c. Where is your dispatch center located? Do you outsource or subcontract your dispatch at any time?
  - d. Describe how client-specific requirements are incorporated into your dispatch protocols/procedures?
  
4. Equipment & Uniforms:
  - a. Provide a photograph of uniforms for this program
  - b. Discuss available alternatives to visually identify officers as representatives of the District.
  - c. Describe the type of vehicle that will be utilized for patrols, including detainment and lighting features.

- d. Discuss available alternatives to visually identify vehicle as a service provider to the District.
  - e. What other equipment would be utilized (include only equipment you propose to include as part of your budget for Services—available options for additional fee can be detailed in a supplement for consideration)
  - f. Will in-field personnel be equipped with body cameras? If so, what are your protocols for activation, access, and archiving of such data?
  - g. Will in-field personnel be equipped with radios to communicate with company dispatch?
  - h. Will the District have the ability to communicate directly with in-field personnel?
  - i. Describe other IT resources provided to the District under this agreement, e.g. real-time geolocation, data mining, mapping, for incident trends and history, etc.
  - j. Describe how personnel will be armed, specifying weapon(s) and type.
5. Training:
- a. Describe the levels and nature of the training programs utilized and any continuing/additional training offered. Describe in detail the designations, certificates, and course study programs within various levels of industry standards.
6. Personnel:
- a. Describe recruiting methods utilized by your company
  - b. Provide company staff turnover history for the past four years
  - c. Provide a resume for the Supervisor(s) for this program
  - d. Describe your supervision and disciplinary practice relating to individual officer conduct expectations over points of infraction, corrective and evaluation steps/periods and an eventual termination decision. Describe also roll/involvement of the client over the course of any such processes, if any.
7. Miscellaneous:
- a. Provide copies of the reporting documents that will be used in all levels of detail.
  - b. Proposer shall include documentation of financial stability and resources, including most recent financial statement. These statements will be kept confidential upon request.

Attachment 2

Arden Arcade Partnership Patrol Pricing Schedule

Proposed Annual Budget:  
(March 3, 2023+ 365 days—March 2, 2024)

Budgeted Line Item	Hourly Rate	Weekly Hours Billed	Total Weekly Billing	Total Annual Billing
Regular District Patrol				
Response to Call for Service				
TOTAL PROPOSED ANNUAL CONTRACT PERIOD BUDGET				

# ARDEN-ARCADE PARTNERSHIP

## Exhibit B Service Area (Blue)

