

## Solicitation Information April 3<sup>rd</sup>, 2019

RFP# 7598730

#### TITLE: MPA 296 – Security Guard Services (Unarmed)

Submission Deadline: May 1<sup>st</sup>, 2019 at 11:30 am (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO

Questions concerning this solicitation must be received by the Division of Purchases at <u>Max.Righter@purchasing.ri.gov</u> no later than **April 18<sup>th</sup>**, **2019 at 5:00 pm (EST).** Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

#### BID SURETY BOND REQUIRED: NO

#### PAYMENT AND PERFORMANCE BOND REQUIRED: NO

Max Righter, Senior Buyer

#### Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

#### THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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## **SECTION 1. INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Division of Capital Asset Management & Maintenance, is soliciting proposals from qualified firms to provide unarmed security guard services, both mobile patrols and static posts for State properties and facilities, in accordance with the terms of this Request for Proposals ("RFP") and the State's General Conditions of Purchase, which may be obtained at the Division of Purchases' website at <u>www.purchasing.ri.gov</u>.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

#### **Instructions and Notifications to Offerors**

- 1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- 2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
- 3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
- 4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- 5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
- 6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
- 7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
- 8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records

as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

- 9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
- 10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (http://odeo.ri.gov/documents/odeo-eeo-contract-compliancethe "Certificate Compliance" report.pdf), as well of as (http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a "Monthly Utilization Report" (http://odeo.ri.gov/documents/monthly-employmentutilization-report-form.xlsx) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at <u>ODEO.EOO@doa.ri.gov</u>.

- 11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
- In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to 12. support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. Vendors should be aware that each time an award is issued off this Master Price Agreement, an MBE Utilization Plan shall be submitted to the Office of Diversity, Equity and Opportunity for review and approval. Please note that MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO). The current directory of firms certified as MBEs or WBEs may be accessed at http://odeo.ri.gov/offices/mbeco/mbe-wbe.php or by contacting Dorinda Keene at the MBECO at (401) 574-8670 or via email at Dorinda.Keene@doa.ri.gov
- 13. For contract security guard services at State Health Service facilities HIPAA requirements apply. HIPAA Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

## **SECTION 2. BACKGROUND**

Background and Purpose

The State maintains an asset portfolio of over 1000 major buildings statewide with a goal of meeting the highest standards for health, safety, security, accessibility, energy efficiency and comfort for the state employees who occupy these buildings and the public they serve. To ensure state facilities, campus areas and individual properties provide a safe and secure environment, efforts are ongoing to update the MPA to detail and more accurately reflect current requirements for security guard services.

The initial term of this contract is estimated to begin on or about July 1<sup>st</sup>, 2019 for a period of two years, with two one-year options to renew at the sole discretion of the State of Rhode Island.

The state reserves the right to select up to four awardees for this MPA. Award will be based the highest overall score of those who have responded to this RFP. Award selection is no guarantee of income.

Selected vendors must maintain worker's compensation and liability insurance in accordance with the State's General Conditions of Purchase available at <u>https://rules.sos.ri.gov/regulations/part/220-30-00-13</u>.

## SECTION 3: SCOPE OF WORK AND REQUIREMENTS

## General Scope of Work

**Criminal Record Identification Requirements**: The selected vendor(s) must perform national criminal history checks on personnel through fingerprint verification to verify that all personnel are free from felony and misdemeanor convictions, both within and outside of the State of Rhode Island. Verification must be provided to DCAMM or the supported tenant agency prior to employing any contract guard personnel at a Rhode Island state facility.

<u>BACKGROUND CHECK: - The vendor(s)</u> shall certify that all personnel have successfully passed a criminal background check and drug screening prior to assignment. At a minimum, the drug screen shall include testing of urine samples for marijuana, amphetamines, methamphetamines, cocaine and opiates. All security guards shall pass a fingerprint check conducted by the State of Rhode Island as a minimum. DCAMM reserves the right to review the personal background and conduct further security clearances on the vendor(s) assigned personnel.

## Uniforms and Appearance

Security guard personnel must be in uniform and properly groomed at-all-times while working in State facilities or on State campuses or properties. The uniforms must consist of:

- Proper shoes and belts
- Standard uniform pants and shirt (preferably blue)
- Uniforms shall include all inclement weather gear and easily recognizable identification of the Contractor.
- Security guards must wear nametags or identification cards with picture.

All uniforms must clearly be marked with the company's insignia/logo/patch and the security officer's name clearly displayed. The uniform must be neat, clean and properly worn at all times. Undergarments must not be visible through uniforms.

Uniforms must be approved by the Director of Security, Division of Capital Asset Management & Maintenance with input from the supported state agency.

Assigned personnel shall arrive at work well groomed, in a professional manner, and in the appropriate uniform of the company - complete with badge, company designation, nametag and required communications equipment. Uniforms shall be in respectable condition, fitted properly, cleaned, pressed, and present a professional appearance. Assigned personnel shall not "accessorize" their uniforms. Assigned personnel shall not lean against walls, stand with their hands in their pockets, or adopt an unprofessional conduct or posture. Assigned personnel are not permitted to text, surf the web, read books or newspapers or make unnecessary personal calls while on duty.

## **Examples of Work:**

A specific scope of work for security guard services to be perform will be identified by DCAMM or the supported tenant agency, and that work may include one or more of the following duties as needed and detailed in subsequent solicitations against this MPA. Those duties may include the following:

- The guards are required to staff and operate an entry control point(s) on the premises of the State facilities, campuses or individual properties. Control vehicle and pedestrian entry/exit. Ensure only authorized personnel are permitted entry. Security guard(s) at the Entry Control Point will check all incoming vehicles. Visitors and delivery trucks will be processed in, possibly be given temporary vehicle passes, and directed to their destination. If policy is adopted by the Division of Capital Asset Management & Maintenance or the supported tenant agency, the policy and procedures requiring identification checks in accordance with the increased threat levels and Standard Operating Procedures (SOP), will need to be adhered to.
- Secure the premises and personnel by patrolling property randomly or regularly; security guards shall patrol the entire facility, including all parking lots on foot or by motor vehicle, as required; provide surveillance of the facilities monitoring surveillance equipment; alarm systems; inspecting buildings, equipment, and access points; permitting entry. A detailed checklist(s) will be provided by DCAMM or supported tenant agency staff; however, in general security guards will be expected to confirm through on-site checks of critical areas that may include pharmacies, medicine rooms, banks, entry points, machinery rooms, and other restricted areas remain secure from unauthorized entry.
- Investigate disturbances and obtain help by sounding alarms or by notifying tenant agency staff and/or calling police or fire departments in cases of emergency, such as fire or the presence of unauthorized persons. Respond to critical incidents such as those requiring de-escalation and/or physical intervention.

- Prevent losses and damage by reporting irregularities; informing violators of policy and procedures; identifying trespassers and notify state or local police authorities.
- Act lawfully in direct defense of life or property.
- Monitor and authorize entrance and departure of employees, visitors, and other persons to guard against theft and maintain security of premises, as required by supported tenant agency.
- Incident management that ensures vital details are captured and included in all incident reporting.
- Write reports or maintain a log of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
- Maintain organization's stability and reputation by complying with legal requirements.
- Circulate among visitors, patrons, and employees to preserve order and protect property.
- Contribute to occupying agency's security effort by accomplishing related results as needed.
- Vehicle Patrols vendor must provide all training, licensing and insurance documents for all security guards. Either four-wheel drive or non-four-wheel drive vehicles may be requested, and they must be road worthy, RI DOT compliant, capable of carrying a minimum of 2 personnel, clearly marked as a security vehicle, and equipped with emergency lights.
- Monitoring admittance of personnel and authorized visitors.
- Site Patrols to determine ensure doors are properly secured.
- Investigating unusual or suspicious conditions
- Inspecting parking areas
- Enforcing security regulations
- Interacting in a professional manner with the staff and visitors
- Assist with directions
- Responding to emergencies and/or alarms
- Report any unsafe or dangerous conditions

## Supervisory Security Guard Services:

Contract security guard supervisors will be expected to ensure continuity of operations of independent security guard posts and their performance. This will include the following:

- Will ensure a proper turnover/pass-down occurs between security guard shifts with on-coming and off-going guards.
- Will ensure that all guard posts are site checked and that guards are performing their responsibilities per expectations outlined in this scope of work and provided by supported agency.
- Will immediately address any concerns raised on a specific guard's performance while on watch and report same to the vending guard agency and DCAMM Security.
- Will continuously communicate with independent guard posts to ensure situational awareness is maintained and emergent issues are conveyed to all security guard personnel.
- Will support and back-up any independent guard posts encountering emergent situations.
- By dialing 911 or through direct line communication, will immediately notify the responsible law enforcement agency, who has jurisdictional authority for the area where guard services are contracted, of emergent issues when support is required.
- Will provide daily reporting and/or log activity of security guards and their observations while on watch.
- Supervisory guards will immediately address all issues regarding guard performance and report same to vending company, DCAMM Security and supported tenant agency for immediate corrective action.

## **Screening Devices:**

Guards may be required to man and operate personnel screening devices, such as magnetometers, at entry or access control points to State facilities. Guards must be trained in the use and operation of screening devices and evaluation of any anomalies detected. Screening may also include mail deliveries at State facilities from the United States Postal Service, commercial common carriers, or special messengers. Screening devices currently employed to screen parcels and bulk mail is the Rapiscan 626XR X-ray Screening System.

## **Communication-Tracking**:

Electronic patrol monitoring, to include remote check-in and GPS tracking software and reporting systems will be required for guard services employed on State facilities.

Further, if guards are employed for multiple shifts at the same post, they are required to provide an appropriate turnover/status report for the oncoming watch before leaving their post. If a guard must leave their post early due to illness or due to another emergency, they must first notify the vendor agency, DCAMM Security, and the supported agency. It is the responsibility of the vendor to replace this vacancy for the remainder of the shift. Failure to do so may result in termination of vendor's services.

# Training Requirements at Mental Health Facilities/Eleanor Slater Hospital Facilities:

Security guards employed at State health care facilities shall be compliant with applicable requirements for standards of immunization and communicable disease testing outlined in *Rules and Regulations Pertaining to Immunization, Testing, and Health Screening for Health Care Workers* R23-17-HCW of July 2002.

Training requirements for work at locations with personnel diagnosed with mental health issues are:

- Health Care & Psychiatric Facilities International Association for Healthcare Security and Safety (IAHSS) or equivalent certification for security and safety programs in healthcare facilities. Security officers in psychiatric hospitals wear many hats, from providing security to doctors and nurses to offering companionship to residents. A wide variety of people reside in psychiatric hospitals, from those seeking help for minor psychiatric conditions to those who have been hospitalized due to criminal insanity. Consequently, good security guards don't make assumptions about residents, but do remain constantly vigilant.
- Security Officer Basic Training that addresses various topics to include the role of a security officer, policies and procedures for proper behavior, professionalism, workplace safety, legal authority, report writing, fixed posts and patrols, emergency situations, active shooter, and anti-terrorism.
- Additional training requirements for assignment at an Eleanor Slater Hospital (ESH) facility will include the successful completion of ESH's training curriculum prior to commencing work include:
  - Basic Security Officer Training
  - Nonviolent Crisis Prevention (CPI)
  - CPR/AED Certified
  - Restraint Trained
  - Security Officer Customer Service (SOCS)

## Preferred Training for Assignment at all State Facilities Includes:

- Access control and physical security
- Advanced report writing
- Behavioral pattern recognition
- Communications

- Driver safety
- Egress and fire prevention
- Emergency response
- Liability and legal aspects
- Medical emergencies
- Observation and documentation
- Personal safety and awareness
- Conflict management and managing aggressive behavior
- Crowd control and special event security
- Customer service
- Screening procedures
- Workplace violence

The Contractor shall provide a complete description of training including the following:

- Training of newly assigned guards: Contractor will be expected to provide up to eight (8) hours of training to newly assigned guards at each post. In conjunction with the security site supervisor, newly assigned guards shall be taught specific post duties, including emergency procedures and the operation of the building security alarm system and physical security systems.
- Training of substitute guards: Substitute guards shall be taught the post duties of their particular assignments.
- Refresher training and Owner training and exercises: Refresher training and internal organization and building training and exercises shall be provided or participated in upon request. Refresher training shall be designed to ensure that all security guards are proficient at their post duties. The refresher training shall address any issue brought to the Contractor's attention by the Owner.
- Health and safety orders: Contractor shall provide safety training as required by the Department of Industrial Relations and Occupational Safety and Health Administration.
- Proposer's complete training program.
- Compliance and Record Keeping: Contractor shall keep records that ensure all assigned guards have received their training, registrations and permits as required by State and local authorities. Additionally, Contractor shall ensure that all guards timely renew their training, registrations and permits as required by State and local authorities. The Owner may inspect such documentation at any time upon request.

## Qualifications:

Candidates will possess significant work experience in related physical security operations and functions, to include but not limited to prior work at psychiatric facilities or hospitals, corrections facilities, law enforcement organizations or with the military.

- Must have valid driver's license and own transportation;
- Must have high school diploma or GED;
- Must have the ability to maintain composure, interact with a variety of people, including those who may be provocative and difficult to deal with;
- Must have the ability to speak appropriately and effectively to a variety of individuals;
- Must have the ability to orally convey emergency messages and commands in the English language; and
- Must have the ability to read, comprehend, and the ability to write reports using the English language.
- Assigned personnel should have prior experience in similar security work, be persons of mature judgment and be able to think and act quickly in an emergency.

## Additional Qualifications for Assignment at an Eleanor Slater Hospital Facility

- Must have at least an associate's degree in law enforcement/behavioral health;
- Must have prior military, law enforcement or corrections experience;
- Must have prior healthcare security experience in a psychiatric facility or unit within a hospital and demonstrate the ability to converse with behavioral health patients who demonstrate psychotic and paranoid thinking;
- Must have a working knowledge of hospital operations, policies and procedures as well as working knowledge of general security rules, regulations and policies; and
- Must have the ability to actively contribute with clinical team in making safe and sound decisions in response to emergent psychiatric emergencies and demonstrate the ability to lead staff in safe physical interventions under a variety of circumstances, sometimes under pressure, in accordance with such general security rules, regulations, policies and procedures.

## **Physical Requirements for the Security Guard:**

- The ability to perform physical activities that require considerable use of arms, legs, and moving your whole body, such as climbing, lifting, balancing, walking, running, stooping, and handling of materials; Must demonstrate the ability to restrain combative individuals according to hospital policies both individually and as part of a team approach, must demonstrate proficiency in applying all emergency equipment during psychiatric emergencies.
- Demonstrate the ability to safely defend oneself, staff and patients while physically controlling combative, assaultive, and aggressive behaviors.

## **Additional Scope of Work:**

- Vendors must sign in and out as required by agency.
- No miscellaneous charges, no travel, no mileage, no portal-to-portal, etc.

- State will not automatically pay for a second person, such as an apprentice, etc.
- Any special equipment or situations that will incur costs not already included in the MPA must be approved in advance
- Vendor should bear in mind that overlapping and/or combining of requirements may be necessary to prevent delays and provide for a more responsive workflow.
- Selected vendor(s) must perform national criminal history checks on personnel through fingerprint verification to verify that all personnel are free from felony and misdemeanor convictions, both within and outside of the State of Rhode Island. This background check will be paid by the security company. The state, for any reason, reserves the right to reject individuals performing, or scheduled to perform, security services under this MPA.

## EXCESSIVE TURNOVER:

Excessive turnover of guards will not be tolerated and may be cause for termination of the contract. Turnover of assigned personnel shall not exceed one hundred percent (100%) within a 30 or 90 day periods. Contractor shall provide a list of all personnel assigned at the start of the contract, and shall provide within 48 hours, an updated list specifically identifying the personnel that have been added and personnel that were removed.

## SERVICE CREDIT:

Contractor guarantees that security guards assigned will report on time, fit for duty, in proper uniform, and properly instructed, oriented, and supervised. Contractor guarantees that service requirements will be identified and will receive proper response. Contractor will communicate regularly with Owner. If at any time Contractor fails to provide any service as agreed, Contractor shall issue a "service credit" to the Owner. A "service credit" for each incident of failure shall be a minimum of one (1) complete security guard work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the facility site supervisor, which will be redeemed at the Owner's discretion. Service Credit is to be paid in addition to any deduction for hours not worked.

## DEFAULT BY CONTRACTOR:

Contractor may be considered in default of the contract under any one or more of the following circumstances and Owner may demand a Service Credit for each violation of the Agreement as well as forming a basis for breach and damages.

- Failure of Contractor to provide service within the time frame agreed upon after notification to do so.
- Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions.
- Failure of Contractor to provide an adequate number of personnel more than three times within thirty days.
- Submission of inaccurate or falsified invoices, clock tapes, incident reports or time sheets by Contractor.

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- Involvement in a fraudulent or illegal act against the Owner by an employee of the Contractor, whether or not he or she is considered "on duty" by the Contractor.
- Failure of Contractor to maintain the required insurance policies in full force and effect.
- Failure of Contractor to remove a particular employee from performing on the contract, at the Owner's request.
- Failure of Contractor to fulfill any other obligation contained in the contract award.
- Failure of Contractor to maintain licenses and permits as required any by governmental agency.
- Failure of Owner to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of terms of the contract, shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until Owner calls a formal default and demands remedy.

## **SECTION 4: PROPOSAL**

## A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

- 1. Staff Qualifications Provide a representation of training policies and procedures, describe qualifications and experience of typical guard staff, and describe hiring criteria for personnel filling security positions who will be involved in this project. Please provide turnover rate for personnel filling security guard positions.
- 2. Capability, Capacity, and Qualifications of the Offeror Please provide a detailed description of the Vendor's experience in providing security services, specifically to state or federal agencies. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided. Provide samples of staff training certifications related Basic Security Officer Training, Nonviolent Crisis Prevention (CPI), CPR/AED Certified, Restraint Trained and Security Officer Customer Service (SOCS).
- 3. Work Plan Please describe in detail, the framework for employing, training and retaining highly qualified security guard personnel. Also describe how you will continually monitor performance, provide DCAMM and supported tenant agency(s) with feedback, and take corrective actions when needed.
- 4. **Approach/Methodology** Define the methodology to be used for helping DCAMM ensure state facilities, campus areas and individual properties provide a safe and secure environment for State employees and the public they serve.

## **B.** Cost Proposal

Detailed Budget and Budget Narrative:

- 1. Bid an hourly price; per shift, per guard on the provided bid form.
  - a. Cost proposals will be evaluated as outlined below, with only hourly guard rates for the initial contract period being taken into consideration.

#### **SECTION 5: EVALUATION AND SELECTION**

Proposals shall be reviewed by a technical evaluation committee ("TEC") comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost proposal opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) ("vendor") that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Criteria	Possible Points
Staff Qualifications	20 Points
Capability, Capacity, and Qualifications of the Offeror	<b>30 Points</b>
Work Plan	10 Points
Approach Proposed	10 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Points	100 Points

Proposals shall be reviewed and scored based upon the following criteria:

#### \*Cost Proposal Evaluation:

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

(lowest cost proposal / vendor's cost proposal) x available points

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

#### General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

#### **SECTION 6. QUESTIONS**

Questions concerning this solicitation must be e-mailed to the Division of Purchases at <u>Max.Righter@purchasing.ri.gov</u> no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7598730** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

## SECTION 7. PROPOSAL CONTENTS

- A. Proposals shall include the following:
  - 1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at <u>www.purchasing.ri.gov.</u> Do not include any copies in the Technical or Cost proposals.
  - 2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at <a href="http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf">http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf</a>. Do not include any copies in the Technical or Cost proposals.
  - 3. Technical Proposal describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
    - a. One (1) Electronic copy on a CD-R, marked "Technical Proposal Original".
    - b. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
    - c. Four (4) printed paper copies
  - 4. Cost Proposal A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
    - a. One (1) Electronic copy on a CD-R, marked "Cost Proposal -Original".
    - b. One (1) printed paper copy, marked "Cost Proposal -Original" and signed.

- c. Four (4) printed paper copies
- B. Formatting of proposal response contents should consist of the following:
  - A. Formatting of CD-Rs Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
    - a. Vendor's name
    - b. RFP #
    - c. RFP Title
    - d. Proposal type (e.g., technical proposal or cost proposal)
    - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

- **B.** Formatting of written documents and printed copies:
  - **a.** For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12 point Calibri or 12 point Times New Roman.
  - **b.** All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
  - **c.** The cost proposal shall be typed using the formatting provided on the provided template.
  - **d.** Printed copies are to be only bound with removable binder clips.

## SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked "RFP# 7598730" to:

RI Dept. of Administration Division of Purchases, 2nd floor One Capitol Hill Providence, RI 02908-5855 NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

## SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State's best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State's General Conditions of Purchases can be found at the following URL: <u>https://rules.sos.ri.gov/regulations/part/220-30-00-13</u>.

#### **Contract Terms and Conditions**

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#### **Terms and Conditions**

#### **BID STANDARD TERMS AND CONDITIONS**

#### TERMS AND CONDITIONS FOR THIS BID

#### AWARD

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

#### HOURLY RATE SPECIFICS

BIDDERS ARE ADVISED THE AWARD WILL BE BASED ON EITHER REGULAR, STRAIGHT-TIME HOURLY RATES OR A PERIODIC RATE SUCH AS 500 HOURS, MONTHLY OR ANNUALLY, DEPENDING ON THE SPECIFIC REQUIREMENTS OF A PARTICULAR BID. KEEP IN MIND THAT OVERTIME RATES, DISCOUNTS, AND OTHER MISCELLANEOUS PRICE-RELATED ITEMS ARE REQUIRED FOR INFORMATIONAL PURPOSES ONLY. OVERTIME RATE IS TO BE PAID IN ACCORDANCE WITH THE PROVISIONS OF THE RI DEPARTMENT OF LABOR AND TRAINING, EMPLOYER HANDBOOK. EMPLOYEES ARE TO BE COMPENSATED AT TIME AND ONE-HALF THE APPLICABLE PREVAILING WAGE RATE. OVERTIME RATES EXCEEDING ONE AND ONE HALF TIMES THE REGULAR HOURLY RATES FOR MONDAY THROUGH SATURDAY AND EXCEEDING TWO TIMES THE REGULAR RATE FOR SUNDAYS AND HOLIDAYS MAY BE GROUNDS FOR DISQUALIFICATION OF THE BID.

#### **INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

#### MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

#### PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the

intent of this request. ORDERING (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

Mailing Address for Bid Proposals issued by the State of Rhode Island, Division of Purchases:

All Bid Proposals must be submitted to the following address:

State of Rhode Island Department of Administration Division of Purchases, 2nd Floor One Capitol Hill Providence, RI 02908

#### **RIVIP INFO - BID SUBMISSION REQUIREMENTS**

It is the vendor's responsibility to check and download anyand all addenda from the RIVIP. Thisoffer may not be considered unless a signed RIVIP generated BidderCertification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of theoffer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number,""Solicitation Title," and the "Bid Proposal Submission Deadline" marked in theupper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messengerservice, or personal delivery) to the Division of Purchases and date-stampedreceipted by the date and time specified for the bid proposal submissiondeadline. Bidders should mail bid proposals sufficiently in advance of the bidproposal submission deadline to ensure timely delivery to the Division ofPurchases or, when delivering a bid proposal in person or by messenger, shouldallow additional time for parking and clearance through security checkpoints.Bid proposals must be addressed to:

Rhode Island Department of Administration

Division of Purchases, 2nd Floor

One Capitol Hill, Providence, RI 02908-5855

Bid proposals that are not received by the Division ofPurchases by the bid proposal submission deadline for whatever reason will be determined by the considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at thistime.

At the bid proposal submission deadline, bid proposals willbe opened and read aloud in public.

#### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.