

CITY OF OAKLAND
AGENDA REPORT

2011 FEB 24 AM 11:29

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Public Works Agency
DATE: March 8, 2011

RE: Supplemental Report To Resolution Awarding The Security Services Contract For City Facilities For A Term Period Of Two Years With A One Year Extension Option To Cypress Private Security In An Amount Not-To-Exceed Two Million Dollars (\$2,000,000) Annually And Authorizing The City Administrator To Increase The Contract Up To An Additional Ten Percent (10%) To Cover Increased Labor Costs During The Term Of The Contract And To Extend The Contract On A Month-To-Month Basis Upon Expiration Of The Original Or Extended Term Until A New Request For Proposal Process Is Completed

This is a supplemental report to the report heard at the Finance & Management Committee on January 25, 2011. The Finance & Management Committee requested additional information as noted below.

1. Provide the Committee with the proposed rates from the interview process.

Included is a revised chart from page 4 of the Agenda Report. It has been revised to include the additional preference points and to reflect the proposed regular and overtime rates for each company that participated in the interview process. *(Attachment A)*

2. Provide the Committee with the rating sheet for all bidders.

Included is a rating analysis from the interviews for all three raters and all companies that responded to the RFP. *(Attachment B)*

The rating analysis shows the scores of each bidder. Each score was comprised of a base score multiplied by a weighted value. The value of each question was identified by the importance of the category.

3. Provide the Committee with an explanation on the following questions:

1. Who evaluated the City's security needs?

The security needs for the Civic Center Complex were evaluated by the Public Works Agency's, Facilities Complex Manager and Building Services Managers. They are responsible for the day to day operation of the Civic Center Complex buildings and Plaza. The PWA staff also works closely with the Oakland Police Department to assess the

security needs based on issues and problems. The needs for all other city facilities are defined by the clients (Library, Department of Human Services, and Finance and Management Agency) that utilize the security services through this contract.

2. What additional security services were added to the RFP that are beyond the services ABC Security is required to provide under its current contract?

The RFP was written with the same scope of services used for the current contract. A description of the basic duties is covered in Section III- B of the RFP. "General Guard Functions to Be Provided". (*Attachment C*)

3. What will be different/ what will be improved upon with the City's security services by choosing a vendor other than ABC.

The parameters set forth in the RFP do not exceed services currently provided by the incumbent. However, upon award of the contract, the project manager and each of the City's departmental representatives will review the current operating policies and procedures and update where necessary.

RECOMMENDATION AND RATIONALE

Staff is recommending that the City Council award a security service contract to Cypress Private Security, the top rated security company that participated in the RFP process.

CONTRACTORS

Rating A

	weight	US Security		Security Mgmt		Security Code 3		Premiere		Madne		Fisher		OTM		Cypress		Comprehensive		ABC		Mean	
		base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted
1 Presentation Communication	1.00%	8	8.00%	5	5.00%	5	5.00%	6	6.00%	4	4.00%	5	5.00%	4	4.00%	8	6.00%	8	8.00%	8	6.00%	6.1	6.10%
2 Relevant Experience	1.00%	7	7.00%	6	6.00%	6	6.00%	5	5.00%	3	3.00%	5	5.00%	3	3.00%	8	6.00%	8	8.00%	6	6.00%	5.7	5.70%
3 Guard Qualifications	1.50%	6	9.00%	6	8.00%	6	9.00%	4	5.00%	4	6.00%	4	6.00%	4	6.00%	5	12.00%	7	10.50%	6	9.00%	5.5	8.25%
4 Project Knowledge/Planning	2.50%	7	17.50%	8	18.00%	7	17.50%	6	15.00%	4	10.00%	4	10.00%	4	10.00%	7	17.50%	7	17.50%	7	17.50%	5.9	14.75%
5 Management, Admin & Fiscal Strength	3.00%	6	12.00%	5	10.00%	6	12.00%	6	12.00%	4	8.00%	4	6.00%	2	4.00%	6	16.00%	8	16.00%	6	12.00%	5.5	11.00%
8 Proposed Rate Sheet Supplied	2.00%	5	16.00%	5	10.00%	7	14.00%	5	10.00%	5	10.00%	4	8.00%	2	4.00%	6	12.00%	7	14.00%	4	8.00%	5.3	10.60%
Total		42	69.50%	33	39.00%	37	63.50%	32	54.0%	24	41.00%	26	42.0%	19	31.0%	45	73.5%	45	74.0%	37	60.5%		
Rank		3rd		6th		4th		7th		9th		5th		10th		2nd		1st		5th			

CONTRACTORS

Rating B

	weight	US Security		Security Mgmt		Security Code 3		Premiere		Marina		Fisher		OTM		Cypress		Comprehensive		ABC		Mean	
		base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted
1 Presentation Communication	1.00%	7	7.00%	6	6.00%	6	6.00%	5	5.00%	5	5.00%	5	5.00%	5	5.00%	10	10.00%	7	7.00%	6	6.00%	5.2	6.20%
2 Relevant Expadance	1.00%	7	7.00%	7	7.00%	5	5.00%	5	5.00%	5	5.00%	4	4.00%	4	4.00%	9	9.00%	6	6.00%	7	7.00%	4.5	5.90%
3 Guard Qualifications	1.50%	5	7.50%	6	8.00%	6	9.00%	5	7.50%	4	6.00%	6	9.00%	3	4.50%	6	9.00%	6	9.00%	6	9.00%	5.3	7.95%
4 Project Knowledge/Planning	2.50%	6	15.00%	7	17.50%	5	12.50%	5	12.50%	4	10.00%	5	12.50%	4	10.00%	8	20.00%	6	15.00%	7	17.50%	5.7	14.25%
5 Management, Admin & Fiscal Strength	2.00%	7	14.00%	8	12.00%	6	12.00%	5	10.00%	5	10.00%	5	10.00%	4	8.00%	8	16.00%	6	12.00%	5	10.00%	5.7	11.40%
8 Proposed Rate Sheet Supplied	2.00%	8	16.00%	5	10.00%	8	16.00%	5	10.00%	5	10.00%	5	10.00%	3	6.00%	5	10.00%	7	14.00%	5	10.00%	5.5	11.20%
Total		40	66.50%	37	61.50%	36	60.50%	30	50.0%	28	48.00%	30	50.5%	23	37.5%	46	74.0%	36	63.0%	36	59.5%		
Rank		2nd		4th		3th		6th		5th		7th		10th		1st		3rd		6th			

CONTRACTORS

weight	US Security		Security Mgmt		Security Code 3		Premiere		Marina		Fisher		DTM		Oypress		Comprehensive		ABC		Mean	
	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted	base	weighted
1.00%	8	8.00%	6	6.00%	5	5.00%	4	4.00%	5	5.00%	4	4.00%	4	4.00%	8	8.00%	8	8.00%	8	8.00%	8	8.00%
1.00%	6	6.00%	6	6.00%	6	6.00%	4	4.00%	4	4.00%	4	4.00%	4	4.00%	8	8.00%	6	8.00%	6	6.00%	6	6.00%
1.50%	7	10.50%	6	6.00%	5	7.50%	4	6.00%	5	7.50%	4	6.00%	4	6.00%	8	12.00%	8	12.00%	8	9.00%	6	9.00%
2.50%	6	15.00%	7	17.50%	6	13.00%	4	10.00%	5	12.50%	4	10.00%	3	7.50%	7	17.50%	7	17.50%	6	15.00%	6	15.00%
2.00%	7	14.00%	6	12.00%	6	12.00%	4	8.00%	4	8.00%	4	8.00%	3	6.00%	8	16.00%	7	14.00%	6	12.00%	6	12.00%
2.00%	8	16.00%	5	10.00%	7	14.00%	5	10.00%	4	8.00%	4	8.00%	2	4.00%	6	13.00%	7	13.00%	4	8.00%	4	8.00%
Total	42	69.50%	36	60.90%	35	59.50%	31	51.0%	25	42.00%	27	45.9%	20	31.5%	45	73.5%	45	73.5%	36	58.0%	36	58.0%
Rank	3rd		4th		6th		7th		9th		8th		10th		1st		1st		5th		5th	

- 1 Presentation
- 2 Relevant Experience
- 3 Guard Qualifications
- 4 Project Knowledge/Planning
- 5 Management, Admin & Fiscal Strength
- 6 Proposed Rate Sheet Supplied

Average Base Total	41.33	68.50%	35.33	59.00%	35.00	61.17%	31.00	51.67%	25.67	43.00%	27.67	45.83%	20.67	33.33%	45.33	73.67%	42.57	70.17%	36.33	59.33%
Ranking	3rd		6th		4th		7th		9th		8th		10th		1st		2nd		5th	
Preference Points	2%		2%		2%		5%		0%		0%		5%		2%		2%		0%	
Base + Preference Points	70.50%		61.00%		63.17%		56.67%		43.00%		45.83%		38.33%		75.67%		72.17%		58.33%	
Ranking w/Preference Points	3rd		5th		4th		7th		9th		8th		10th		1st		2nd		6th	

Security Interview Rating and Proposed Hourly Rates

Security RFP Selection Process

August 2010

Overall Ranking	Bidder	Rater A	Rater B	Rater C	Average	Average with Preferential Points	Proposed Hourly Costs/ Rates	
							Regular/	Overtime
1	Cypress Security	73.5	74.0	73.5	73.67	75.67	17.94	26.01
2	Comprehensive Security	74.0	63.0	73.5	70.17	72.17	17.90	26.02
3	U.S. Security Associates Inc.	69.5	66.5	69.5	68.5	70.5	17.05	24.72
4	Security Code 3	63.5	60.5	59.5	61.17	63.17	17.45	26.18
5	Security Mgmt & Consulting	55.0	61.5	60.5	59.0	61.0	18.76	not provided
6	ABC Security Services Inc.	60.5	59.5	58.0	59.3	59.3	18.95	26.33
7	Premiere Protective Service	54.0	50.0	51.0	51.67	56.67	18.22	27.33
8	Fisher Executive Protection	42.0	50.5	45.0	45.83	45.83	19.00	19.50
9	Marina Securities Svcs. Inc	41.0	46.0	42.0	43.0	43.0	18.50	not provided
10	DTM Corporation	31.0	37.5	31.5	33.3	38.33	23.95	not provided

RFP FOR SECURITY GUARD SERVICES

- a) TEMPORARY ASSIGNMENTS are those less than three (3) months in duration.
- b) PERMANENT ASSIGNMENTS are those longer than three (3) months in duration.
2. BILLING RATE is the hourly rate charged and invoiced by the Contractor to the City. It shall cover all general and administrative expenses, employees' costs, as well as gross profit, annual living wage adjustments and any other overhead for the Contractor.
3. THE CITY shall mean the City Council of Oakland, or the Redevelopment Agency of the City of Oakland.
4. CONTRACT ADMINISTRATION shall mean the Deputy Director of Public Works or the designated Division project area representative.
5. CONTRACTOR shall be the selected security company that is awarded the service contract.
6. GUARD PERSONNEL are fully qualified unarmed guards, employed and supervised by the Contractor assigned to serve at guard duty stations as determined by the City.
7. HOURLY RATE OF PAY is the hourly wage paid by the Contractor to the Contractor's employees. It is the amount equal to the hourly rate prior to any payroll deductions for taxes, social security or for other money paid for vacations (2 weeks per year maximum), holidays (10 days maximum) and dental plans. No other fringe benefits are to be used for purposes of determining the hourly rate of pay.
8. SITE MANAGER shall be the City Representative in charge and on duty during the shift worked by guard, e.g., the Librarian at the branch library, the Public Works Supervisor at the Public Works Maintenance Center, etc.
9. CONTRACT PROJECT MANAGER shall be the Contractor's Representative who will be the primary contact on all contract related issues.

III. SCOPE OF SERVICES

A. PURPOSE

To provide uniformed, unarmed guard service as required by the City in order to maintain security of property, the public, patrons and personnel visiting or at buildings, maintenance and storage yards, public libraries, parking lots, yards, fueling docks, driveways and walkways located in Oakland.

B. GENERAL GUARD FUNCTIONS TO BE PROVIDED

1. Guards will be responsible for all phases of building protection, including but not limited to: guarding the premises against theft, fire, pilferage, malicious injury, damage and destruction; reporting violations of fire and safety regulations; and making tours of the premises.
2. Guards will be responsible for providing directions and information to visitors regarding City Offices. Guards will screen, redirect and report inappropriate visitors according to the post instructions. Guards will refer facility services and operational questions from the public.

RFP FOR SECURITY GUARD SERVICES

vendors, visitors to the Contract Administrator or the City staff representative designated in a reference guide that should be available at each fixed guard station.

3. Guards will regularly inspect all designated areas and buildings during working hours to determine that they are properly locked, secured and otherwise in order. Guards may be responsible for the enforcement of "No Trespassing" and "No Parking" in applicable areas as associated with specific building assignments.
4. Guards will respond as appropriate to protective alarm signals including distress alarms, elevator and fire alarms. Guards will report any maintenance problems after hours to designated building staff. When a problem needs an urgent emergency response, guards will contact Fire Dispatch.

Guards will monitor and report malfunctions of any electrical alarm, video surveillance or security lighting equipment. Guards should be able to perform all duties related to the use metal detectors or other monitoring equipment in applicable areas as associated with specific building assignments.

5. Guards will intercept and question anyone attempting to gain unauthorized access, attempting to harm staff or damage to City-owned property, attempting theft, and/or exhibiting any other forms of criminal behavior. The Oakland Police Department must be summoned if an arrest or other police interventions are needed.

Guards will maintain an effective liaison relationship with the City of Oakland's Police Department and Fire Services Agencies as it relates to their assigned facility. Guards will contact the Oakland Police Department if an accident or life-threatening situation is observed in the street, public right-of-way in the vicinity of the guarded facility, and/or anywhere on the facility premises.

If a disaster occurs while guards are on duty, guards shall obey directions from the Oakland Police Department Agency, Fire Services Agency or City Incident Commander assigned to manage a staff mobilization or response at the guarded facility.

6. If an incident occurs near the end of a normal shift, the Contract Administrator or Site Manager(s), Police and/or Fire Representative may request that the security guards stay beyond the end of the shift. The extra time shall be deemed as authorized emergency overtime. Guards should be responsive to the Contract Administrator or Site Manager(s)'s observations that the specific locations and/or situations need special attention during the time of incident.

Guards will never leave a facility unsecured, and must remain until properly relieved by relief guard or security supervisor.

7. Guards will be responsible for maintaining the appearance and order at security duty stations. Contractor will maintain the Guard Manual, emergency reference directions, and building-related notices in an orderly and neat fashion. Guards on duty will be fully informed and educated about these work tools and requirements, and will understand and comply with all guard post instructions.

RFP FOR SECURITY GUARD SERVICES

8. Guards shall submit detailed incident reports (i.e., accident, disturbances, alarms) to the Contract Administrator or Site Manager(s), including all unusual or hazardous conditions encountered during each work period. Contractor shall maintain written records of all guard force activity and provide a comprehensive daily written report of activities to site Contract Administrator.
9. Contractor will provide security services for special events, after hours meetings, community fairs, workshops and moves within the building as needed.
10. Guards will perform other security duties and services as requested by Contract Administrator.

C. QUALIFICATIONS OF GUARDS

1. All security guards assigned to work under the terms of this contract must have a high school diploma or GED equivalent, and have been actively employed as a security guard within a period of two (2) years preceding the effective date of this security contract. Experience in military, military police, and/or law enforcement is highly desirable.
2. All security guards must possess good communications skills, be able to speak and read in English, and able to write complete and accurate reports. Bilingual communication capability is desirable.
3. Registration Card: At the time of assignment, guards must possess a registration card issued by the State of California's Department of Consumer Affairs allowing them to be employed by a licensed agency as a security guard for a three-year period. **NO EMPLOYEE OF EMPLOYER IS EXEMPT FROM THIS PROCEDURE.** Guards with an interim or temporary registration cannot and will not be accepted for employ.
4. Background Check: All security guards and their supervisory staff must undergo a criminal history background check through the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). The City reserves the right to request a copy of any background check for security guards working under this contract.
5. Physical and Mental Capability: Guards must be in good mental and physical health, and be fully capable of performing moderate to arduous physical exertion under normal and/or emergency conditions. They must possess good distance vision in each eye (corrected to 20/30 on the Sneller Chart), normal fields of vision, good depth perception, close vision of both eyes (correctable to Jaeger #4 type test), and the ability to distinguish basic primary colors.
6. Hearing loss must not exceed 30 decibels in both ears, or 35 decibels in the poorer ear. Hearing aids may be used only with the approval of the examining physician. Body weight shall be proportionate to body height.
7. Medical examinations of the guards shall be conducted at the Contractor's expense; prior to initial request for clearance and annually thereafter (or more frequently as determined by the Contractor's examining physicians).

DRAFT

City Attorney

OAKLAND CITY COUNCIL**RESOLUTION No. _____ C.M.S.**FILED
OFFICE OF THE CITY CLERK
OAKLAND

2011 FEB 24 AM 11:31

RESOLUTION AWARDING THE SECURITY SERVICES CONTRACT FOR CITY FACILITIES FOR A TERM PERIOD OF TWO YEARS WITH A ONE YEAR EXTENSION OPTION TO CYPRESS PRIVATE SECURITY IN AN AMOUNT NOT-TO-EXCEED TWO MILLION DOLLARS (\$2,000,000) ANNUALLY AND AUTHORIZING THE CITY ADMINISTRATOR TO INCREASE THE CONTRACT UP TO AN ADDITIONAL TEN PERCENT (10%) TO COVER INCREASED LABOR COSTS DURING THE TERM OF THE CONTRACT AND TO EXTEND THE CONTRACT ON A MONTH-TO-MONTH BASIS UPON EXPIRATION OF THE ORIGINAL OR EXTENDED TERM UNTIL A NEW REQUEST FOR PROPOSAL PROCESS IS COMPLETED

WHEREAS, the City of Oakland has various municipal facilities and properties which require unarmed guard personnel to provide security services to protect the public, city personnel, officials, and property; and

WHEREAS, these facilities include, but not limited to, Civic Center Complex, certain branch libraries, parking facilities, Public Works maintenance facilities, senior centers, multi-service centers; and

WHEREAS, the City issued a request for proposals and interviewed all ten (10) companies who submitted proposals and the most qualified, firm was selected to provide the needed professional security services; and

WHEREAS, Cypress ranked number one in the RFP process and met the minimum 20% LBE/SLBE requirement, was selected to provide security services at all other City sites based on their experience providing security services at government and municipal sites; and

WHEREAS, the City Council finds and determines that this contract is of a professional, technical or scientific and temporary nature; and

WHEREAS, funds are available in the Facilities Services Fund (4400), Library Services Retention-Enhancement Fund (2240) and Multipurpose Reserve Fund (1750); and

WHEREAS, the City Council finds and determines that this contract shall not result in the loss of employment or salary of any person having permanent status in the competitive services; now, therefore, be it

RESOLVED: That the Security Services Contract for City Facilities is awarded to Cypress Private Security for a term period of two years in an amount not-to-exceed two million dollars (\$2,000,000.00), annually; and be it

FURTHER RESOLVED: That the City Administrator is authorized to extend the Security Services Contract for one additional year upon satisfactory performance by the contractor; and be it

FURTHER RESOLVED: Upon expiration of the original or extended term of the contract the City Administrator is authorized to extend the contract on a month-to-month basis until such time as the City completes a new request for proposal process; and be it

FURTHER RESOLVED: That the City Administrator or his designee authorized to increase up to 10% over the estimated contract amount to provide compensation to meet the cost of labor resulting from the Oakland Living Wage Ordinance annual adjustments or other State and federal legislation that is enacted during the course of the contract; and be it

FURTHER RESOLVED: That the City Administrator or his designee is hereby authorized as agent for the City to conduct all negotiations, execute and submit all documents, including but not limited to agreements, amendments, extensions, modifications, payment requests and related actions, which may be necessary for the completion of the aforementioned agreement in accordance with its basic purpose; and be it

FURTHER RESOLVED: That a copy of said agreement will be approved by the Office of the City Attorney for form and legality and a copy will be on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAFF, and PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California