



REQUEST FOR PROPOSALS

Security Services for Winston-Salem Transit Authority

**Proposals will be received until
12:00 Noon – Thursday – May 10, 2018**

at

**City of Winston-Salem's Purchasing Department
City Hall Building, Suite 324
101 North Main Street
Winston-Salem, NC 27102**

ADVERTISEMENT FOR PROPOSALS

Sealed proposals endorsed **Security Services for Winston-Salem Transit Authority** to be furnished to the Winston-Salem Transit Authority will be received by the City/County Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC until **12:00 Noon, Thursday, May 10, 2018**. Instructions for submitting proposals and complete specifications may be obtained during regular office hours at the same location, or by contacting Jerry Bates via email jerryjb@cityofws.org or phone 336-747-6939. The Winston-Salem Transit Authority reserves the right to reject any or all proposals.

The Winston-Salem Transit Authority is requesting qualifications and proposals for on-site contract security services for the following Winston-Salem Transit Authority facilities:

- Clark Campbell Transportation Center
100 West 5th Street
Winston-Salem, North Carolina

This Request for Proposals (RFP) outlines a description of the services sought and the documents interested firms will be required to submit. All requested information shall be submitted in the format required as shown on the enclosed schedule.

Jerry Bates
Purchasing Director

This document IS NOT the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.

SECTION I - INSTRUCTIONS TO PROPOSERS

The Winston-Salem Transit Authority is issuing the accompanying Request for Proposal (RFP) for the provision of Security Services – **estimated at approximately 6,041 hours per calendar year.**

The following key dates will govern this process however, may be subject to change:

April 18, 2018	Issue RFP
May 3, 2018	Written questions and comments from proposers due - 12:00 Noon
May 10, 2018	Proposals received - 12:00 Noon, Thursday, May 10, 2018
July 1, 2018	Commence service per contract (exact date TBD)

1.0 PREPARATION OF PROPOSAL

All proposals should be complete and carefully worded and must convey all of the information requested by the Winston-Salem Transit Authority. If errors or exceptions are found in the Offeror's proposal, or if the proposal fails to conform to the requirements of the RFP, the Winston-Salem Transit Authority will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The Winston-Salem Transit Authority reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight forward, concise description of the Offeror's ability to satisfy the requirements of the RFP.

If any proposal includes any comment(s) over and above the specific information requested in this RFP such comment(s) must be included as a separate appendix to such proposal.

The Offeror is solely responsible for all costs and expenses associated with the preparation of their response and of any supplementary presentation (including any oral presentation) requested by the Winston-Salem Transit Authority.

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

Submittals shall be typewritten or computer generated. It shall include, but is not limited to, addresses of all firms which would participate in the proposed work. The type of organization of the Offeror whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities must be fully disclosed and clearly explained.

This entire set of documents constitutes the RFP. The proposer must return this RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

1.1 PROPOSER QUESTIONS AND INQUIRIES

Proposer Questions and Inquiries relative to this IFB must be submitted **in writing only by 12:00 Noon, Thursday, May 3, 2018**, to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: jerryjb@cityofws.org (**Email is preferred**), Fax: (336) 727-2443. The City will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the City may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

1.2 RFP RESPONSE SUBMISSION

All proposals shall be returned in a sealed container or envelope containing one original proposal (please mark document as original) showing original signatures and seals and two (2) copies of the

complete proposal **marked Security Services and submitted to the City/County Purchasing Department, City Hall - Suite 324, 101 North Main Street, Winston-Salem, NC 27101. Proposals received after 12:00 noon on May 10, 2018 will not be considered.** Offerors mailing proposals should allow sufficient time for mail delivery to ensure timely receipt of their proposal.

The Winston-Salem Transit Authority will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the Winston-Salem Transit Authority or any other party for any reason (including the cancellation of this RFP).

The Winston-Salem Transit Authority reserves the right to reject any or all proposals and to negotiate the final terms of any proposal. Issuance of this RFP does not guarantee a contract will be awarded to any proposer. The Winston-Salem Transit Authority staff anticipates making a decision within 30 days of the proposal due date.

1.3 SUBMITTAL REQUIREMENTS:

Offerors shall address all items as specified in following sections. Failure to adhere to this format or to address all items specified may disqualify an Offeror from further consideration. Offerors are also encouraged to include any additional information they wish to be considered.

Submit proposals in the following format:

A. Title Page

Title page must show the RFP's subject; the Offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.

B. Table of Contents

Provide a Table of Contents to aid the evaluation of the proposal.

C. Transmittal Letter

Proposal must include a signed letter of transmittal briefly stating the Offeror's understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of "why" the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety days (90) calendar days.

SECTION 2 – QUALIFICATIONS / SCOPE OF WORK

2.0 QUALIFICATIONS

The security contactor is required to be able to furnish armed officers augmented by sworn supervisory police officers certified by the state of North Carolina. It shall be noted that the Winston-Salem Transit Authority places great emphasis on customer service and the officers supplied to the Winston-Salem Transit Authority are the first point of contact for most visitors to the facilities. It is mandatory that a combination of security and customer service at the highest level be provided by the contracted security officers. The Winston-Salem Transit Authority will reserve the right in the contract to require the immediate removal and replacement of any officer(s) not meeting these requirements.

General Information Required:

1. Description and history of the firm
2. Length of time established in the Triad area
3. Three references having contracts similar to the services requested in this RFQ/RFP. (Name of contact, client's contact information, type of services provided)
4. Experience and qualifications of the management and supervisory staff to be assigned to this contract
5. Current number of company police officers, armed guards, and other guards employed by your firm
6. A schedule and list of training courses provided to officers by your firm

7. Ability of your firm to immediately respond to unanticipated and temporary security needs including but not limited to the unexpected absence of an assigned officer
8. Location of your company's security contracts that are near to the Winston-Salem Transit Authority.
9. Location of your company's security supervisors that are near to the Winston-Salem Transit Authority.
10. The selected security company must have a DOT/FTA compliant drug and alcohol program in place or must participate in WSTA's DOT/FTA compliant program. Security company employees assigned to duty on WSTA premises must submit to random drug and alcohol testing.

Any other information which would assist the Winston-Salem Transit Authority in evaluating your firm

2.1 SCOPE OF WORK

It is the desire of the Winston-Salem Transit Authority to provide a safe, secure environment at all of its facility for their patrons and employees. The contract resulting from this RFP will supplement other security measures that exist for these facilities including limited access system, CCTV, and local law enforcement.

1. Staffing and responsibilities:

The contract security officers at Winston-Salem Transit Authority are responsible for the general security of the facility, allowing the WSPD to take the lead role in arrests and investigations. The contract officers are responsible for patrolling the facility, maintaining a log for persons suspended or banned from the Clark Campbell Transportation Center and (or) buses, familiarizing themselves with rules of conduct for visitors, monitoring and operating surveillance software, responding to alarms, assisting with emergency evacuations and reentry, assisting disabled persons as needed, opening rooms on an emergency basis, managing access to certain meeting rooms, submitting a weekly activity report, and other duties as assigned. It is required of the contract officers to provide outstanding customer service by greeting visitors in a cheerful and friendly manner, answer questions knowledgably and courteously, diffuse conflicts diplomatically and using forceful methods only when the safety of visitors or the officer requires such action. Current training in CPR and first aid for all on-site contract staff and their immediate supervisor is required to be maintained for the contract period. The officers should be uniformed, have a professional appearance and be equipped with both direct radio and cell phone.

2. Hours of Service:

The security staff is responsible to open and close the public access doors of the Winston-Salem Transit Authority Hall and Bryce A. Stuart Municipal Building at the times shown below:

<u>Location</u>	<u>Work Days:</u>	<u>Doors Open</u>	<u>Doors Close</u>
Transportation Center	Monday-Friday	5:00 am	11:30 pm
Transportation Center	Saturday	6:00 am	11:30 pm
Transportation Center	Sunday	7:00am	6:30 pm

The Winston-Salem Transit Authority will be closed on the following holidays:

New Years, Good Friday, Memorial Day, Fourth of July, Labor Day, Christmas and Thanksgiving.

In addition to the regular hours shown above, officers will be required to perform their normal duties during public meetings and other required events as scheduled by the Winston-Salem Transit Authority.

Please note: Contractors are expected to minimize costs to the Winston-Salem Transit Authority by eliminating overtime as much as possible.

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SECTION 3 – GENERAL TERMS AND CONDITIONS

3.0 PROPOSAL EVALUATIONS / SELECTION PROCESS

Proposal Evaluation

Following the deadline for submittal of proposals, an Evaluation Panel comprised of Winston-Salem Transit Authority and City Staff will review, analyze and rank all Offers based on their response to the information requested. As part of the evaluation process the Evaluation Panel may engage in discussions with any Proposer. Discussions might be held with individual Proposers to determine in greater detail the Proposer's qualifications, to explore with the Proposer the scope and nature of the required contractual Services, to learn the Proposer's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a contract that will be satisfactory to the City.

The Winston-Salem Transit Authority, in its discretion, may require one or more Proposers to make presentations to the Evaluation Panel or appear before the Winston-Salem Transit Authority and/or its representatives for an interview. During such interview, the Proposer may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the Winston-Salem Transit Authority deems appropriate. Proposers will be notified in advance of the time and format of such meetings.

Since the Winston-Salem Transit Authority may choose to award a contract without engaging in discussions or negotiations, the Proposals submitted shall define the Proposer's best offer for performing the services described in this RFP.

Selection Process

A. Proposals will be evaluated for quality, completeness, and price value to the Winston-Salem Transit Authority by an Evaluation Panel. Selection shall be made from all offers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in the RFP, including price. Price shall be considered, but need not be the sole determining factor. The Evaluation Panel may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the Evaluation Panel determine in its sole discretion, that only one respondent is fully qualified, or that one respondent is more qualified than the others under consideration, a contract may be negotiated and awarded to that respondent.

Evaluation Criteria

Below is a description of the evaluation criteria that will be used to evaluate the proposals. To be deemed responsive, it is important for the firm's proposal to contain appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The proposal will be the primary source of information used in the evaluation process. Proposal must contain information specifically related to the proposed services requested in this RFP. Failure of any firm to submit information requested may result in the elimination of the proposal from further evaluation.

Respondents will be evaluated for selection on the basis of the Proposer most qualified to meet the requirements of this RFP. Major criteria to be considered in evaluation may include:

- **M/WBE Commitment** – Proposer's efforts to comply with all the terms and conditions of the City of Winston-Salem's Minority and Women Business Enterprise (M/WBE) Program through award of subcontracts to minority and women-owned business enterprises and utilization of minority and women owned business enterprise suppliers to the fullest extent consistent with the efficient performance of this contract. **Please refer to pages 12 through 25**
- **Local Business (Distance from City)** - Proposer's business location/distance from the City of Winston-Salem.
- **Ability to meet all requirement outlined in the RFP** – Depth of RFP questionnaire responses including but not limited to vendor experience, industry knowledge, resources, training programs, SOP's, etc.

- **Experience / Qualifications** – How long has the provider been in business. How long has the provider been performing the required services outlined in the RFP. Experience of Offeror providing security to similar public facilities. Qualifications of management personnel assigned to the Contract (Include Resume).
- **Price/ Total cost for Services** – Include employee pay (hourly rate) specifically detailed to include armed guards, supervisory personnel, and all equipment necessary to accomplish the security tasks of this Proposal.

The following “Weighted Scale” will be used to evaluate each proposal

Evaluation Criteria	Weight
MWBE Commitment	20.00
Distance from City of Winston-Salem	20.00
Ability to meet all requirements outline in the RFP	15.00
Experience/Qualifications	25.00
Price / Total cost for Services	20.00

3.1 AWARD

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Winston-Salem Transit Authority, taking into consideration the evaluation factors set forth in this RFP. Issuance of this RFP does not guarantee a contract will be awarded to any proposer.

3.2 CONTRACT PERIOD

The contract period should commence on or before July 1, 2018 through June 30, 2019. The contract may be extended for as many as three (3) additional twelve (12) month periods, provided that both parties are in agreement and funds are made available for this purpose. The contract prices may be adjusted at the beginning of each additional period by an amount not to exceed the Consumer Price Index as reported in the latest available Consumer Price Index for All Urban Consumers located on the U.S. Department of Labor Bureau of Labor Statistics website at the time the extension is pursued. The Winston-Salem Transit Authority will reserve the right to cancel the contract without prejudice by providing a thirty (30) day written notice.

3.3 CONTRACT DOCUMENT

The successful Offeror shall be required to execute a formal contract within ten (10) business days after issuance of a Notice of Award. Said Contract shall be virtually identical in substance and form to the Sample Contract which is attached. The only anticipated changes in the Sample Contract may be to include additional exhibits, to fill in the blanks to identify the successful Offeror, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of work, or changes pursuant to addenda issued prior to the qualification opening. The Winston-Salem Transit Authority reserves the right to finalize a Contract based on all factors involved in the written qualifications submittal without further discussion or interviews.

3.4 OFFERORS’ REPRESENTATIONS

Each Offeror by submitting a proposal represents that:

- A. The Offeror has read and understands this RFP including all specifications and attachments
- B. The Offeror has reviewed the RFP, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The proposal is based on the terms, materials, systems and equipment required by this RFP, without exception.

D. The Offeror is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so in a professional, timely manner using successful Offeror's best skill and attention.

3.5 OFFERORS' RESPONSIBILITY

Each Offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. The failure or omission of the Offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Offeror or to any contract resulting from this RFP.

3.6 CONDITIONS AFFECTING THE WORK

The successful Offeror shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the successful Offeror to do so will not relieve the Offeror from the responsibility for successfully performing the work without additional expense to the Winston-Salem Transit Authority. The Winston-Salem Transit Authority assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents or consultants prior to the submission of a proposal or the execution of any contract related thereto, unless such understandings or representations by the Winston-Salem Transit Authority are expressly stated in the Contract Documents

3.7 DISCLAIMER OF LIABILITY

The Offeror hereby releases and forever discharges the Winston-Salem Transit Authority, its agents, officers, officials, and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the Service, except those claims that result from the sole negligence of the Winston-Salem Transit Authority or a Winston-Salem Transit Authority employee acting within the scope of the employment. The Offeror shall indemnify, defend and hold harmless the Winston-Salem Transit Authority, its agents officers, officials, and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Offeror, and its agents or employees, in the performance of these services.

3.8 INSURANCE REQUIREMENTS

The successful Offeror, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see General Insurance Forms) and previously incorporated by reference. The Winston-Salem Transit Authority shall not execute the Contract until the successful Offeror has submitted acceptable Insurance Certificate(s), which must be submitted within ten (10) business days of receipt of the Notice of Award, and which reflect that the required coverage is in place and that all premiums have been paid. The Winston-Salem Transit Authority may contact the successful Offeror's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Offeror's coverage, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Winston-Salem Transit Authority must be advised immediately of any changes in required coverage.

GENERAL INSURANCE REQUIREMENTS

A. The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation Insurance as required by the North Carolina General Statutes.
2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than

\$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.

3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.

B. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.

C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. The Winston-Salem Transit Authority shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Winston-Salem Transit Authority may possess.

D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the Winston-Salem Transit Authority on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.

E. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the Winston-Salem Transit Authority. These certified copies shall be sent to the Winston-Salem Transit Authority from the Contractor's insurance agent or representative.

F. The Contractor shall furnish the Winston-Salem Transit Authority thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Risk Manager, Winston-Salem Transit Authority.

G. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the Winston-Salem Transit Authority shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Winston-Salem Transit Authority for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.

H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the Winston-Salem Transit Authority from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Winston-Salem Transit Authority. The Contractor shall be as fully responsible to the Winston-Salem Transit Authority for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

K. The Contractor and all subcontractors and sub-subcontractors agrees to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

L. Contractor hereby acknowledges that it has reviewed and agrees to abide by the Winston-Salem Transit Authority's "Safety and Environmental Requirements for Contractors" located on the Winston-Salem Transit Authority's website – www.Winston-Salem Transit Authorityofws.org – under the Employee Safety link for Risk Management Department –
<http://www.Winston-Salem Transit Authorityofws.org/Home/Departments/FinancialManagementServices/RiskManagement/Articles/EmployeeSafety>

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