



REQUEST FOR PROPOSALS FOR UNARMED SECURITY SERVICES

Proposal Closing Date: April 23, 2019 **Time:** 2:00 PM **RFP No.:** 2019-02

Description: To provide Unarmed Security Services at various Bend Park and Recreation District properties.

Business Manager: David Crowther **Phone:** 541-706-6102 dave@bendparksandrec.org
Park Stewardship Manager: Jeff Hagler **Phone:** 541-389-1269 JeffH@bendparksandrec.org

SEALED PROPOSALS will be received until the closing date and time noted above by Bend Park and Recreation District (“District”) at:

Bend Park and Recreation District
Attn: David Crowther
799 SW Columbia Street
Bend, Oregon 97702

SINGLE POINT OF CONTACT: There will be only one point of contact for the entire Request for Proposal process. The contact point is the District Business Office, and the contact person is the Business Manager listed above, unless otherwise stated in the RFP. Any questions or issues that may arise regarding the specifications, the bidding process, and/or the award process shall be directed to the Business Manager listed above. The District’s official response to any questions or requests will be in writing through direct letters or the Addendum process. *Deviating from public contracting requirements may cause your submission to be rejected.*

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District Office | Don Horton, Executive Director

799 SW Columbia St., Bend, Oregon 97702 | www.bendparksandrec.org | (541) 389-7275

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SCHEDULE OF EVENTS

The schedule of events set out herein represents Bend Park and Recreation District's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

Request for Proposal Released	March 25, 2019
Last Date for Request for Changes/Protests of Specifications/Terms and Conditions	April 12, 2019
Closing Date (last day to submit proposals to District)	April 23, 2019
Responses Evaluated/Interview (if deemed necessary)	April 24- April 30, 2019
Intent to Award Announcement	May 10, 2019
Contract Award	June 5, 2019



LEGAL ADVERTISEMENT

RFP #2019-02 UNARMED SECURITY SERVICES

The Bend Park and Recreation District (District) request proposals from security firms interested in providing Unarmed Security Services.

Proposals shall be submitted to David Crowther, Business Manager, 799 SW Columbia Street, Bend, Oregon 97702, before, 2:00 PM, April 23, 2019. Bids will not be accepted after this hour and date.

RFP documents may be obtained from the District website:
<https://www.bendparksandrec.org/about/bids>

All proposals shall be submitted as set forth in Section 1 – Instructions to Proposers. District is not responsible for proposals submitted in any manner, format or to any delivery point other than as required by the Solicitation Document.

No proposal may be withdrawn after the hour set for the opening thereof until the sixty (60) days from the date and time set for opening.

District reserves the right to waive any or all informalities and irregularities; may cancel the Request for Proposals; and may reject any or all proposals as determined to be in the best interest of the District.

Dated this 26th day of March, 2019.

David Crowther
Business Manager
541-706-6102

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799 SW Columbia St., Bend, Oregon 97702 | www.bendparksandrec.org | (541) 389-7275

1. INSTRUCTIONS TO PROPOSERS

All proposals and contracts are subject to the provisions and requirements of the Oregon Revised Statutes 279A and 279B and District Public Contracting Rules.

THIS SOLICITATION IS GOVERNED BY OREGON PUBLIC CONTRACTING LAWS. PROPOSERS SHALL FOLLOW ALL REQUIREMENTS SET FORTH HEREIN TO BE ELIGIBLE FOR AWARD CONSIDERATION. DEVIATING FROM THE STRICT PARAMETERS OF THIS PUBLIC PROCESS MAY CAUSE YOUR PARTICIPATION IN THIS PROCESS OR YOUR PROPOSAL TO BE REJECTED. CONTACT ONLY THE SINGLE POINT OF CONTACT FOR COMMENTS, QUESTIONS, OR REQUEST FOR CHANGES – OTHER DISTRICT STAFF AND CONSULTANTS CANNOT OVERRIDE THE STRICT LEGAL COMPLIANCE REQUIRED HEREIN.

PROPOSAL PREPARATION

1.1 PROPOSAL FORMAT

Proposals shall be typewritten or prepared in printed ink and shall be submitted as specified and on the forms provided in the Request for Proposals. No oral, telegraphic, telephone or facsimile proposals shall be accepted.

1.2 CONFORMANCE TO SOLICITATION REQUIREMENTS

Proposals shall conform to the requirements of the Request for Proposals. All necessary attachments (Bidder Residency Information, Independent Contractor Certification, etc.) shall be submitted with the proposal and in the required format. Failure to comply with all requirements may result in proposal rejection.

1.3 REQUEST FOR CLARIFICATIONS, CHANGES, OR PROTEST OF REQUIREMENTS

Proposers may submit a written protest of any provision or specification contained in an RFP and may request a change to any provision or specification contained in an RFP, no later than 5 p.m. on the day which is seven (7) calendar days prior to the date Proposals are due, unless a different deadline is indicated in the RFP.

Each protest and request for change must include: the reasons for the protest or request; any and all evidence and documented, factual information that supports proposer's protest; and any proposed changes to the RFP provisions or specifications. A Proposer may submit a protest, in writing, to: Bend Park and Recreation District, attn.: David Crowther, 799 SW Columbia Street, Bend, Oregon 97702.

Envelopes containing proposal protests shall be marked as follows:

RFP 2019-02 REQUIREMENTS(S) PROTEST
ATTN: DAVID CROWTHER, BUSINESS MANAGER

Protest of technical or contractual requirements shall include the reason for protest, any and all evidence and documented, factual information that supports proposer's protest, and any proposed changes to the requirements. District will not consider any protest or request for change that is received at any time after the deadline.

1.4 DISTRICT'S STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

District's Standard Terms and Conditions for Goods and Services shall apply to the awarded contract. District will consider negotiated revisions to its Standard Terms and Conditions with only the selected proposer, and only to the extent that those revisions affect the unique nature of the services and not any revisions to compliance or obligation under Oregon law, governing laws, venue, indemnification of District, document precedence, insurance requirements, District's protection, rights, or its sole judgment. Examples of considered revision may include intellectual property rights, non-conflicting license provisions, ownership of proprietary information, business models or trade secrets, or any acceptance of unwarranted risk or loss to the proposer that is clearly outside of the intended provision of services to the District. Risks inherent to the type of work performed by proposer shall not be considered by or transferred to the District.

1.5 PROPOSED TERMS AND CONDITIONS NOT BINDING

Proposers may include in their response, proposed contractual terms and conditions that relate to the subject matter reasonably identified in the RFP. Proposers may not protest or request to change the entire terms and conditions of the solicitation. For example, you may not seek to replace District's terms and conditions in whole with your firm's terms and conditions, standard contract, master services agreement, etc.

District reserves the right to negotiate the proposed terms and/or conditions with Proposer and either accept or reject the proposed terms and/or conditions.

NO PROPOSED TERMS OR CONDITONS SHALL BECOME A PART OF THE AWARDED CONTRACT UNLESS ACCEPTED BY DISTRICT AND INCORPORATED INTO THE CONTRACT IN WRITING.

1.6 SIGNATURE ON PROPOSAL

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the Proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from bidding without fully comprehending all requirements of the Request for Proposals.

Proposers shall only enter information within the bid document where it is requested or required. Proposers shall NOT make any alterations to the Original Solicitation Document. Any bid that has been altered may be rejected.

1.7 PREPARATION COSTS

Pursuant to District rules, District may cancel, reject in whole or in any part any bids or proposals, without liability incurred by District at any time after issuing an RFP, if District believes it is in District's interest to do so. Proposers responding to the RFP are responsible for all costs they may incur in connection with submitting Proposals and responses to the RFP, which include, but are not limited to: submittal preparation, submittal, travel expenses, interviews, presentations, or evaluation of any proposal.

PROPOSAL SUBMISSION

1.8 PROPOSAL SUBMISSION

- A. Sealed proposals, containing a minimum of one (1) original signed proposal response including any addenda which require signature, and three (3) copies, and one (1) digital copies (CD or flash drive), shall be received and date and time-stamped by the District prior to bid closing. No proposal received after RFP closing date and time shall be considered. To ensure that your proposal receives priority treatment within our mailing system, your proposal should be labeled with the following information:

RFP #2019-02, UNARMED SECURITY SERVICES
DUE DATE: APRIL 23, 2019, 2:00 PM

Proposals may be submitted in the following manner and to the following address:
Express deliveries (UPS, FedEx, etc.)
US Mail deliveries

Hand deliveries: Bend Park and Recreation District
RFP 2019-02
Attn: David Crowther
799 SW Columbia Street
Bend, OR 97702

Proposals shall be received and date and time-stamped by the District prior to Proposal closing date and time. **No Proposal received after the closing date and time will be considered.** District is not responsible for proposals submitted in any manner, format or to any delivery point other than as required by the Solicitation Document.

B. REQUIRED PAGES & CONTENT OF PROPOSAL

Proposer MUST complete, sign, and return the following pages and statements with their RFP response:

- **SECTION 8** – Proposal Form
- **SAMPLE REPORTS** noted in section 5/9 – Reporting Procedures
- **PHOTOGRAPHS** of typical uniforms as noted in section 5.4 – Contractor Supplied Uniforms; and mobile patrol vehicles as noted in Section 5.6 – Contractor Supplied Vehicles
- **ATTACHMENT A** – Bidder Residency Information

- **ATTACHMENT B** – Recycled Products Certification & Sustainability Questionnaire
- **ATTACHMENT C** – Independent Contractor Information
- **ATTACHMENT D** – Bidder Qualifications & Reference Form
- **RESPONSE TO ALL EVALUATION CRITERIA** listed in Section 6
- **CONTRACTURAL ACCEPTANCE:** Statement accepting ALL terms and conditions contained in this solicitation.
- **TERMINATION FOR DEFAULT:**
Statement indicating if Proposer has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. District will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of proposers past performance.

1.9 ADDENDA

Any VERBAL communication cannot and shall not be construed as approval of the acceptability of any deviation to any requirement. All changes to requirements and/or the solicitation documents will be made in the form of Addenda. The Proposer is responsible for ensuring that all addenda have been received and are acknowledged in their RFP Response. All addenda can be obtained electronically at <https://www.bendparksandrec.org/about/bids>. As a courtesy, District may send addenda to registered Proposers either by fax or e-mail.

1.10 PROPOSAL MODIFICATION

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RDP number and closing date and time. Proposers may not modify proposals after bid closing date and time.

1.11 PROPOSAL WITHDRAWALS: Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the District prior to RFP Closing time. Proposals may also be withdrawn in person before RFP closing time upon presentation of appropriate identification.

1.12 PROPOSAL OPENING: Unless otherwise provided by Law or Rule, proposals

received in response to this Request for Proposals shall be publicly opened at the scheduled closing date and time at the District Office located at 799 SW Columbia Street, Bend, Oregon 97702. Proposers who attend the RFP opening shall be informed only of the names of Proposers submitting proposals. No other information shall be available at that time. Award decision will not be made at the opening.

1.13 EXCEPTIONS

Any exceptions to the requirements of this solicitation **MUST** be submitted in accordance with Section 1.3 REQUESTS FOR CLARIFICATIONS, CHANGES, or PROTESTS OF REQUIREMENTS. Exceptions submitted with your proposal, or in any manner other than the process provided herein, may cause your proposal to be ruled non-responsive and rejected.

1.14 ALTERNATE PROPOSALS

Proposers may submit more than one proposal. All proposals must comply with the requirements of the RFP except that additional proposals may incorporate, by reference, repetitive information which is provided in the complete proposal.

1.15 PROPRIETARY DATA/PUBLIC RECORD

This Request for Proposal, together with copies of all documents pertaining to the award of a contract, shall be kept by the District and made a part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following legend:

“This data constitutes a trade secret under ORS 192.502(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosures only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance “ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

The above restriction may not include cost or price information, which shall be open to public inspection.

2. SPECIAL TERMS AND CONDITIONS

2.1 DEFINITIONS

“**24/7**” refers to service availability at all times without interruption: 24 hours per day, 7 days per week, and 365 days per year.

“**Certification**” means recognition by the department of Public Safety Standards and Training that a Private Security Professional meets all of the qualifications listed in ORS 181.875.

“**CIP**” means Critical Infrastructure Protection.

“**DPSST**” means the department of Public Safety Standards and Training.

“**Private Security Professional**” means an individual who performs, as the individual’s primary responsibility, private security services for consideration, regardless of whether the individual, while performing the private security services, is unarmed or wears a uniform, and regardless of whether the individual is employed part-time or full-time to perform private security services. ORS 181.870(6).

“**Private Security Services**” means the performance of at least one of the services listed in ORS 181 870 (8) (a) through (g), as specifically described and detailed in this Contract.

“**PSP**” means Physical Security Perimeter.

“**Random Patrols**” means to perform patrols in a random, non-sequential order, varying daily arrival times per location, as not to develop a pattern. The purpose is to observe, investigate and document suspicious activities occurring on-site and along adjoining property lines, and to ensure on-site security by checking for signs of transient presence or occupancy, vandalism, or other damage or potential damage to property.

Bend Park and Recreation District may be referred to as: “**District,**” “**BPRD,**” “**owner,**” or “**agency.**”

Proposers may be referred to as: “**Companies,**” “**Potential Proposers,**” “**Contractors,**” “**Bidders,**” “**Respondents,**” or “**Proposers.**”

“**Request for Proposal**” may be referred to as “**RFP.**”

Proposals may be referred to as: “**Bid.**”

The successful Proposer awarded a contract from this solicitation may be referred to as: “**Contractor,**” “**Vendor,**” “**successful Proposer,**” or “**the awarded party.**”

2.2 PUBLICITY

Any publicity giving reference to this solicitation, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only by the District or with their written approval.

2.3 NON INTERFERENCE WITH WORK SITE

Contractor shall perform its work activities in such a manner that they will not interfere with the normal work activities of District. Contractor shall not block access to any work areas, and shall maintain safe passage for normal District business activities.

2.4 AMENDMENTS TO THE CONTRACT

District may, by amendment to this contract, agree to appropriate increases in the maximum consideration payable under this contract should any substantial approved increase occur in the scope, character, schedule or complexity of services as outline in the Statement of Work. The Contractor may petition District for such an amendment, or District may initiate the action on its own. Any amendment must have received all necessary approvals, and be executed by District prior to commencement of any such work by the Contractor.

2.5 CONTACT TERM/RENEWALS

This Agreement will renew on the anniversary of the original contract execution date unless otherwise terminated in accordance with the early termination provisions herein. If Contractor does not agree to renew the Agreement for an additional term, Contractor must notify District within ninety (90) days of the anniversary of the original contract execution date. The maximum term for this Agreement shall not exceed five (5) years.

2.6 HOLIDAYS

District observed holidays are: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

2.7 LICENSES

Executive Managers and Supervisory Managers shall be licensed by the DPSST, as required by ORS 181.870 and 181.873 (1) (b), and OAR 259-060-0130. Private Security Professionals shall be licensed by the DPSST, as required by ORS 181.875 and OAR 259.060-0120.

2.8 DISPUTES

In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the District shall be final and binding upon the parties.

2.9 SURVIVAL

Except for those rights and obligations specifically referenced and/or retained in the contract document, all rights and obligations shall cease upon termination or expiration of this contract.

2.10 PRICE ADJUSTMENTS

Price increases may be considered by the District annually, on the anniversary of the original contract execution date. A positive means of substantiating the price increase shall accompany the request. The District shall determine what constitutes acceptable documentation. Under no circumstances shall the prices increase more than 5% each year, unless documentation clearly substantiates market conditions that affect Contractor's cost of producing, supplying, and delivering the products and/or services to the District. Documentation shall provide any calculations used to determine increase and shall verify that the increased cost to Contractor is equal to or greater than the requested increase.

2.11 BACKGROUND CHECKS

District requires a personnel risk assessment be performed by the Contractor and by their Subcontractor(s) on all Contractor's employees and agents needing unescorted physical access to District's Physical Security Perimeter (PSP) per the District's background check servicing provider.

Upon District's Intent to Award notification, Contractor will confirm, on a form letter provided by District, that each of the Contractor's staff and agents performing work under this Contract requiring unescorted physical access to District's PSP have completed and passed a 7-year background check meeting District's criteria Sample of District's form letter attached as Exhibit A.

All Contractor's staff and agents who are performing work under this Contract needing unescorted physical access to District's PSP will be required to attend 1.5 hours District training prior to access authorization.

Upon a audit by the District, Contactor agrees to provide District with a copy of the original background checks.

3. INSURANCE REQUIREMENT

3.1 CERTIFICATES OF INSURANCE

As evidence of the insurance coverage required by this contract, the Contractor shall furnish Certificate(s) of insurance to the District, before final award can be authorized. The insurance coverage required under this contract shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retention and/or self-insurance included hereunder.

3.2 COMPREHENSIVE COMMERCIAL/GENERAL LIABILITY

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$2,000,000. Each annual aggregate limit shall not be less than \$4,000,000.

3.3 AUTOMOBILE LIABILITY

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent.

3.4 WORKERS' COMPENSATION

All subject employers working under this contract are either employers that will comply with ORS 656.017 which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126.

3.5 INDEMNIFICATION

Contractor shall defend, save, hold harmless, and indemnify District, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

3.6 ADDITIONAL INSURED

The liability insurance coverage, except Professional Liability, if included, required for performance of the contract shall include District, its agents, officers, and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this contract.

3.7 NOTICE OF CANCELLATION OR CHANGE

There shall be no cancellation, material change, potential exhaustion of aggregate limits, or intent not renew insurance coverage(s) without 30 days' written notice from the

Contractor or its insurer(s) to District. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the District, its' agents, officers, and employees.

4. BACKGROUND / OBJECTIVES

4.1 BACKGROUND INFORMATION

Bend Park and Recreation District is an Oregon special district with its own taxing authority and publicly elected five-member Board of Directors. The District is not part of the City of Bend or Deschutes County. The District was established under Oregon Revised Statute 266 in 1974 to provide recreation programs, facilities, and park resources for District residents. The District encompasses 42 square miles, which is slightly larger than the City of Bend boundary, with an estimated 2019 population of approximately 93,000.

The District employs 121 full time and 450 part time staff and maintains 82 parks and 70 miles of trails, totaling 3,035 acres of parkland. The District also owns and operates a 62,000 square-foot aquatic and fitness center, a senior center, a 40,000 square-foot ice and sports facility and a whitewater park. The District produces and manages a diverse array of more than 1,000 recreation programs.

District seeks a Contractor to provide Private Security Professionals to fulfill a variety of posts, patrol and/or monitoring functions at any District facility, program, or property. The successful Proposer shall be able to provide Unarmed Private Security Professionals as requested.

4.2 OBJECTIVES

District has the following objectives:

- To maintain safety to employees and the public;
- To minimize threats such as theft, vandalism, and damage to District facilities and parks;
- To provide security services in a cost-effective and efficient manner in conjunction with our Park Stewards;
- To provide security services in accordance with written specifications contained within this RFP, Contractor Proposal and District policies;
- To implement a contracted program with objectives and regular evaluation of compliance and audit;
- To maintain a collaborative relationship with key stakeholders and law enforcement agencies; and
- To abide by industry standards, and applicable laws, regulations and District policies.

4.3 LOCATIONS OF WORK

The primary locations of work are identified in Attachment E.

Periodic Unarmed Security Services may also be request at:

- Any District owned property or facility; and
- Any location of District activity, equipment, or property within Deschutes County.

5. SCOPE OF WORK

5.1 STATEMENT OF WORK

Contractor shall provide Unarmed Security Services at various District properties and programs. The successful Proposer and District negotiate the final description of work tasks and deliverables, within the scope of what is advertised here, for inclusion in the contract.

5.2 GENERAL REQUIREMENTS

- Unless otherwise detailed in the proposal the Contractor will assume all costs of:
 - A Central Office, including telephone services, databases, copying, invoicing and other office expenses relating to providing the security services;
 - Maintaining a mobile patrol, including vehicles, and uniforms;
 - Uniforms and equipment for Private Security Professionals;
 - All wages, expenses, taxes, and Unemployment Insurance of personnel; and
 - Maintaining adequate insurance as specified in Section 3 Insurance Requirements.

- The Contractor will abide by all State and Local laws and regulations as well as District policies. The Contractor will ensure that all Private Security Professionals hold current certification by the DPSST.

- The Contractor will provide District with monthly invoices. Invoices for services shall include a detailed list of the hours worked, the staff performing the work, and the location of the work during that month.

- Working schedules will be mutually agreed upon between the Contractor and District.

- The Contractor shall be capable of assigning Private Security Professionals for call-out work within two (2) hours of emergency request for service.

- Private Security Personnel shall, at all times, be polite, courteous, respectful, and responsive to any person on District property serving as ambassadors of the District through their presence.

- Prevent and minimize fire, theft, damage and trespass on District properties.

- Report any unusual incidents or hazardous conditions.

- Complete rounds of assigned facilities as required for each site to ensure that all access doors and gates are secure.

- Maintain a log of all security violations and report occurrences to District contact as quickly as possible or within 12 hours considering the nature of the violation.
- Be familiar with site security systems, alarms and alarm enunciator panels and other equipment required for monitoring building security.
- Private Security Personnel shall be responsible for all building and system keys in their possession and shall account for the whereabouts of keys at all times. Keys shall not be loaned to anyone for any reason. If keys are lost, copied or stolen, Private Security Personnel shall notify Contractor no later than the end of the shift during which the keys were lost, copied or stolen, and Contractor shall notify the District immediately so that appropriate action can be taken to safeguard the premises. Contractor will be responsible for all the cost of replacement of lost, copied, stolen, damaged keys or changed security protocols.
- Perform inspection, detection and investigation of all security-related incidents, violations of regulations and matters of public safety and report same to appropriate authorities and to District.
- Prepare and submit written reports as directed.
- Respond promptly and appropriately to all security-related emergencies or alarms.
- Interact with local law enforcement agencies on District related business.
- The Contractor shall furnish and maintain in acceptable condition, all uniform items, equipment, and clearly marked vehicles necessary to perform work required by the contract. Private Security Personnel shall not be permitted to provide themselves with any unauthorized equipment such as electric weapons, concealed weapons, personal radios, personal vehicles, or other items not specifically listed in the contract or approved by District Administrator.
- The uniforms and equipment shall only be used when Private Security Professionals are on official duty or while in transit between their place of residency and their assigned duty station. Furthermore, at any and all times while in uniform, Private Security Professionals are required to wear a complete uniform and to be fully equipped.

5.3 KEY PERSONS

- Contactor shall provide adequate staff to complete the Work in accordance with the contractor responsibilities set forth in the Statement of Work, as it may be amended from time to time. In the event that a Private Security Professional is found to be unacceptable to District, District shall notify Contractor of such fact and Contractor shall immediately remove such employee from all responsibilities hereunder. Contractor shall immediately remove such employee from all responsibilities

hereunder. Contractor shall provide a trained replacement acceptable to District within two (2) business days of receipt of District's notice. At District's sole discretion, District may elect to terminate this Contract pursuant to the terms found in Attachment A, If Contractor is unable to provide a replacement acceptable to District.

- In the event Contractor requests District to consent to a delegation, reassignment, transfer or other replacement of a Private Security Professional, District may interview and review the qualifications and training of the proposed substitute before providing its consent or rejecting such replacement. Any such replacement shall have substantially equivalent or better qualifications than the Private Security Professional being replaced. Contractor shall not charge District and District shall not pay for any proposed replacement personnel while such replacement acquires the necessary training to proceed with the services required hereunder. Any replacement personnel approved by District shall thereafter be deemed a Key person for purposes of this Contract.
- Contractor shall provide backup/replacement Private Security Professionals to maintain full coverage of all duty positions at all times, notwithstanding absences (vacation, sick, or other) of regular Private Security Professionals. District may also request trained Private Security Professionals as back-fill or "Swing-Shift" for District's own Park Stewards who are absent. Backup/replacement Private Security Professionals shall meet the same criteria as regular Private Security Professionals, and must be approved in advance by the District Park Steward Manager.

5.4 CONTACTOR SUPPLIED UNIFORMS

- The Contractor shall furnish all of the types of uniform items described herein. District will have final approval of acceptable uniforms at the time of award. Include photographs of Proposer's typical uniforms.
- Private Security Professional's uniforms shall be a color and style in general use by large security organizations and shall be readily distinguishable from those of state and local law enforcement personnel. All Private Security Professionals performing under this Statement of Work shall wear the same color and style of uniform and maintain a professional and neat appearance at all times while on duty.
- Appropriately lettered patches with the company name shall be worn and prominently displayed as part of the uniform on both shoulders of the uniform jacket and shirt, and on the hat. Identification nametags shall be worn over the right breast shirt pocket.
- Foul weather clothing, including raincoat, hat, boots, and/or security jacket, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing must be identical

in style and color for each Private Security Professional, and marked with the Contractor's identification, logo or name, or an insignia.

- Personal Protective Equipment (PPE) such as steel-toed shoes, hard hats, hearing protection, etc. are required for certain posts at construction sites, as required by District and OR-OSHA.
- Shoes shall be low-quarter or high-topped boot with police or plain toe and standard heel. The color of the shoe shall be standard black. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the contract requirements.
- Uniform accessories and the wearing of them shall conform to standards and usage prescribed. The color of uniform accessories shall be standard black. All Private Security Professionals shall wear the same color and style or type of uniform accessories.

5.5 CONTRACTOR SUPPLIED EQUIPMENT

- The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this contract. The Contractor shall report to District's Business Manager if there is any deficiency in Contractor equipment (temporary or not) whereby any portion of the contract would not be fulfilled.
- All Private Security Professionals shall carry the following equipment, at all times while on duty unless otherwise approved by District's Business Manager.
 - Badge – not resembling any local police agency
 - Flashlight – one working flashlight for each Private Security Professional assigned during hours of darkness
 - Two-way radio and cellular phone

5.6 CONTRACTOR SUPPLIED VEHICLES FOR MOBILE PATROL

Maintaining a Mobile Patrol, including vehicle, communication devices and uniforms is the Contractor's responsibility. A Mobile Patrol, at a minimum, shall consist of the following:

- Vehicle clearly marked as a security vehicle
- Communication devices
- Shall be operated by licensed, uniformed staff

REQUIRED: Include photographs of Proposer's typical mobile patrol vehicles.

5.7 MAINTENANCE OF UNIFORMS AND EQUIPMENT

- The Contractor is responsible for assuring that Private Security Professionals maintain a neat appearance in accordance with contract standards. Private Security

Professionals must wear clean, pressed uniforms at all times while on duty at District. The proper wear and care of uniforms shall be monitored by the Contractor. It is the Contractor's responsibility to maintain and replace uniforms as necessary.

- All equipment used by the Contractor shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear that may in any manner constitute a hazard to any person or persons on District property.
- Proper vehicle maintenance, servicing, and fueling are the responsibility of the Contractor.

5.8 TRAINING

- District Park Stewards will train Private Security Professionals at District's locations for service using District's orders and training materials. District Park Stewards will also train backup/replacement Private Security Professionals. When training is concluded, District will conduct a briefing to ensure the Private Security Professionals are sufficiently trained.
- Private Security Professionals assigned to District's locations shall have current DPSST certification.
- District reserves the right to approve selection of trained Private Security Professionals.

5.9 REPORTING PROCEDURES

- At the beginning of each shift, the Private Security Professional shall check-in with the Park Steward office. At the conclusion of each patrol shift, the Private Security Professional shall complete a shift report and make it available to the District.
- Any unusual events shall be written up briefly in an Incident Tracker System format so that the Park Stewards can identify the principals later if further investigation is needed.

It is of prime importance to record significant facts in Incident Tracker System, but any incident that requires a special report shall also be verbally reported to the District Park Stewards at the first available opportunity after the incident occurs.

- Private Security Professionals must complete incident reports whenever extraordinary or significant incidences take place, and turn these over to the Park Stewards Office at the time of the occurrence. Incidences include, but are not limited to:
 - Accidents/injuries
 - Major criminal acts
 - Discharging of a firearm
 - Identification of hazards on District property

REQUIRED: Provide sample reports.

5.10 SCOPE OF WORK/POST ORDERS FOR DAY OFFICER

General scope of work shall be to supply all labor, training, certifications, materials, equipment and incidentals necessary to provide security guard services acting as a Park Resource Officer during the day for BPRD.

General performance criteria shall include but not be limited to providing Private Security Personnel to:

- Provide agreed upon officers to become part of the Park Stewardship Team who will be required to attend the weekly staff meetings and work closely with Park Stewards in park patrols or independently on patrols as needed. BPRD staff will have opportunity to interview and select proposed officers that would fit best with our team.
- Provide individual Officer training records and be trained in all aspects in the Park Steward Handbook.
- Provide a positive presence in the parks and on trails greeting patrons and helping them to feel safe, answer questions, provide information on BPRD rules and reduce illegal activity in our parks system.
- Work hours as listed in Attachment F (Season specific schedule)
- Be available at the bi-monthly BPRD Board meetings
- Amend hours scheduled as needed due to changing conditions or need as determined by BPRD and agreed upon in writing by both parties.
- Provide enforcement of rules for individuals who refuse to voluntarily comply when requested by Park Stewards.
- Utilize the Incident Tracker reporting system for warnings and significant contacts in the parks as do the other Park Stewards.(examples provided)
- Serve Exclusion warnings and notices as needed utilizing the new triplicate form.
- Contact illegal campers in parks and inform them that camping on BPRD property is not allowed.

- Monitor specific restrooms (Pioneer, Drake, Harmon, Millers Landing, Juniper closely for few hours prior to lock-up preventing vandalism as directed by the Park Stewardship Manager.
- Assist with monitoring and rule enforcement at Rock Ridge and Ponderosa Skate Parks.
- Provide bicycle patrols on Park steward bikes when appropriate.
- Monitor park patron populations particularly at North end of Drake Park in collaboration with Bend Police Department and as directed by the Park Stewardship Manager to minimize the smoking, drinking and appearance of drug use by some individuals that makes the other park users very uncomfortable and may be in violation of District Rules and Regulations.

General scope of work shall be to supply all labor, materials, equipment and incidentals necessary to provide unarmed security guard services for Bend Park and Recreation District. Use and maintain a Comet Tracker for routine use during patrols.

5.11 REQUIRED DUTIES

5.11..1 Contractor shall provide maintenance of Comet Tracker.

5.11..2 If for any reason the Security Officers cannot meet the required schedule, the Contractor shall notify the designated District Contact Person at least 24 hours in advance except in the case of an officer personal emergency or sickness, then immediate notification as soon as possible.

5.11..3 Security Officer Duties include but are not limited to:

5.11..3.1 Patrol the District sites and facilities to provide a visible presence to discourage vandalism or unauthorized entry.

5.11..3.2 Make scheduled rounds, including stopping at each tracking tag placed at the various District sites, but with a varied routine.

5.11..3.3 Comet Tracker information shall be accessible for the District to review at the end of each shift if requested and sent to the District Park Steward Manager monthly.

5.11..3.4 Respond to all security monitoring companies' alarm callouts within two minutes.

5.11..3.5 Notify the appropriate law enforcement agency immediately of any unlawful activity as determined by Private Security Personnel unless directed to not do so by District Staff.

- 5.11..3.6** Interface immediately with any law enforcement agency responding to District sites or facilities.
- 5.11..3.7** Private Security Personnel shall wear a uniform with name badges unless directed to work plain clothes by District.
- 5.11..3.8** Private Security Personnel shall, at all times, be polite, courteous, respectful, and responsive to people on District property.
- 5.11..3.9** Vehicles shall have visible company identification at all times.
- 5.11..3.10** Private Security Personnel shall be equipped with portable communication devices, hand held radios and cell phones permitting 24-hour communication with company headquarters and/or with appropriate law enforcement agencies and other designated contacts.

5.12 REPORTS

- 5.12..1** Contractor shall complete a Daily Activity Report (DAR) form and have on file at Contractor's office upon completion of each daily shift and email the DAR to the Park Stewardship team daily.
- 5.12..2** In the event of an unusual occurrence, the Contractor shall submit an Incident Tracker Report to the District Contact Person, along with the Daily Report form within twelve hours.
- 5.12..3** Contractor will use Incident Tracker system and may use Contractor's form, subject to prior approval of the District Contact Person.
- 5.12..4** Contractor will submit a printed hard copy (or accepted electronic format) of the Private Security Personnel's contacts and patrol data on a bimonthly report to the District Contact Person.

5.13 DISTRICT RESPONSIBILITIES

- District will provide necessary keys to secure facilities.
- District will provide security codes to access facilities.
- District will provide codes for resetting security systems.
- District will provide a pass codes for working with alarm monitoring companies.

6. EVALUATION CRITERIA

Written Proposals will be evaluated and scored, and the contract award will be based on Proposers qualifications and experience as described below. District reserves the right to hold interviews with top Proposer’s if deemed necessary to determine contract award.

The total number of points possible for Written Proposals is **100**.

6.1 MINIMUM REQUIREMENTS (Pass/Fail)

Proposers shall answer the following Minimum Requirements questions by checking “Yes” or “No” in their respective box. Zero points shall be awarded to the following Minimum Requirements.

- | | | | | | | |
|-----|---|--|-----|--|----|--|
| 1 | Proposer is able to provide Unarmed Private Security Professionals. | <table border="1" style="border-collapse: collapse; width: 100%;"> <tr><td style="padding: 2px 5px;">Yes</td><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="padding: 2px 5px;">No</td><td style="width: 20px; height: 20px;"></td></tr> </table> | Yes | | No | |
| Yes | | | | | | |
| No | | | | | | |
| 2 | Proposer’s Unarmed Private Security Professionals are licensed by the Oregon Department of Public Safety Standards and Training, as required by ORS 181.875. | <table border="1" style="border-collapse: collapse; width: 100%;"> <tr><td style="padding: 2px 5px;">Yes</td><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="padding: 2px 5px;">No</td><td style="width: 20px; height: 20px;"></td></tr> </table> | Yes | | No | |
| Yes | | | | | | |
| No | | | | | | |
| 3 | Proposer has a minimum of five (5) years of Successful professional experience performing Services comparable to those required under this Request for Proposals. | <table border="1" style="border-collapse: collapse; width: 100%;"> <tr><td style="padding: 2px 5px;">Yes</td><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="padding: 2px 5px;">No</td><td style="width: 20px; height: 20px;"></td></tr> </table> | Yes | | No | |
| Yes | | | | | | |
| No | | | | | | |

NOTE: In order for Proposals to be considered responsive, Proposers must meet the above – listed minimum requirements. A Proposer’s failure to meet any of these Minimum Requirements will be the basis for their Proposal to be considered non-responsive and ultimately rejected.

District reserves the right to request additional information.

6.2 PROPOSERS ABILITY AND CAPABILITY TO PERFORM THE REQUEST SERVICES

(35 Possible Points)

- Describe the experience of the Proposer in providing unarmed security services.
- Describe how Proposer will work with District’s Park Stewards to schedule work for Private Security Professionals (include lead time required to fill shifts).

OPTIONAL INTERVIEW PHASE

6.6 STEP TWO - INTERVIEWS

The outcome of the proposal evaluations may result in placement on an interview list (short-listed) with time and date of the interview. Should District elect to hold interview, the total points possible for the interview/presentation will be **25**.

District may invite up to the three (3) highest-ranked firms (or at a natural break in scoring) to interview. The Firms Key Persons as identified to the District shall be prepared to attend the interview within five (5) business days of notification by District, and shall be prepared to answer questions as provided with the Interview Invite letter.

If District elects to hold interviews, the firm with the highest total score as a result of written proposal scoring and interview scoring will be awarded the contract.

7. EVALUATION PROCESS & CONTRACTOR SELECTION

7.1 Right of Rejection

Proposers must comply with all of the terms of the RFP, District Rules, and all applicable local, state, and federal laws, administrative rules, and regulations. The Business Manager may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not make stipulations or restrict the rights of the District. If a Proposer does so, the Business Manager may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

Do not affect responsiveness;

Are merely a matter of form or format;

Do not change the relative standing or otherwise prejudice other offers;

Do not change the meaning or scope of the RFP;

Are trivial, negligible, or immaterial in nature;

Do not reflect a material change in the work; or

Do not constitute a substantial reservation against a requirement or provision,

...may be waived by the Business Manager.

District reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended Proposer shall be rejected.

7.2 References

District reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to Respondent's successful performance of similar project, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees and workers.

District reserves the right to check any and all sources for information and to include sources other than the references provided in the Proposer's proposal. District may consider information available from any such source including government bodies and regulatory authorities in evaluating respondents.

7.3 Responsibility

District reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility for performing the Contract. Submission of a signed proposal shall constitute approval for the District to obtain any information District deems necessary to conduct the evaluation. District reserves the right to request additional information or documentation from the successful Proposer prior to award of a Contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in the rescission of District's Intent to Award.

District may postpone the award of the Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

7.4 Clarification of Response

District reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of that Proposer's Proposal.

7.5 Evaluation Process

7.6 Written Proposals will be evaluated and scoring and contract award will be based on Proposers qualifications and experience as described in Section 6.

Proposals will be evaluated by a committee that will consist of District staff. Each committee member shall conduct an individual evaluation of each proposal with a group evaluation summary.

- The evaluation process will determine which proposal best meets the project needs. Proposals that do not meet all requirements will be rejected. The following process will be used:

7.6..1 Proposals will be evaluated by the Evaluation Committee for completeness and compliance with the written mandatory provisions of this RFP. Written mandatory requirements are evaluated as either “pass” or “fail”. No scoring is assigned to the written mandatories in this phase. Those proposals with written mandatories that are incomplete will be rejected. If a proposal is unclear, the Proposer may be asked to provide clarification. No new information or documentation may be submitted. Those proposals that fail any written mandatory requirement will be rejected.

7.6..2 Proposals will be scored and ranked by the members of the Evaluation Committee on the desirable features. Points shall be assigned for desirables based on their value to the District. All scores will be totaled and assigned to the proposals. Maximum point allocations for desirables are contained in Section 6 of the RFP.

7.6..3 After the written proposals are scored and ranked, should there be a natural break in scoring, District reserves the right and may elect to conduct interviews and/or presentations of the highest ranked proposers, hereinafter considered the “Short List”.

Should District choose to conduct interviews and/or presentations, all Proposers will be notified in writing of their standing. Proposers not included in the Short List will be eliminated from further consideration, and may not protest District’s evaluation and determination of the Short List.

Proposers in the Short List may be invited to participate in an interview and/or presentation. The date, time and details of the interview and/or presentation will be stated in a letter sent to the Proposer(s). The interview and/or presentation will provide opportunity for each proposer to expand on how the requirements of this contract will be met.

7.6..4 The Committee will review the results of its evaluation of the finalists. The findings of the Committee will be summarized and the summary and award recommendation will be forwarded to the Business Manager.

District may employ methods of contactor selection that include without limitation:

- An award or awards based solely on the ranking of proposals;
- Discussions leading to best and final offers, in which District may not disclose private discussions leading to best and final offers;
- Discussions leading to best and final offers, in which District may not disclose information derived from proposals submitted by competing proposers;

- Serial negotiations, beginning with the highest ranked proposer;
- Multiple-tiered competition designed to identify, at each level, a class of proposers that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked proposers; or
- Any combination of methods described in this section.

The outcome of the Qualification evaluations may result in placement on an interview list (short-listed) with time and date of the interview. Should District elect to hold interviews, the total points possible for the interview will be 25 points.

7.7 Contractor Selection

If a contract is awarded, District shall award the contract to the responsible proposer whose proposal the District determines in writing to be the most advantageous to the District based on:

7.8 Contract Negotiation

District will begin negotiating a Contract with the highest ranked Proposer as defined in Section 7.6. District shall direct negotiations toward obtaining written agreement on:

- The statement of work;
- The contract price as it is affected by negotiating the statement of work; and
- Any other terms and conditions reasonably related to those expressly authorized for negotiation in the Request for Proposal.

At any time during discussions or negotiations District may terminate discussions or negotiations with the highest-ranked proposer if it reasonably believes that:

- The proposer is not discussing or negotiating in good faith; or
- Further discussions or negotiations with the proposer will not result in the parties agreeing to the terms and conditions of a final contract in a timely manner.

If District terminates negotiations, District may then commence negotiations with the next highest scoring proposer, and continue the process until the District has determined to award the contract to the proposer with whom it is currently discussing or negotiating or rejecting all proposals.

7.9 Protests and Judicial Review of competitive Bidding and Proposals

A bidder or proposer may protest the notice of intent to award a public contract, if the bidder or proposer is adversely affected because the bidder or proposer would be eligible to be awarded the public contract in the event that the protest were successful; and the reason for the protest is that all higher ranked proposals are nonresponsive; District has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials; District has abused its discretion in rejecting the

protestor's bid or proposal as nonresponsive; or District's evaluation of proposals or District's subsequent determination of award is otherwise in violation of District Rules.

Eligible proposers protesting award shall follow the procedures described herein. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to proposers.

- 7.9..1** Protests must be received within seven (7) days after issuance of the notice of intent to award the Contract. District will not consider late protests.
- 7.9..2** All protests must be in writing, signed by the protesting party or an authorized Agent and submitted to the District Business Manager. The protest must state all facts and arguments on which the protesting party is basing the protest.
- 7.9..3** Only protests stipulating an issue of fact concerning a matter of bias, discrimination or conflict of interest, non-compliance with procedures described in the procurement documents, or District's policy shall be considered. Protests based on procedural matters will not be considered.
- 7.9..4** District's Business Manager will review the protest and will email or mail the protesting party a written response within three (3) business days of issuance of the Purchasing Manager's determination (response).
- 7.9..5** If the Business Manager's determination (response) is adverse to the protester, any further appeal of the Contractor Administrator's determination by the party must be submitted in writing to the District's Executive Director within three (3) business days of issuance of the Business Manager's determination (response).
- 7.9..6** District's Executive Director will review any appeal of the Business Manager's determination and shall email or mail, in accordance with the email and address provided in the RFP, the protesting party a written response within three (3) business days of receipt of written appeal.
- 7.9..7** If the determination of the Executive Director is averse to the protesting party's interest, the protesting party may only appeal to District's Contract Review Board by filing a written notice of appeal to the Board with the Executive Director's determination within two (2) business days of issuance of the Executive Director's written determination.
- 7.9..8** The Contract Review Board, in considering the protest, shall review the documentation presented to the Business Manager and the Executive Director on or before the next regularly scheduled Board Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Board review will be limited to the evaluation of compliance with District's policies and procedures, requirements of the RFP and the

equal and fair application of District's contracting rules. The Contract Review Board's determination shall be District's final decision.

An adversely affected or aggrieved proposer must exhaust all avenues of administrative review procedures and relief before seeking judicial review of District's Contractor selection or Contract Award Decision.

8. PROPOSAL FORM

INSTRUCTIONS

Format of Response – Proposals should be prepared and organized in a clear and concise manner, and must include all information required by this RFP. Headers, Titles or Tabs should be used to clearly identify required information. Responses to the Evaluation Criteria found in Section 6 shall be organized in the order listed in Section 6, preferable by re-stating the Criteria, then responding below.

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:

(place a check in front of the item indicating inclusion in your response)

- CONTRACTUAL ACCEPTANCE:** Statement accepting ALL terms and conditions contained in this solicitation. Statement may include request for negotiation of proposed terms and conditions as allowed per Section 1.5.
- TERMINATION FOR DEFAULT:** Statement indicating if they have had a contract terminated for default in the last five years. (See Section 1.8 (B)).
- RESPONSE TO ALL EVALUATION CRITERIA** listed in Section 6.
- SAMPLE REPORTS** as noted in Section 5.9 – Reporting Procedures.
- PHOTOGRAPHS** of Contractor uniforms as noted in Section 5.4 – Contractor Supplied Uniforms; and mobile patrol vehicles as noted in Section 5.6 – Contractor Supplied Vehicles.
- SECTION 8** – Proposal Form
- ATTACHMENT B** – Bidder Residency Information
- ATTACHMENT C** – Recycled Products Certification & Sustainability Questionnaire
- ATTACHMENT D** – Independent Contractor Statement
- ATTACHMENT H** – Bidder Qualifications & Reference Form

IMPORTANT
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS Proposer acknowledges receipt of Addenda and agrees to be bound by their contents. Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Check if not applicable or no addenda were received: _____

CONTRACT SIGNATURE/EXECUTION

ASSURANCES:

The undersigned attests that:

S/he has read and understands all instructions, requirements, addenda, site conditions, and terms and conditions contained herein (including the attachments and Exhibits listed in this solicitation).

S/he has the authority and/or responsibility to submit a proposal and to bind her/his organization in all phases of this RFP process.

The information provided is true and accurate to the best of her/his knowledge.

S/he understands that any false statement may disqualify this offer from further consideration or may be cause for contract termination.

S/he has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged minority, women or emerging small business enterprise certified under ORS 200.055.

S/he represents and warrants to District that S/he has the power and authority to enter into and perform this contract and that this Contract, when executed by District, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

S/he has arrived at the specifics of the proposal, including price and amounts, independently and without communication or agreement with another Proposer, except as disclosed in a separately attached statement.

S/he has not directly or indirectly induced or solicited another Proposer, in order to benefit a third person, to submit a false or sham bid, to refrain from bidding or to change a bid.

S/he has not directly or indirectly disclosed the Proposer's bid price, a breakdown of the price, the contents of the price or information or data related to the price to another Proposer.

S/he has not sought through communication or agreement with a person to fix the proposal price of the Proposer or another Proposer, to fix an overhead, profit or cost element of the proposal price of the Proposer or another Proposer or to secure any advantage against the contracting agency or any other person interested in the public contract.

S/he has not directly or indirectly expressed an interest or lack of interest in the public contract, or paid or offered to pay a fee to a person, to cause a collusive or sham bid.

Contractor by signing this contract represents and warrants that Contractor's performance under this contract creates no potential or actual conflict of interest, including but not limited to conflicts of interest as defined in ORS 244.020. Contractor further warrants that no state or federal law or District rule prevents Contractor's lawful performance of the contract. If Contractor is currently performing work for District or another governmental entity, Contractor's participation in other public contracts does not create a potential or actual conflict of interest in performance of this contract.

PROPOSER INFORMATION:

Proposer Company Name

Company Address (from which work will be performed)

Telephone Number

Fax Number

Federal ID Number

Person Signing Proposal

Please print or type Name

Title

Signature: _____

Email Address: _____

ATTACHMENT A

BIDDER RESIDENCY INFORMATION

ORS 279A.120 states, “For the purpose of awarding a public contract, a contracting agency shall”.

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

“Resident bidder” means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a “resident bidder” under this paragraph.

“Non-resident bidder” means a bidder who is not a “resident bidder” as defined above.

a. CHECK ONE: Bidder is a Resident Bidder Non-resident Bidder.

b. If resident Bidder, enter your Oregon business address: (physical and mailing address)

c. If a non-resident Bidder, enter state of residency:

d. If a non-resident Bidder, do you or your Company receive, or are you or your Company eligible for any preference in award of contracts with your state’s government or with other governmental bodies in your state?

CHECK ONE: YES NO

If YES, state the preference percentage: _____%

If YES, but not a percentage of bid price, describe the preference:

If YES, state the law or regulation that allows the preference described (legal citation):

ATTACHMENT B

RECYCLED PRODUCTS CERTIFICATION

Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the contract set forth in this document. District shall give preference to goods that are certified to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable non-recycled product;
and
- (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent or a higher percentage if a written determination is made by District.

ORS 279A.010(gg) states "Recycled product" means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of its total weight consisting of post-consumer waste. "Recycled product" includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.

ORS 279A.010(s) states; "Post-consumer waste" means a finished material that would normally be disposed of a solid waste, having completed its life cycle as a consumer item. "Post-consumer waste" does not include manufacturing waste.

ORS 279A.010(hh) states: "Secondary waste materials" means fragments of products or finished products of a manufacturing process that has converted a virgin resource into a commodity of real economic value. "Secondary waste materials" includes post-consumer waste. "Secondary waste materials" does not include excess virgin resources of the manufacturing process. For paper, "secondary waste materials" does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process.

ORS 279A.010(ff) states: "Recycled PETE" means post-consumer polyethylene terephthalate material.

I, the undersigned duly authorized representative of the Bidder/Proposer, hereby certify that the products, if any, offered in this bid/proposal contain the following minimum percentages:

(NOTE: If product(s) bid contain no recycled materials, then write "0" in space(s) provide).

- a) _____ % (recycled product as defined in ORS 279A.010(gg));
- b) _____ % (post-consumer waste as defined in ORS 279A.010(s));
- c) _____ % (secondary waste materials as defined in ORS 279A.010(hh)); and
- d) _____ % (recycled PETE product as defined in ORS 279A.010(ff)).

Product Name: _____

Bid (line) Item No.: _____

It is the Bidder's responsibility to provide additions signed copies of the Certification of Compliance for each (bid line) item which contains a different percentage of recycled materials than listed above.

ATTACHMENT C
CERTIFICATION STATEMENT FOR
INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation)

Business Designation: Contractor is a Corporation () OR (check one & complete form): () Professional Corporation () Partnership () Limited Partnership () Limited Liability Partnership () Sole Proprietorship () Other

A. CONTRACTOR IS INDEPENDENT CONTRACTOR.

Contractor certifies he/she meets the following standards:

1. I have filed federal and state income tax returns in the name of my business or a business schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
2. I will furnish the tools or equipment necessary for the contracted labor or services.
3. I have the authority to hire and fire employees who perform the labor or services.
4. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.
 - a. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business;
 - b. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - c. Telephone listing is used for the business that is separate from the personal residence listing;
 - d. Labor or services are performed only pursuant to written contracts;
 - e. Labor or services are performed for two or more different persons within a period of one year; and
 - f. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____ Date _____

Firm Name: _____

B. DISTRICT APPROVAL

ORS 670.600. Independent Contractor standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, and individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an “independent contractor” if the standards of this section are met. District certifies the contracted work meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. The Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. The Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. The Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.

District Signature _____ Date: _____

ATTACHMENT D
BIDDER QUALIFICATIONS AND REFERENCE FORM

All Proposers shall fully complete and submit the following. Only Proposers with five (5) years comparable experience as an owner or employee and references will be considered for this project. Failure to provide complete information may be cause of disqualifying the Proposal.

Business name: _____

Owner Name: _____

Business Address: _____

Business Phone Number (Daytime): _____

(Evenings/Weekends): _____

Number of Employees: _____

Annual Sales: \$ _____

Date Business Established: _____

Name & Address of Insurance Agent(s): _____

Telephone No.: _____

Name of Job Supervisor (for this project only): _____

REFERENCE FOR PROJECTS COMPARABLE IN SIZE AND SCOPE:

1. Name of Project: _____

Address: _____

Dates: _____

Contact Person and Phone Number: _____

2. Name of Project: _____

Address: _____

Dates: _____

Contact Person and Phone Number: _____

3. Name of Project: _____

Address: _____

Dates: _____

Contact Person and Phone Number: _____

ATTACHMENT E SECURITY PATROL CHECKS

Fall / Winter November - March Season	Spring / Summer April - October Season
2 visits/night 2 Park Services doors, parking	2 visits/night 2 Park Services doors, parking
1 visit/night 1 Discovery 1 Pavilion 1 Park n Float 1 Drake 1 Farewell 0 Harmon 1 Juniper 1 Larkspur 1 Miller's Landing 1 McKay 1 Pine Nursery 1 Rock Ridge 1 Pioneer 1 Riverbend 0 Skyline 1 Ponderosa	1 visit/night 1 Discovery 1 Pavilion 1 Park n Float 1 Drake doors, parking 1 Farewell 1 Harmon 1 Juniper 1 Larkspur 1 Miller's Landing 1 McKay 1 Pine Nursery 1 Rock Ridge 1 Pioneer 1 Riverbend 1 Skyline 1 Ponderosa
1 lock gate	

GATE LOCK/UNLOCKS

1 lock/1 unlock gate	2 Big Sky Park @ Dawn/Dusk	1 lock/ 1 unlock gate	1 Big Sky Park
	2 Larkspur		2 Larkspur
	2 Pine Nursery		2 Pine Nursery
	2 Hollinshead		2 Hollinshead
	2 Shevlin (Sunrise/Sunset)		2 Shevlin
	2 Sawyer (Sunrise /Sunset)		2 Sawyer
	2 Riley Ranch (Sunrise/Sunset)		2 Riley Ranch

Alarm Response is included.

Total does not include additional requests for security

Big Sky Park - 21690 Neff Road
Drake Park - 777 Riverside Blvd
Farewell - 1000 SW Reed Market Road
Harmon - 1100 NW Harmon Blvd
Hollinshead - 1237 NE Jones Road
Juniper - NE 7th Street parking lot off Franklin
Larkspur/ Senior Center - 1700 Reed Market Road
Miller's Landing - 55 NW Riverside Blvd
Park Services - 1675 SW Simpson Ave
Pine Nursery - 3750 NE Purcell Blvd
Pioneer - 1525 Hill Street
Ponderosa - 1380 SE Wilson Street
Riverbend/ district office - 799 SW Columbia Street
Skyline - 19617 Mountaineer Way
Pavilion – 1001 SW Bradbury Way
Rock Ridge – North End – 20885 Egypt Dr. South End – Alpine Ridge Pl.
Shevlin – North End 18920 N W Shevlin Park Rd. South End 18919 NW Shevlin Park Rd.
Riley Ranch – 19975 Glen Vista Rd.
Sawyer – 62999 O.B. Riley Rd.
McKay – 166 SW Shevlin Hixson Dr.
Park n Float (Simpson Lot) - 1000 SW Bradbury Dr.

ATTACHMENT F

Day Officer Duty Hours

(Hours may vary as needed however generally they will be:)

1. Winter hours (November - March)

Sunday: 10am – 6pm
Monday: 3pm – 7pm
Tuesday: 3pm – 7pm
Wednesday: No Officer
Thursday: No Officer
Friday: 3pm – 7pm
Saturday: 3pm - 7pm

Weekly average of 24 hours/week.

2. Spring/Fall hours (April - May)(Sept. – Oct.)

Sunday: 11am – 7:30pm
Monday: 3pm – 7pm
Tuesday: 3pm – 7pm
Wednesday: 3pm – 7pm
Thursday: 3pm – 7pm
Friday: 11am – 7:30pm
Saturday: 11am – 7:30pm

Weekly average of 40 hours/week

3. Summer hours (June - August)

Daily 11am – 7:30pm

Weekly average of 56 hours/week

ATTACHMENT G

PROPOSED COST FORM

FEE SCHEDULE

Nightly patrols as listed on Exhibit C:

November – March \$_____ per day x 152 days = \$_____

April – October \$_____ per day x 213 days = \$_____

Total = \$_____

Additional Security Officer Request: \$_____ per hour without vehicle

(Day Officer) \$_____ per hour with a vehicle

Additional Security Patrols Request: \$_____ per patrol

ATTACHMENT H

5. SCOPE OF WORK

5.1 STATEMENT OF WORK

Contractor shall provide Unarmed Security Services at various District properties and programs. The successful Proposer and District negotiate the final description of work tasks and deliverables, within the scope of what is advertised here, for inclusion in the contract.

5.2 GENERAL REQUIREMENTS

- Unless otherwise detailed in the proposal the Contractor will assume all costs of:
 - A Central Office, including telephone services, databases, copying, invoicing and other office expenses relating to providing the security services;
 - Maintaining a mobile patrol, including vehicles, and uniforms;
 - Uniforms and equipment for Private Security Professionals;
 - All wages, expenses, taxes, and Unemployment Insurance of personnel; and
 - Maintaining adequate insurance as specified in Section 3 Insurance Requirements.
- The Contractor will abide by all State and Local laws and regulations as well as District policies. The Contractor will ensure that all Private Security Professionals hold current certification by the DPSST.
- The Contractor will provide District with monthly invoices. Invoices for services shall include a detailed list of the hours worked, the staff performing the work, and the location of the work during that month.
- Working schedules will be mutually agreed upon between the Contractor and District.
- The Contractor shall be capable of assigning Private Security Professionals for call-out work within two (2) hours of emergency request for service.
- Private Security Personnel shall, at all times, be polite, courteous, respectful, and responsive to any person on District property serving as ambassadors of the District through their presence.
- Prevent and minimize fire, theft, damage and trespass on District properties.
- Report any unusual incidents or hazardous conditions.
- Complete rounds of assigned facilities as required for each site to ensure that all access doors and gates are secure.

- Maintain a log of all security violations and report occurrences to District contact as quickly as possible or within 12 hours considering the nature of the violation.
- Be familiar with site security systems, alarms and alarm enunciator panels and other equipment required for monitoring building security.
- Private Security Personnel shall be responsible for all building and system keys in their possession and shall account for the whereabouts of keys at all times. Keys shall not be loaned to anyone for any reason. If keys are lost, copied or stolen, Private Security Personnel shall notify Contractor no later than the end of the shift during which the keys were lost, copied or stolen, and Contractor shall notify the District immediately so that appropriate action can be taken to safeguard the premises. Contractor will be responsible for all the cost of replacement of lost, copied, stolen, damaged keys or changed security protocols.
- Perform inspection, detection and investigation of all security-related incidents, violations of regulations and matters of public safety and report same to appropriate authorities and to District.
- Prepare and submit written reports as directed.
- Respond promptly and appropriately to all security-related emergencies or alarms.
- Interact with local law enforcement agencies on District related business.
- The Contractor shall furnish and maintain in acceptable condition, all uniform items, equipment, and clearly marked vehicles necessary to perform work required by the contract. Private Security Personnel shall not be permitted to provide themselves with any unauthorized equipment such as electric weapons, concealed weapons, personal radios, personal vehicles, or other items not specifically listed in the contract or approved by District Administrator.
- The uniforms and equipment shall only be used when Private Security Professionals are on official duty or while in transit between their place of residency and their assigned duty station. Furthermore, at any and all times while in uniform, Private Security Professionals are required to wear a complete uniform and to be fully equipped.

5.3 KEY PERSONS

- Contactor shall provide adequate staff to complete the Work in accordance with the contractor responsibilities set forth in the Statement of Work, as it may be amended from time to time. In the event that a Private Security Professional is found to be unacceptable to District, District shall notify Contractor of such fact and Contractor shall immediately remove such employee from all responsibilities hereunder. Contractor shall immediately remove such employee from all responsibilities

hereunder. Contractor shall provide a trained replacement acceptable to District within two (2) business days of receipt of District's notice. At District's sole discretion, District may elect to terminate this Contract pursuant to the terms found in Attachment A, If Contractor is unable to provide a replacement acceptable to District.

- In the event Contractor requests District to consent to a delegation, reassignment, transfer or other replacement of a Private Security Professional, District may interview and review the qualifications and training of the proposed substitute before providing its consent or rejecting such replacement. Any such replacement shall have substantially equivalent or better qualifications than the Private Security Professional being replaced. Contractor shall not charge District and District shall not pay for any proposed replacement personnel while such replacement acquires the necessary training to proceed with the services required hereunder. Any replacement personnel approved by District shall thereafter be deemed a Key person for purposes of this Contract.
- Contractor shall provide backup/replacement Private Security Professionals to maintain full coverage of all duty positions at all times, notwithstanding absences (vacation, sick, or other) of regular Private Security Professionals. District may also request trained Private Security Professionals as back-fill or "Swing-Shift" for District's own Park Stewards who are absent. Backup/replacement Private Security Professionals shall meet the same criteria as regular Private Security Professionals, and must be approved in advance by the District Park Steward Manager.

5.4 CONTACTOR SUPPLIED UNIFORMS

- The Contractor shall furnish all of the types of uniform items described herein. District will have final approval of acceptable uniforms at the time of award. Include photographs of Proposer's typical uniforms.
- Private Security Professional's uniforms shall be a color and style in general use by large security organizations and shall be readily distinguishable from those of state and local law enforcement personnel. All Private Security Professionals performing under this Statement of Work shall wear the same color and style of uniform and maintain a professional and neat appearance at all times while on duty.
- Appropriately lettered patches with the company name shall be worn and prominently displayed as part of the uniform on both shoulders of the uniform jacket and shirt, and on the hat. Identification nametags shall be worn over the right breast shirt pocket.
- Foul weather clothing, including raincoat, hat, boots, and/or security jacket, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing must be identical in style and color for each Private Security Professional, and marked with the Contractor's identification, logo or name, or an insignia.

- Personal Protective Equipment (PPE) such as steel-toed shoes, hard hats, hearing protection, etc. are required for certain posts at construction sites, as required by District and OR-OSHA.
- Shoes shall be low-quarter or high-topped boot with police or plain toe and standard heel. The color of the shoe shall be standard black. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the contract requirements.
- Uniform accessories and the wearing of them shall conform to standards and usage prescribed. The color of uniform accessories shall be standard black. All Private Security Professionals shall wear the same color and style or type of uniform accessories.

5.5 CONTRACTOR SUPPLIED EQUIPMENT

- The Contractor is solely responsible for the quality and performance of all Contractor-provided equipment used in performance of this contract. The Contractor shall report to District's Business Manager if there is any deficiency in Contractor equipment (temporary or not) whereby any portion of the contract would not be fulfilled.
- All Private Security Professionals shall carry the following equipment, at all times while on duty unless otherwise approved by District's Business Manager.
 - Badge – not resembling any local police agency
 - Flashlight – one working flashlight for each Private Security Professional assigned during hours of darkness
 - Two-way radio and cellular phone

5.6 CONTRACTOR SUPPLIED VEHICLES FOR MOBILE PATROL

Maintaining a Mobile Patrol, including vehicle, communication devices and uniforms is the Contractor's responsibility. A Mobile Patrol, at a minimum, shall consist of the following:

- Vehicle clearly marked as a security vehicle
- Communication devices
- Shall be operated by licensed, uniformed staff

REQUIRED: Include photographs of Proposer's typical mobile patrol vehicles.

5.7 MAINTENANCE OF UNIFORMS AND EQUIPMENT

- The Contractor is responsible for assuring that Private Security Professionals maintain a neat appearance in accordance with contract standards. Private Security Professionals must wear clean, pressed uniforms at all times while on duty at District. The proper wear and care of uniforms shall be monitored by the Contractor. It is the Contractor's responsibility to maintain and replace uniforms as necessary.

- All equipment used by the Contractor shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear that may in any manner constitute a hazard to any person or persons on District property.
- Proper vehicle maintenance, servicing, and fueling are the responsibility of the Contractor.

5.8 TRAINING

- District Park Stewards will train Private Security Professionals at District's locations for service using District's orders and training materials. District Security staff will also train backup/replacement Private Security Professionals. When training is concluded, District will conduct a briefing to ensure the Private Security Professionals are sufficiently trained.
- Private Security Professionals assigned to District's locations shall have current DPSST certification.
- District reserves the right to approve selection of trained Private Security Professionals.

5.9 REPORTING PROCEDURES

- At the beginning of each shift, the Private Security Professional shall check-in with the Park Steward office. At the conclusion of each patrol shift, the Private Security Professional shall complete a shift report and make it available to the District.
- Any unusual events shall be written up briefly in an Incident Tracker System format so that the Park Stewards can identify the principals later if further investigation is needed.

It is of prime importance to record significant facts in Incident Tracker System, but any incident that requires a special report shall also be verbally reported to the District Park Stewards at the first available opportunity after the incident occurs.

- Private Security Professionals must complete incident reports whenever extraordinary or significant incidences take place, and turn these over to the Park Stewards Office at the time of the occurrence. Incidences include, but are not limited to:
 - Accidents/injuries
 - Major criminal acts
 - Discharging of a firearm
 - Identification of hazards on District property

REQUIRED: Provide sample reports.

5.10 SCOPE OF WORK/POST ORDERS FOR DAY OFFICER

General scope of work shall be to supply all labor, training, certifications, materials, equipment and incidentals necessary to provide security guard services acting as a

Park Resource Officer during the day for BPRD.

General performance criteria shall include but not be limited to providing Private Security Personnel to:

- Provide agreed upon officers to become part of the Park Stewardship Team who will be required to attend the weekly staff meetings and work closely with Park Stewards in park patrols or independently on patrols as needed. BPRD staff will have opportunity to interview and select proposed officers that would fit best with our team.
- Provide individual Officer training records and be trained in all aspects in the Park Steward Handbook.
- Provide a positive presence in the parks and on trails greeting patrons and helping them to feel safe, answer questions, provide information on BPRD rules and reduce illegal activity in our parks system.
- Work hours as listed in Attachment F (Season specific schedule)
- Be available at the bi-monthly BPRD Board meetings
- Amend hours scheduled as needed due to changing conditions or need as determined by BPRD and agreed upon in writing by both parties.
- Provide enforcement of rules for individuals who refuse to voluntarily comply when requested by Park Stewards.
- Utilize the Incident Tracker reporting system for warnings and significant contacts in the parks as do the other Park Stewards.(examples provided)
- Serve Exclusion warnings and notices as needed utilizing the new triplicate form.
- Contact illegal campers in parks and inform them that camping on BPRD property is not allowed.
- Monitor specific restrooms (Pioneer, Drake, Harmon, Millers Landing, Juniper closely for few hours prior to lock-up preventing vandalism as directed by the Park Stewardship Manager.
- Assist with monitoring and rule enforcement at Rock Ridge and Ponderosa Skate Parks.

- Provide bicycle patrols on Park steward bikes when appropriate.
- Monitor park patron populations particularly at North end of Drake Park in collaboration with Bend Police Department and as directed by the Park Stewardship Manager to minimize the smoking, drinking and appearance of drug use by some individuals that makes the other park users very uncomfortable and may be in violation of District Rules and Regulations.

General scope of work shall be to supply all labor, materials, equipment and incidentals necessary to provide unarmed security guard services for Bend Park and Recreation District. Use and maintain a Comet Tracker for routine use during patrols.

5.11 REQUIRED DUTIES

5.11.1 Contractor shall provide maintenance of Comet Tracker.

5.11.2 If for any reason the Security Officers cannot meet the required schedule, the Contractor shall notify the designated District Contact Person at least 24 hours in advance except in the case of an officer personal emergency or sickness, then immediate notification as soon as possible.

5.11.3 Security Officer Duties include but are not limited to:

5.11.4 Patrol the District sites and facilities to provide a visible presence to discourage vandalism or unauthorized entry.

5.11.5 Make scheduled rounds, including stopping at each tracking tag placed at the various District sites, but with a varied routine.

5.11.6 Comet Tracker information shall be accessible for the District to review at the end of each shift if requested and sent to the District Park Steward Manager monthly.

5.11.7 Respond to all security monitoring companies' alarm callouts within two minutes.

5.11.8 Notify the appropriate law enforcement agency immediately of any unlawful activity as determined by Private Security Personnel unless directed to not do so by District Staff.

5.11.9 Interface immediately with any law enforcement agency responding to District sites or facilities.

5.11.10 Private Security Personnel shall wear a uniform with name badges unless directed to work plain clothes by District.

5.11.11 Private Security Personnel shall, at all times, be polite, courteous, respectful, and responsive to people on District property.

5.11.12 Vehicles shall have visible company identification at all times.

5.11.13 Private Security Personnel shall be equipped with portable communication devices, hand held radios and cell phones permitting 24-hour communication with company headquarters and/or with appropriate law enforcement agencies and other designated contacts.

REPORTS

Contractor shall complete a Daily Activity Report (DAR) form and have on file at Contractor's office upon completion of each daily shift and email the DAR to the Park Stewardship team daily.

In the event of an unusual occurrence, the Contractor shall submit an Incident Tracker Report to the District Contact Person, along with the Daily Report form within twelve hours.

Contractor will use Incident Tracker system and may use Contractor's form, subject to prior approval of the District Contact Person.

Contractor will submit a printed hard copy (or accepted electronic format) of the Private Security Personnel's contacts and patrol data on a bimonthly report to the District Contact Person.

5.12 DISTRICT RESPONSIBILITIES

5.12.1 District will provide necessary keys to secure facilities.

5.12.2 District will provide security codes to access facilities.

5.12.3 District will provide codes for resetting security systems.

5.12.4 District will provide a pass codes for working with alarm monitoring companies.



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Bend, OR 97702
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ATTACHMENT I

DRAFT

BEND PARK AND RECREATION DISTRICT

AGREEMENT FOR SERVICES

This Agreement is made as of December 14, 2015

Between the **District**:

Bend Park and Recreation District (BPRD)
799 SW Columbia Street
Bend, Oregon 97702

And the **Contractor**:

For the following **Project**:

Unarmed Security Services for BPRD

The District and the Contractor agree as follows:

ARTICLE 1 Project Parameters

1.1 This Agreement is based upon the following initial information and assumptions.

.1 Project: Contractor shall furnish all labor, tools, equipment, certifications, and services necessary to perform the following Work: Security Services for property, facilities, education of district rules and policies for patrons, and enforcement as necessary.

Contractor shall perform all of the Work in strict accordance with and as required by the Contract Documents and in accordance with any instructions as issued in writing by the District.

.2 Site: Contractor will provide services for all District properties, facilities and any other sites as needed by the District.

.3 Program: Security Services-See Section 5 of RFP

.4 Budget: As identified in Attachment G

.5 Schedule: July 1, 2019 through June 30, 2020 with an option to extend Agreement for four additional one year terms.

1.2 Scope of Services. Contractor will provide all services related to completion of the Project as more particularly described below and in **Attachment H**.

1.3 Contractor's Compensation. District will pay Contractor as provided in **Attachment G**.

1.4 Time Schedule. Security checks and facilities/gates lock/unlock times.

1.5 Day Officer Scope of Work. Day Officer Duty hours.

ARTICLE 2 Relationship of the Parties

2.1 Contractor will provide the Services for the Project in accordance with the terms and conditions of this Agreement. Contractor's performance of Services will be as a professional Contractor to District to carry out the Services and to provide the technical documents and supervision to achieve District's Project objectives.

2.2 In administering this Agreement, District may retain the services of an independent project manager and other Contractors as needed to fulfill District's objectives.

2.3 This Agreement was awarded on the basis of the unique background and abilities of the key personnel of Contractor and Sub-Contractors identified by Contractor (collectively, the "Key Personnel" and individually, the "Key Person") in its proposal. Contractor will make available the Key Personnel identified in its proposal for the Project. If requested, Contractor will provide to District a list of the proposed Key Personnel to be assigned to the Project. The list will include information on the professional background of each Key Person. If any Key Person becomes unavailable to Contractor, the Parties will mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of District, Contractor will not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Agreement; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Agreement; or (iii) substitute any Key Person. District's consent will not be unreasonably withheld. Contractor will remove any individual or Sub-Contractor from the Project to which District has a reasonable objection and Contractor will have a forty-five day time period within which to find a suitable replacement.

2.4 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of Contractor, additional Services will entitle Contractor to additional compensation on condition that the Contractor first had received written

authorization from District describing the scope of additional Services and the amount of additional compensation to be paid for the additional Services. In any case in which Contractor performs additional Services without first receiving written authorization from the District and without an express agreement on the total compensation to be paid for the additional Services or the method from which the total amount of compensation is to be determined, Contractor will not be entitled to compensation for such services.

ARTICLE 3 Contractor's Responsibilities

3.1 The Contractor will provide all professional services customarily furnished and reasonably necessary within the Scope of Services set out at **Attachment H**, attached. Time is of the essence for this Agreement. The District and the Contractor will develop a project schedule consistent with requirements of the Scope of Services and the Contractor will complete each phase of the services in accord with the Schedule. The District must approve subcontractors. The Contractor will contract directly with and will pay such subcontractors.

3.2 The Contractor will pay all royalties and license fees which may be due by reason of materials or methods employed by the Contractor or its subcontractors or by reason of the necessary inclusion of protected materials or methods in the Project except to the extent such materials or methods are included with the informed consent or at the direction of the District. The Contractor will defend all suits or claims for infringement of patent, trademark, or copyright for which the Contractor is responsible pursuant to this paragraph, which may be brought against the District, and the Contractor will be liable to the District for all losses arising therefrom, including costs, expenses, and attorney fees.

3.3 The Contractor will not be relieved of responsibility for errors or omissions or other defects in any other documents prepared by the Contractor for the District's review and approval.

3.4 Contractor and its subcontractors will always keep BPRD's highly regarded reputation in mind when conducting their work related to this agreement by acting professional and treating BPRD's guests with respect.

3.5 The Contractor will keep any real property involved in the project free from all liens by reason of its services and will defend, indemnify and hold harmless the District from the operation and effect of any such lien or encumbrance that may be claimed by any person by reason of the Contractor's services. If the Contractor fails to remove any lien or adjust any other claim relating to the Contractor's services, by bonding or otherwise, the District may, without recourse by the Contractor, pay the lien or claim and charge such payments, with costs incurred, to the Contractor.

3.6 All services provided by the Contractor will be performed in a prompt manner and will be in accordance with the professional standards of care and diligence applicable to such services performed by recognized Contractors in our federal, state and local jurisdictions on the type of project contemplated at the time such services are performed. The Contractor will be responsible for all services provided whether such services are provided directly by the Contractor or by subcontractors engaged by the Contractor. The Contractor will make all decisions called for promptly and without unreasonable delay.

3.7 Contractor's Insurance. Contractor will procure and maintain for the duration of this Agreement, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of services by Contractor, its agents, representatives, employees and subcontractors as set forth below, except to the extent different coverage or limits requirements are specifically set out in the Agreement. The insurance companies will be first-class insurers and underwriters with an A.M. Best's financial strength rating of A- or better and financial size category of X or better, and the insurance companies otherwise will be reasonably acceptable to the District and will provide the District with thirty (30) days' notice of material change, expiration, or cancellation. The Contractor's insurance will be primary and any insurance carried by the District will be

excess and noncontributing. The Contractor will furnish the District with Certificates of Insurance evidencing coverage and provisions as required.

.1 Workers' Compensation Insurance: statutory limits.

.2 Employer's Liability Insurance: subject to a waiver of subrogation in favor of the District, with limits of liability of not less than \$1,000,000 per accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

.3 Commercial General Liability Insurance: applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual Liability, with limits of liability of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate. The general liability coverage will name the District as additional insureds and will contain a severability of interest clause.

.3 Business Automobile Liability Insurance: applicable to any automobile assigned to or used in the performance of the services, whether owned, hired or non-owned, with a limit of liability of not less than \$1,000,000 combined single limit per accident.

.4 Professional Liability Insurance: with per-claim and aggregate limits of at least \$2,000,000 and a retroactive date no later than the effective date of this Agreement. Contractor will maintain such insurance for a period of three (3) years after completion of the Project construction. Contractor will require each sub-Contractor engaged or employed by Contractor to be similarly insured with reasonably prudent limits and coverages in light of the services to be rendered.

3.8 The Contractor will perform only the services authorized. Additional services will be compensated only as authorized in writing by the District. To the extent additional services are made necessary by any fault or error of Contractor in the performance of the Contractor's duties, responsibilities, nor obligations, the services will not be compensated.

3.9 District's review or acceptance of documents will not be deemed as approval of the adequacy of the deliverables and other documents and such review or acceptance by District will not relieve Contractor of responsibility for the Work.

3.10 Contractor represents and warrants the following:

.1 Contractor has the authority to enter into and perform this Agreement; the person(s) executing this Agreement on behalf of Contractor have the actual authority to bind Contractor to the terms of this Agreement;

.2 Contractor will, at all times during the term of this Agreement, be properly licensed to perform the Services;

.3 Contractor is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Agreement and to administer a project having the scope and complexity of the Project;

.4 Contractor has the capabilities and resources necessary to perform Contractor's obligations under this Agreement;

.5 Contractor is, or will become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the scope of work; and

.6 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Agreement or at law.

3.11 The Contractor will provide professional services for the District during all phases of the Project to which this Agreement applies, serve as the District's professional representative for the Project as set forth below, and will give professional consultation to the District during the performance of services hereunder.

3.12 Contractor will provide the District with a W-9.

ARTICLE 4 The District's Responsibilities

4.1 The District will furnish the Contractor with information regarding requirements for the project, including programs setting forth the District's objectives, schedules, constraints and criteria.

4.2 Unless otherwise provided in this Agreement, District will provide information requested by Contractor in writing in a timely manner regarding the requirements and limitations for the Project, which includes information regarding District's objectives, schedule, and criteria.

4.3 The District will designate a representative fully knowledgeable about the project and with the authority to review and approve all project work.

4.4 The District will render its own decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.

ARTICLE 5 General Provisions of the Agreement

5.1 Performance of Services. Contractor will at all times perform their services diligently and without delay and will punctually fulfill all Agreement requirements consistent with the schedule for the performance of services. Expiration or termination of the Agreement will not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance. Time is of the essence in the performance of this Agreement.

5.2 Confidentiality

.1 The Contractor warrants and represents that the Contractor and its subcontractors shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with its Services or the Project except (i) with prior written consent of the District, (ii) information that was / is in the public domain, (iii) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor or its subcontractors, or (iv) as may be required to perform Services or by any applicable law.

.2 The Contractor at any time upon the request of the District, shall immediately return and surrender to the District all copies of any materials, records, notices, memoranda, recordings, and any other documents furnished by the District to Contractor. The Contractor and its subcontractors are entitled to each retain one copy of the documents.

.3 The representations and warranties contained in this paragraph shall survive the complete performance of Contractor's and its subcontractors' Services or earlier termination of the Agreement.

5.3 Access to Records. For not less than three (3) years after the Agreement's expiration or termination, District will have access to the books, documents, papers, and records of Contractor and the Sub-Contractors which pertain to the Agreement for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Agreement, any Project-related Contractor contract is involved in litigation, Contractor will retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor will provide District and the other entities referenced above with full access to these records in preparation for and during litigation.

5.4 Indemnity.

.1 Claims for other than Professional Liability. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold BPRD, and its officers, agents and employees, harmless from and against all claims, suites, actions, liabilities, costs, damages, losses and expenses, including but not limited to reasonable attorneys; fees, arising from, related to, or caused by the performance of the Work by Contractor, or its subcontractors, agents, and employees. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of BPRD or any of its divisions without first receiving from BPRD, authority to act as legal counsel for BPRD, nor shall Contractor settle a claim on behalf of BPRD without the written approval of BPRD. This obligation shall survive acceptance of the Work and completion of the Agreement.

.2 Claims for Professional Liability. Contractor will indemnify, defend, and hold harmless the District, and its officers, agents, and employees, for, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature to the extent such claims, suits, actions, losses, damages, liabilities, costs and expenses arise out of the professional negligence of Contractor or its Sub-Contractors, subcontractors, agents, or employees.

.3 District Defense Requirements. Notwithstanding the obligations under Sections 5.5.1, District may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Contractor is not adequately defending District or District believes it is in the District's best interests to do so. District reserves all rights to pursue any claims it may have against Contractor if District elects to assume its own defense.

.4 District's Actions. This Section 5.4 does not include indemnification by Contractor of the District or its officers, agents, and employees, for the negligent acts or omissions of District or its officers, agents, and employees, whether within the scope of the Agreement or otherwise.

5.5 Contractor's Status.

.1 Contractor will perform all Services as an independent contractor. Although District reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means and manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services. Contractor, Contractor's employees and the Sub-Contractors are not "officers, employees, or agents" of District, as those terms are used in ORS 30.265.

5.6 Successors & Assignments. The provisions of this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. After the original Agreement is executed, Contractor will not enter into any Sub-Contractor agreements for any of the Services or assign or transfer any of its interest in this Agreement, without the prior written consent of District, and District's consent will not be unreasonably withheld.

5.7 Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services.. Contractor, the Sub-Contractors, if any, and all employers providing Services, labor or materials under this Agreement are subject employers under the Oregon workers' compensation law and will comply with ORS 656.017.

5.8 Governing Law; Jurisdiction; Venue. This Agreement and all services performed hereunder will be interpreted under the laws of the State of Oregon and the exclusive venue for any lawsuit or action will be in Deschutes County, Oregon.

5.9 Mediation: The Contractor and the District agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of litigation or arbitration. Such mediation will occur at Bend,

Deschutes County, Oregon, and the mediator's fees and expenses will be shared equally by the parties who agree to exercise their best efforts in good faith to settle all disputes.

5.10 Arbitration. The Contractor and District agree to submit all complaints, disputes and controversies that may arise out of or in connection with this Agreement or services provided, and which are not resolved through mediation, to binding arbitration under the laws of the State of Oregon, and in accordance with the Construction Industry Arbitration Rules of the Portland Arbitration Association in effect at the time. Notwithstanding any rule to the contrary, either party will have the option to initiate arbitration according to the Arbitration Service of Portland in effect at the time. The decision of the arbitrator(s) will be final and binding upon both parties.

5.11 The District may terminate this Agreement for convenience and without cause by giving written thirty day notice of such termination to Contractor. Upon receipt of such notice, Contractor will immediately cease further performance except that Contractor may perform such services and incur such reimbursable expenses as are reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination. Upon such termination, the District will pay Contractor, pursuant to the payment provisions of this Agreement for all authorized services or reimbursable expenses up to the date established in the notice of termination. Authorized reimbursements will include those costs necessarily and reasonably incurred by Contractor for organizing and carrying out the termination. The District will not be obligated to reimburse Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments.

5.12 Attorney Fees. In the event suit or action is instituted to enforce any provision of this Agreement, the prevailing party will be entitled to recover its cost and disbursements together with reasonable attorney's fees to be fixed by the arbitrator or court at trial or on appeal.

5.13 Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction 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 Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

5.14 Notices. Any notice required under this Agreement will be deemed properly given if directed by prepaid mail, certified return receipt requested, or delivered in hand to the parties at the address as specified on the face page of this Agreement

5.15 Force Majeure. Neither party will be responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

5.16 Waiver. The failure of District to enforce any provision of this Agreement will not constitute a waiver by District of that or any other provision.

5.17 Third Party Beneficiaries. Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against District or Contractor. Contractor's Services under this Agreement will be performed solely for District's benefit and no other entity or person will have any claim against Contractor because of this Agreement for the performance or nonperformance of Services hereunder.

5.18 Article Headings: All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

CONTRACTOR

Signature

By/Title

Date

DISTRICT

Bend Park and Recreation District

Signature

By/Title

Date