

YERBA BUENA GARDENS
CONSERVANCY

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January 13, 2023

The Yerba Buena Gardens Conservancy (“YBGC”) is accepting proposals for its **Security Services**. We invite your firm to submit a service proposal to us no later than **11:00am on February 10, 2023**. A description of our organization, the services, and other pertinent information follows:

Background of the Yerba Buena Gardens Conservancy

The Conservancy is a 501(c)(3) civic nonprofit organization established in July 2019 to operate and manage Yerba Buena Gardens on behalf of the City and County of San Francisco. The Conservancy provides arts, culture, recreation, and nature in beautiful, accessible, welcoming spaces for everyone through stewardship and collaboration.

Structure & Governance: The Conservancy’s Board of Directors is made up of a cross-section of Yerba Buena Gardens’ stakeholders, community members, civic leaders, and City appointees. A small administrative staff contracts for maintenance, operations, programming, and security services to sustain cost efficiencies. Oversight is by the City as landlord, auditor, and technical advisor.

YERBA BUENA GARDENS CONSERVANCY (“YBGC”) REQUIREMENTS

Property and visitor **safety and security is a priority**. YBGC requires excellence from its security services contractor (“Contractor”). Contractor will comply with all applicable YBGC requirements including but not limited to the Non-Discrimination in Contracts and Benefits Ordinance, Minimum Compensation Ordinance (MCO) Declaration, the First Source Hiring Ordinance, and the Health Care Accountability Ordinance. YBGC requires the same standard of compliance as is required of all [City and County of San Francisco vendors](#). In keeping with the organization’s mission, it is YBGC’s procurement policy to competitively bid for the procurement of goods and services and to attempt to locate and purchase goods and services with Minority and Women Owned Businesses (MBE/WBE).

Below are details of the needed service including minimum qualifications, service term, staffing required, schedules, duties of each position, training, equipment, price proposal, award process, insurance, and submission deadline.

SECURITY SERVICE

Contractor to provide 24/7 security services and staffing (professional, bonded, uniformed) for property managed by Yerba Buena Gardens Conservancy.

MINIMUM QUALIFICATIONS & DISCLOSURE

- 1) Contractor to **provide photocopy of valid Private Patrol Operator License** issued by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services (“BSIS”).
 - a. License must not be currently under probation or suspension and must continuously be in effect at the time proposals are due, prior to the contract award and, throughout the duration of the contract.
 - b. Contractor to **provide letter signed by authorized person** to bind it to this representation.
 - c. Contractor to **provide copy of business entity formation documents** showing formation date.
- 2) Provide **five client references**:
 - a. Must be from five clients the Contractor provided security guard services continuously for at least two years, within last ten years.
 - b. Reference contact for at least three must be the one who served as manager that worked directly with Contractor.
- 3) Contractor must **notify YBGC of any pending lawsuits or labor disputes** that may interfere with the delivery of services.

TERM

The agreement shall be a **three-year term**, to commence on March 1, 2023 and end on February 28, 2026. The service agreement **may be renewed for an additional two-year term**, under the same terms and conditions set forth in the agreement, subject to YBGC Board approval. **See Price Proposal** below for details.

PROPOSAL PRICE DETAILS

Contractor to provide the billable hourly rate for Year One. Billable rate for Year Two - Year Five to include a San Francisco CPI escalator, up to 3% per contract year.

Year One: 3/1/23 – 2/29/24	Billable Rate per Hour
Security Guard (Control, Patrol)	\$

Proposal shall also include the **hourly pay range each guard** will be paid, and **holidays observed and rates**. The billable hourly rate, shall be **inclusive of all costs** billable to YBGC as well as all wage requirements imposed on this service agreement by the City and County of San Francisco. Questions on Prevailing Wage, Minimum Compensation Ordinance, Health Care Accountability Ordinance, or other wage related ordinance contact the Office of Labor Standards Enforcement, found here: <http://sfgov.org/olse/contact-us>

Overtime hours must be approved by YBGC prior to implementation. The Contractor will assume all costs including personnel salaries, health and welfare, transportation, vehicles, training, uniforms, and contractor equipment outlined above, and any other expense for its employees.

COMPANY KEY EMPLOYEES

Contractor to **identify key employees** and/or subcontractors that will be used at YBGC.

INSURANCE

Awardee will be required to comply with YBGC and the City and County of San Francisco insurance and indemnification language. **Insurance language provided upon request.**

SCOPE OF SERVICES

This is a comprehensive scope but will evolve over time. It is the expectation of YBGC that the Contractor remain an active learner of best practices in the security industry and remain fluid and grow with YBGC as it evolves. Contractor will develop, implement, and manage a security and safety/emergency plan and protocols for Yerba Buena Gardens that will address the security requirements needed to ensure public safety and protection of the Gardens. Within the plan approved by YBGC, Contractor will provide a certification and training program for all of their employees.

ACCOUNT MANAGER

Contractor to provide an account manager who shall oversee team and be point of contact for YBGC Services Manager. The Contractor’s Account Manager will be responsible for, but not limited to, team compliance with applicable labor laws and YBGC security and safety procedures, communications, scheduling (ensure shifts are filled), reporting, project planning and implementation. Account Manager must learn the Conservancy’s partner organizations and

public service organizations such as: YBCBD, SF SAFE, SF HOT, Health Right 360, etc. List subject to change as YBGC as the community evolves.

TRAININGS

Contractor to provide employee training, to include but limited to:

- Active shooter
- Basic workplace safety
- Bomb threat
- Code Adam
- Customer and client service
- De-escalation and situational awareness (how to give a situation the urgency/sensitivity it requires)
- Emergency response
- Radio etiquette and tactical communications

No charges to YBGC are to be made for Contractor's employee trainings, unless agreed upon and approved by YBGC in advance. Contractor agrees to include YBGC employees in applicable trainings at no additional cost to YBGC. YBGC will include Contractor employees in applicable trainings.

EQUIPMENT

Below is a list of equipment and which entity is responsible to provide said equipment.

Contractor Responsibility:

Contractor will provide YBGC branded uniforms for all its employees as listed below, to be approved by YBGC prior to production:

- Back belts, for safe moving
- Belts (Security/Tactical)
- Black Pants (BDU)
- Black Boots
- Green T-Shirt
- Heavy Jacket
- Patrol cell phones
- Personal Protective Equipment
- Rain Gear
- Vest
- Windbreaker

Contractor Reporting Software:

Contractor agrees to use an industry-leading security management reporting software, such as TrackTik, or similar industry quality security management reporting software. Contractor agrees to customize the software based on Gardens' activity, events, and needs. System should be able to provide, but not limited to, data on guard locations, approved tour checkpoints, Gardens

activities, condition reports, incident reports, photos of findings, etc.; and be able to extrapolate data into a daily, monthly, and annual report format. Upon request, Contractor must provide YBGC with data collected in system by guards while on duty. The data delivery schedule and format will be agreed upon by both the Contractor, YBGC, and Gardens activities, and are subject to change. System and process to remain fluid and evolve with Gardens.

YBGC Responsibility:

- Barricades
- CCTV Hardware and Software Solution
- Flashlights
- Umbrellas (?)
- PPE – masks, hand sanitizer
- Hats (YBGC brand)
- Keys and Key Fobs
- Proper safe handling equipment for bios, needles, deceased animals, etc.
- Radios and Comms Network
- Safety Cones
- Signs and Fixtures
- YBGC policy and procedures, literature, and appropriate operation manuals

SCHEDULE

At a minimum, schedule to consist of the following shifts:

Day: 7:00a – 3:30p

Swing: 3:00 – 11:30p

Graveyard: 11:00p – 7:30a

The hours of the above shifts and guard count per shift are to remain fluid and evolve over time depending on Gardens activities and needs. At its discretion, YBGC may adjust the hours of the shifts, and/or incorporate a 'hybrid' shift. Schedule to be developed and maintained by the Contractor and provided and approved by YBGC on a weekly basis. Changes to the schedule must be approved by YBGC prior to implementation.

GUARD DUTIES & RESPONSIBILITIES

Under the direct supervision of the Contractor, **General Duties** of Guards will be to:

- Protect the people, data, and client property assigned.
- Maintain high visibility and accessibility to the public and act as a visual deterrent for potentially unwelcome activities.
- Proactively provide customer service and greet visitors in a friendly respectful manner.
- Approach all situations and incidents with the urgency and sensitivity each requires.
- Reasonably act to prevent or minimize negative incidents before they occur.
- Learn and proactively engage with YBGC regular visitors and their activities.

- Crowd control, promptly observe and report activities, conditions, incidents, and involvements as they occur in and about assigned locations.
- Learn, respectfully enforce, and be able to discuss Gardens policies and procedures. This includes, but is not limited to: observing, greeting, providing customer service, and advising, and escorting those who Gardens rules violator(s) from the property, and calling for police or other emergency services for additional support.
- Effectively resolve visitor queries regarding Gardens policies only. Other queries to be directed to YBGC.
- Remain alert and proactively watch and listen for hazards and/or potential incidents.
- Proactively resolve egregious violations of YBGC policy; prevent trespassing, monitor, report their presence and activities.
- Provides building and/or other restricted-area access to authorized personnel.
- Opens, closes, secures Gardens facilities such as public restrooms, children's play circle, elevators, loading dock, and other Gardens restricted indoor facilities.
- Posts and retrieves signs, notices and warnings to the public; move equipment, tilt carts, café furniture, barricades, safety cones, etc. as needed.
- Identify, prevent if possible, and report unhealthy, unsafe, illegal or unsavory conditions.
- Identify and report missing or faulty keys, locks, equipment, furniture, signs or other client property.
- Maintains a neat, professional and personal appearance, while conforming to Contractor and YBGC dress code, rules of conduct, and approved policies and procedures.
- Assists civil authorities (police, fire, medical) and victims of accident, illness, or crime.
- Attends inter-shift trainings and other meetings as needed.
- Learn Conservancy's partner organizations and public service organizations, such as: YBCBD, SF SAFE, SF HOT, Health Right 360, etc. List subject to change as YBGC and surrounding community evolve.
- Assist YBGC with other duties as reasonably needed.

Control Guards:

On top of general and patrol duties (as outlined below), **Control Guards** will:

- Be stationed in YBGC Control Room as needed.
- Always maintain proactive monitoring of cameras.
- Lead all shift guards to ensure adherence of security schedule and duties.
- Manage and facilitate check-in/out system for all Security and shift equipment and inventories, including but limited to, radios, key sets, flashlights, PPE, etc. for YBGC and sub-contracted personnel and contractors.
- Accepts personal responsibility for the sign-out log, and for use and return of assigned access keys and radios. Contractor responsible for cost of replacement of shift equipment lost by its employees.
- Maintains Control-Room policies and procedures as well as cleanliness.

- Maintain communication with patrol guards to ensure accurate reporting of all activities. Maintain and enter data into TrackTik, or similar software.
- Learn and refine report writing to maintain activity and incident report accuracy.
- Report all egregious activities to YBGC management following the CIRCS.
- Security Point of Contact for all Guards, YBGC personnel, and tenants. And when YBGC is not in office, for office: Provide customer service, answer phones, accept deliveries, etc.
- Monitor YBG surveillance system, Fire Life Safety Systems, elevators, loading dock deliveries, and exterior of tenant facilities.
- When needed, act as YBGC Security liaison between YBGC and City agencies such as SF Police Department, SF Fire Department, YBGC tenant building alarm companies, and elevator maintenance and monitoring company, etc. Communicate with said agencies, companies, and security departments as needed.

Patrol Guards:

In addition to general duties, **Patrol Guards** will:

- Adhere to the patrol security schedule and complete all tasks as outlined.
- Always maintain communication with Control and YBGC while on duty.
- Patrol and monitor properties managed by YBGC.
- Remain highly visible and accessible to the public.
- Secure perimeters from unauthorized intrusion.
- Secure and reaffirm secured status of buildings, facilities, keys, equipment, furnishings, and other assigned properties.

CONTRACT AWARD

YBGC will award the service agreement to the Contractor it considers will provide the **best overall service**. YBGC will consider the following priorities in the evaluation and selection process: 1) best price reasonably attainable, 2) vendor performance and reference review, and 3) Minority and Women Owned Businesses MBE/WBE. RFP responses will be reviewed by a selection panel appointed by the Executive Director.

Prior to the award of this contract, and at any time during the service agreement term or extension thereof, YBGC may make such investigation as it deems necessary to determine the conditions under which work is to be performed. YBGC will take into consideration Contractor's experience and industry reputation, location, and sufficient personnel and equipment to properly perform all services called for under the contract, and Contractor's ability to demonstrate its capabilities, including evidence that it possesses adequate facilities and financial resources to fully comply with the requirements of the service agreement.

QUESTIONS?

Contractor to carefully review RFP requirements and the City and County of San Francisco ordinances. No site visit is scheduled. Contractors encouraged to conduct self-led visits prior to the submission deadline below. For information, please contact:

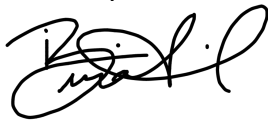
Bri Maughan / 415-707-3901 / bmaughan@ybgardens.org

SUBMISSION OF PROPOSAL

Email one PDF proposal to Bri Maughan by: **11:00am on February 10, 2023**

Non-compliance of this requirement will immediately disqualify a candidate; the candidate will be deemed non-responsive, and the proposal will be rejected. **After a proposal has been submitted, no modifications to the proposal will be allowed.** YBGC reserves the right to reject any proposal on which the information submitted fails to satisfy YBGC. Failure to disclose or falsify statements may result in immediate disqualification from receiving further consideration and/or cancellation of award of a service agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bri Maughan', written in a cursive style.

Bri Maughan
Acting Executive Director, General Manager