



## **Request for Proposals #274-GoRaleighSECURITY**

**Title:** GoRaleigh Company Police Officer, Armed and Unarmed Security Guard Services

**Issue Date:** Thursday, February 1, 2024

**Due Date:** Thursday, February 29, 2024 by 3:00 EST  
**\*LATE PROPOSALS WILL NOT BE ACCEPTED\***

**Issuing Department:** Transportation Services

**Direct all inquiries concerning this RFP to:**  
David Walker, Transportation Manager  
Email: [David.Walker@raleighnc.gov](mailto:David.Walker@raleighnc.gov)

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# 1 INTRODUCTION

## 1.1 Purpose

The City of Raleigh (City) is soliciting proposals from one or more firms certified to provide company police officer services in the state of North Carolina and licensed to provide armed and unarmed security guard services in the state of North Carolina for the provision of company police officer, armed and unarmed security guard services at GoRaleigh Station. The purpose of such services is to deter potential criminal activity from occurring at the City Transit Facility (defined in the Scope of Services below) and to enforce facility rules by engaging visitors, monitoring CCTV systems, and conducting patrol and guard functions at the City Transit Facility to help support a safe and secure environment. The resulting contract between the City and the selected firm would contemplate the provision of a set number of commissioned company police officers and registered unarmed and armed security guards during finite periods of time at the City Transit Facility which experiences regular, sustained interaction between the general public and City contract employees.

A detailed scope of services is provided in Section 4 of this RFP. Within this RFP, “firm” is synonymous with “proposer” and “security firm,” and shall refer to any company that is both certified in the state of North Carolina to employ commissioned company police officers as well as licensed in the state of North Carolina to employ registered armed and unarmed security guards. “Company police officer ” is synonymous with “special police officer” in this context (as well as with “officer”) and shall refer to any person commissioned as a company police officer in the State of North Carolina in accordance with North Carolina law. “Unarmed security guard” and “armed security guard” are synonymous with “guard” and shall refer to any person registered as an unarmed security guard or armed security guard, respectively with the North Carolina Private Protective Services Board (NCPSPB). Together, company police officers and unarmed and armed security guards may be referred to in this RFP as “security personnel” to the exclusion of any management or corporate staff.

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (EVP) at: <https://evp.nc.gov/solicitations/>

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
David Walker	<a href="mailto:David.Walker@raleighnc.gov">David.Walker@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

## 1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force, and proximity to Research Triangle Park combine to make Raleigh a great place to live.

The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens.

Physical security is the protection of people, property, and physical assets from actions and events that could cause damage or loss. The City's Transportation Department, in partnership with several City stakeholders, has taken great strides over the last few years to enhance the security at GoRaleigh Station. This RFP seeks to promote a safe and welcoming environment for all GoRaleigh employees, and visitors who utilize the GoRaleigh transit system and GoRaleigh Station during times when the facility is open to the public.

### 1.3 **Request for Proposals (RFP) Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	Date and Time
RFP Advertisement Date	Thursday, February 1, 2024
Pre-Proposal Conference	Friday, February 9, 2024
Deadline for Written Questions	Monday, February 12, 2024
City Response to Questions	Wednesday, February 14, 2024
<b>Proposal Due Date and Time</b>	<b>Thursday February 29, 2024 by 3:00 p.m.</b>
Selection Announced (tentative)	Wednesday, March 13, 2024

### 1.4 **Pre-Proposal Conference**

If the City of Raleigh elects to conduct a Pre-Proposal Conference, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance. Pre-Proposal Conference will be held **Friday February 9, 2024 at 10:00 a.m. in conference room 206 located at Raleigh Union Station 510 W Martin Street Raleigh NC 27601.**

### 1.5 **Proposal Questions**

Requests for clarification and questions to this RFP must be received by the City on **Monday February 12, 2024 by 12 Noon** for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all of the City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina Interactive Purchasing

System (IPS). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely only on written material contained in an Addendum to this RFP.

***It is important that all Respondents submitting to this RFP periodically check the North Carolina Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required, signed and returned.***

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
David Walker	<a href="mailto:David.Walker@raleighnc.gov">David.Walker@raleighnc.gov</a>

**Questions submitted via telephone will not be answered.**

#### **1.6 Proposal Submission Requirements and Contact Information**

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

<b><u>DELIVERED BY US POSTAL SERVICE MAIL or in person:</u></b>	<b><u>DELIVERED BY OTHER DEIVERY SERVICES:</u></b>
City of Raleigh  <b>ATTN:</b> David Walker Raleigh Union Station 510 W Martin Street, Lower Mezzanine [2 <sup>nd</sup> floor]  Raleigh, NC 27601 RFP No. 274-GoRaleigh SECURITY	City of Raleigh  <b>ATTN:</b> David Walker Raleigh Union Station 510 W Martin Street, Lower Mezzanine[2 <sup>nd</sup> floor]  Raleigh, NC 27601 RFP No. 274-GoRaleigh SECURITY

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed proposal and;
- C. and two (2) copies of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and

time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason, including, but not limited to, the submittal of exceptions to the RFP with any such proposals, and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

#### **1.7 MWBE Participation Form**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

For compliance with internal City of Raleigh reporting requirements concerning MWBE participation, please complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

#### **1.8 Rights to Submitted Material**

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the City's evaluation team as well as other, applicable City staff and by members of the general public who have submitted public record requests for the proposals. ***It is the responsibility of each prospective proposer to properly designate materials submitted with its proposal that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City.*** In submitting a proposal, each prospective proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the evaluation team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for

Proposals. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

## **1.9 Communications**

All communications of any nature regarding this RFP with any City staff, elected City officials, and evaluation team members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm’s proposal being removed from consideration.

## **1.10 Lobbying**

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official, in connection with obtaining a contract as a result of this RFP.

## **1.11 Conflicts of Interest**

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

#### **1.12 Proposer Expenses**

The City of Raleigh will not be responsible for any expenses incurred by any proposer in the development of a response to this Request for Proposals or any other activities associated with this procurement including, but not limited to, any onsite (or otherwise) supplemental information provided, submitted, or given to the City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement by the recommended proposer even if the awarding authority for each entity has formally accepted a recommendation.

#### **1.13 Proposer Acceptance**

Submission of any proposal indicates a proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal; provided, however, as set forth in Section 1.6 of this RFP, the City of Raleigh reserves the right to reject any proposal for the inclusion of any exceptions to the RFP with such proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.



## 2 PROPOSALS

Responses must follow the format outlined below. The City in its sole discretion may reject as non-responsive any proposal that does not provide complete and/or adequate responses or departs in any substantial way (as determined by the City in its sole discretion) from the required format.

### 2.1 **Request for Proposals Required Document Format**

Responses should be divided using tabs to separate each section, listed sequentially as follows:

#### **Tab 1: Cover Letter**

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone, and email address of the individual who serves as the point of contact for this solicitation.

#### **Tab 2: Corporate Background and Experience**

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects.

Provide a list of all similar contracts performed in the past three (3) years, accompanied by at least five (5) references (contact persons, firm, telephone number and email address). Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Provide an affirmative statement that the firm is both certified and in good standing with the North Carolina Attorney General's Office under N.C.G.S. § 74E and licensed and in good standing with the North Carolina Private Protective Services Board under N.C.G.S. § 74C, and that the firm is currently authorized by North Carolina law to employ company police officers and armed and unarmed security guards.

Provide copies of the initiating documentation of any regulatory (including, but not limited to, any disciplinary action), civil, or criminal action filed against the firm or any of its employees related to the provision of security services. If such action has concluded, provide a copy of the dispositive documentation to include any final judgment of the court or correspondence issued by the regulating agency.

Provide a copy of the firm's following policies. If the firm does not possess one or more of the following policies, please indicate that within this Tab:

- a. Use of force;

- b. De-escalation if not a part of use of force;
- c. Training and certification;
- d. Incident response;
- e. Internet access and usage;
- f. Discrimination and harassment prevention or response;
- g. Body-worn camera;
- h. Evidence retention;
- i. Report writing.

**Tab 3: Financial Information**

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL TRADE SECRET– DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."

**“Recent”** shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

**Consolidated financial statements** of the proposer’s parent or related corporation/business entity shall not be considered, unless: (1) the proposer’s actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the City of Raleigh with a document wherein the parent or related corporation/business entity will be financially responsible for the proposer’s performance of the contract and the consolidated statement demonstrates the parent or related corporation’s/business entity’s financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm’s failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

**Tab 4: Project Understanding, Approach and Schedule**

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Services section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**Tab 5: Team Firm, Experience and Certifications**

This section must include the proposed staffing, deployment, and firm personnel to be assigned to this project. The proposer shall provide information in its proposal about the experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Apart from the executive, managerial, legal, and professional personnel to be assigned to this project, the proposer shall provide to the City in response to this RFP a copy of the commission or certification of each company police officer and the registration of each armed and unarmed security guard proposed to be assigned to the City Transit Facility. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

**Tab 6: Cost**

For this section, please refer to the cost proposal forms in **Appendix I**. The cost proposal forms must be filled out in full using zero-dollar amounts, if not applicable, or if there are no associated costs. Incomplete proposal sheets will not be accepted. Please note that hourly billing rates and markups quoted on proposal forms will be deemed firm and not subject to adjustment or change for the duration of the contract. If you intend to propose an increase in your markup or hourly billing rates at any time during the proposed term of the contract, then you must include separate and complete pricing for each year that you are proposing any such change in the hourly rates.

### **The Cost Proposal shall contain:**

- 1) Company police officer, armed and unarmed security guard service costs per year, for years 1 – 3, as well as for two (2) one-year optional renewal periods for years 4 – 5, to include: costs per hour for company police officers (one of whom per shift is to be the shift supervisor) and armed and unarmed security guards.
- 2) Each proposer is requested to provide “hourly labor rates” cost per occurrence for any additional unforeseen as-needed services that may include the following: (i) after normal business-hours, (ii) holidays, (iii) special events, (iv) emergency response services, and (v) processing arrests, transporting perpetrators to jail/magistrates office, attending court, and associated paperwork.
- 3) Under no circumstances will expenses associated with travel time, mileage, fuel surcharges, vehicle charges, or parking spaces be paid by the City of Raleigh under this contract.
- 4) The successful proposer, at its cost, will be required to equip each of its security personnel providing security services at the GoRaleigh Station facility with the following technology: cell phones or smart phones. GoRaleigh will provide handheld radios connected to authorized City of Raleigh and / or GoRaleigh radio channels.
- 5) **TOTAL COST** – A total not to exceed cost representing the amount for all the known service schedules must be clearly attached as indicated on Appendix I, exclusive of unit costs if those costs are not included in the hourly rate for each security personnel. All prices listed in the Cost Proposal are fixed and will be valid for the 3 - year term of the contract and for the two (2) one-year optional renewal periods constituting years 4 and 5 of the Contract should the City exercise one or more of its two one-year renewal options.

## **2.2 RFP Documents**

This RFP is comprised of the base RFP document, any attachments, and any addenda released by the City before the proposal submittal deadline. All attachments and addenda released for this RFP in advance of the proposal submittal deadline are incorporated herein by reference.

## **3 PROPOSAL EVALUATION**

### **3.1 Proposal Evaluation Criteria**

This is not a bid. There will not be a public opening. The proposals received in response to this RFP will be evaluated by the evaluation team in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in each response and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each evaluation team member shall conduct his or her own independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	20		
Firm Financial Stability	10		
Project Understanding	20		
Project Approach	15		
Team Firm Experience	20		
Proposed Cost	15		
<b>Final Score</b>			

### **Score Points**

0- Missing or Does Not Meet Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

**Cost Formula:** The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

A—the lowest Proposer's cost.

B—the Proposer's cost being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

Note: If the formula results in a negative number (which will occur when the Proposer's cost is more than twice the lowest cost), zero points shall be assigned.

## **3.2 Final Selection**

Proposals will be evaluated according to the criteria and weighted values set forth in Section 3.1.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All proposers will be notified as to whether they have been selected or not selected immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

### **3.3 Notice to Proposers Regarding RFP Terms and Conditions**

It shall be the proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and to comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

### **3.4 Contract Term**

The contract shall have an initial term of three (3) years beginning on the date the contract becomes effective (the "Effective Date"). At the end of the contract's initial term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms, with pricing for the renewal terms to be included in each proposer's Cost Proposal as years 4 and 5. In order to exercise a renewal option, the City must give the security firm written notice of its intent to exercise the option no later than thirty days (30) days before the end of the contract's then-current term.

## **4 SCOPE OF SERVICES**

Proposer will provide a commissioned company police officer (if available) and Proposer will provide registered armed and/or unarmed security guards at the City's GoRaleigh Station, located at 214 S. Blount Street, Raleigh, NC, 27601, to include the block faces surrounding GoRaleigh Station (collectively, the "City Transit Facility"), all according to the staffing levels, including hours of service, as provided in Section 4.9 below. The area of security service at the City Transit Facility is depicted in Section 4.9 below. The objective of the program is for Proposer to establish an actual and noticeable presence of physical security, trained awareness, and GoRaleigh Station rules enforcement through the employment of industry best practices. Section 4.2 of the RFP surveys, but does not limit, the tasks requested of the security firm. The overall methodology proposed by the firm for the provision of security services as described in this RFP will be assessed for its feasibility, responsiveness to this Scope of Services, effectiveness, and thoroughness.

### **4.1 Required License(s) and Training(s)**

Proposer must be certified to provide company police officer services in the state of North Carolina. Proposer must be licensed to provide armed and unarmed security guard services in the state of North Carolina.

Company police officer(s) assigned to the City Transit Facility must be commissioned by the North Carolina Attorney General's Office at all times that they are on duty at the City Transit Facility. Armed and unarmed security guards assigned to the City Transit Facility must be registered with the North Carolina Private Protective Services Board (NCPPSB) at all times that they are on duty at the City Transit Facility. Company police officer(s) assigned to the City Transit Facility must maintain a valid North Carolina driver's license at all times that they are on duty at the City Transit Facility in order to

transport persons during instances of arrest. Security personnel assigned to the City Transit Facility must not: (1) have been terminated or asked to resign from a law enforcement agency for any reason other than the budgetary elimination of their position, (2) have resigned while under investigation by either their employer or any agency with jurisdiction over their commission or certification, or (3) have applied for and been rejected from a sworn law enforcement position with any state or municipal law enforcement agency due to character or background issues including, but not limited to, previous drug use or criminal conduct.

All other required registrations, certifications, and commissions that are required to provide company police officer and armed and/or unarmed security guard services in the state of North Carolina must be maintained by each officer or guard assigned and on duty at the City Transit Facility, and copies of said registrations, certifications, and commissions must be kept and made readily available to the City by Proposer, respectively.

It is strongly recommended that armed and/or unarmed security guards be certified in CPR and the use of an AED. Company police officers must, as part of the contract and/or as necessary to maintain certification or commission, be certified in CPR and the use of an AED at all times that they are assigned and on duty at the City Transit Facility.

On a periodic basis, to include when each company police officer or armed and/or unarmed security guard is initially assigned to the City Transit Facility or when commissions for company police officers and registrations for armed and/or unarmed security guards assigned to the City Transit Facility become due and are renewed, Proposer each shall provide a letter to the City which lists each officer or guard assigned to the City Transit Facility, their respective commission or registration numbers, the date on which the officer or guard was last commissioned or registered, and the next expiration date of each officer's commission or guard's registration. Attached to each letter will be a copy of each commission or registration, as applicable, for each officer or guard listed on the letter. Included in each letter shall be an attestation that none of the security personnel assigned to the City Transit Facility: (1) have been terminated or asked to resign from a law enforcement agency for any reason other than the budgetary elimination of their position, (2) have resigned while under investigation by either their employer or any agency with jurisdiction over their commission or registration, or (3) have applied for and been rejected from a sworn law enforcement position with any state or municipal law enforcement agency due to character or background issues including, but not limited to, previous drug use or criminal conduct.

## **4.2 Security Services**

The private security services contemplated by this RFP include:

Conducting routine and randomized patrols within and immediately around GoRaleigh Station including bus stops located along Blount Street and Wilmington Street in the surrounding block. Company police officers and security guards providing security services at the City Transit Facility shall wear body-worn cameras and will activate them when interacting with the public.

Appropriately and reasonably responding to emergencies or other disturbances that occur at the City Transit Facility within the authority conferred by law to each position and according to specific response policies issued by the City.

In the case of armed and/or unarmed security guards, observing and reporting any unusual or suspicious activities to one of Proposers company police officers on duty at the City Transit Facility, in the event company police officer(s) are providing security services at the City Transit Facility; otherwise, if Proposer is not providing company police officer(s) as part of the security services scope of work for the City Transit Facility, then if armed and/or unarmed security guards observe any unusual or suspicious activities at the City Transit Facility, then they are to report such unusual or suspicious activities to the Raleigh Police Department and appropriate City staff.

Monitoring or reviewing CCTV systems for unusual, suspicious, criminal, or dangerous activities or conditions.

Adhering to City of Raleigh Standard Operating Procedures, program specific procedures, and industry best practices, and proposing more efficient procedures when applicable.

Providing and participating in transition planning from the current security firm to a subsequent security firm during and following the initiation, termination, or expiration of the contract.

Communicating with City staff assigned to administer the contract, as well as assigned personnel from RATP Dev USA, Inc., which manages the City Transit Facility on behalf of the City, including the provision of an activity report containing descriptions of incidents occurring during the previous shift to be provided to the City at the end of each shift; notwithstanding anything herein to the contrary in this bullet point, Proposer shall only provide the City with a copy of the activity report at the end of each shift.

Specifically limited to company police officers only, detain, cite, arrest, and/or transport certain persons observed committing criminal offenses, and prepare for, attend, and testify at any court proceeding necessary to prosecute the criminal offense.

Notwithstanding the foregoing, armed and/or unarmed security guards providing security at the City Transit Facility, in their capacity as private persons, may detain other persons at the City Transit Facility in accordance with, and subject to the limitations provided in, N.C.G.S. § 15A-404, as the same may be amended from time to time. An unarmed or armed security guard, while on duty at the City Transit Facility, who has detained another person at the City Transit Facility pursuant to N.C.G.S. § 15A-404, shall prepare for, attend, and testify at any court proceeding necessary to prosecute the criminal offense when called to testify by the prosecuting district attorney.

Creating, and delivering to City staff within three (3) business days from the occurrence of an incident, separate incident reports specific to each such incident requiring a law enforcement response.



Presenting a quality and professional appearance by wearing Proposer's uniforms (for company police officers and for armed and/or unarmed security guards) and equipment in good condition.

Proposer shall provide company police officer(s) (if available) and Proposer shall provide armed and/or unarmed security guards for the protection of persons and property at the City Transit Facility. The City expects Proposer to provide the staffing levels of each security personnel class (company police officer or armed and/or unarmed security guard) for the hours and at the location described in, the map included in Section 4.9 below. Subject to the amendment procedures of the resulting contract, the City may seek to modify how many company police officer(s) or armed and/or unarmed security guards are assigned to the City Transit Facility based upon demand.

Proposer shall comply with the most recent versions, and any modifications thereto, of all applicable federal and state laws and regulations that apply to the provision of company police officer and armed and/or unarmed security guard services, respectively.

In case of an emergency requiring immediate attention, Proposer's onsite supervisor or the shift supervisor, whichever shall apply, shall act at the direction of or in coordination with (i) City staff assigned to administer the contract, (ii) RATP Dev USA, Inc. staff assigned to work with Proposer and/or Proposer security personnel on security issues, and (iii) the Raleigh Police Department.

Proposer shall furnish only carefully screened, trained, and qualified company police officers, Proposer shall furnish only carefully screened, trained, and qualified armed and/or unarmed security guards, and Proposer shall provide managers of exemplary character who have excellent attendance records. Proposer shall furnish only fully commissioned company police officer(s) (if available), Proposer shall furnish only fully registered armed and/or unarmed security guards, and Proposer shall not furnish security personnel who are in the process of obtaining their respective commissions or registrations.

Proposer shall provide a means by which the City and its representatives may contact members of their management teams on a 24/7 basis. A member of Proposer's management team shall visit the City Transit Facility on a regular basis to ensure that the City's expectations of Proposer's respective performances under the Contract are satisfactory to the City. Proposer's management team shall have the primary responsibility for ensuring that the company police officer services described in this RFP and the resulting contract, and its attachments, are provided to the City in a fully compliant manner. Proposer's management team shall have the primary responsibility for ensuring that the armed and/or unarmed security guard services described in this RFP and the resulting contract, and its attachments, are provided to the City in a fully compliant manner.

Proposer shall be responsible for the supervision of its security personnel assigned to the City Transit Facility.

Proposer shall ensure that its security personnel are properly performing their duties according to the requirements of this RFP and resulting Contract, including, but not

limited to, the periodic management visits described above in this Scope of Services. Proposer shall ensure that its security personnel are properly performing their duties according to the requirements of this RFP and the resulting contract, including, but not limited to, the periodic management visits described above in this Scope of Services.

Proposer shall provide immediate written notice to the City of the denial, revocation, suspension, expiration or any other discipline against the firm's certification as a company police agency and the commissions for company police officers or manager(s) furnished under the contract with the City. Proposer shall provide immediate written notice to the City of the denial, revocation, suspension, expiration, or any other discipline against the firm's licensure to employ armed and unarmed security guards and the registrations for armed and/or unarmed security guards or manager(s) furnished under the contract with the City.

Proposer shall provide to the City copies of all records pertaining to the licensure, commission, certification, training, and experience described in Section 4.1 of this Scope of Services, including, but not limited to, any records received from the North Carolina Attorney General's Office or the North Carolina Criminal Justice Education and Training Standards Commission. Proposer shall provide to the City copies of all records pertaining to the licensure, registration, certification, training, and experience described in Section 4.1 of this Scope of Services, including, but not limited to, any records received from the NCPPSB.

Proposer shall be responsible for coordinating with City personnel to obtain, maintain, and possess access badges that allow access to the City Transit Facility by their personnel assigned to the City Transit Facility.

Proposer is solely responsible for providing all training, commission and registration fees (as applicable), uniforms, and equipment at their own costs for their personnel assigned to the City Transit Facility, unless otherwise provided by the City of Raleigh with respect to technology.

Proposer shall ensure all company police officer(s) and armed and unarmed security guards are familiar with the City Transit Facility. Off-going company police officer(s) or armed and/or unarmed security guards, whichever shall apply, shall provide a brief and log to on-coming officer(s) or guards, whichever shall apply, of the events and incidents that have occurred during their shift, and that are continuing or are anticipated to continue.

Proposer, within the legal authority and factual capabilities of their security personnel, shall attempt to prevent and shall immediately report safety and security risks, damage, pilferage, removal, misuse, larceny, theft, or any other improper or unlawful threats or acts at the City Transit Facility to the Raleigh Police Department and to City staff that is responsible for administering the contract.

Proposer's armed and/or unarmed security guards will endeavor to discover and detect, and in the event Proposer furnishes company police officer(s) at the City Transit Facility, Proposer's company police officer(s) will endeavor to detain and/or arrest, persons attempting to gain unauthorized access to, or persons having unlawfully entered, the

City Transit Facility or secured area(s) within such facility; this includes, but is not limited to, monitoring building intrusion detection systems such as CCTV, conducting patrols, and any other related duties as reasonably determined by the City. Proposer's company police officer(s) will endeavor to detain and/or arrest persons who have committed or who are attempting to commit any felony or violent crime on or within the City Transit Facility. When Proposer company police officer(s) are providing security services at the City Transit Facility, such company police officer(s) will address any noncompliance with the rules applicable to the City Transit Facility in a reasonable manner, from issuing verbal guidance related to the City Transit Facility rules, up to and including the trespassing of persons from the City Transit Facility and detention and arrest of persons who refuse to leave after being trespassed. Except where arrest is otherwise required by federal, state, or local law, the response to any other crime not contemplated above will be within the company police officer's discretion as exercised within federal, state, and local law. In the event company police officer(s) are providing security services at the City Transit Facility, Proposer's assigned company police officer(s) shall be prepared to respond to incidents and effect any detention and arrest contemplated in this paragraph without referring the response, detention, or arrest to the Raleigh Police Department as a matter of course.

Proposer shall require any company police officer who has detained or arrested an individual to alert the appropriate authority as outlined in the City's Standard Operating Procedure.

Proposer personnel assigned to the City Transit Facility will be responsible for continuing to assist the City's business operations in the event the Continuity of Operations Plan is activated by the City.

#### **4.3 Use of Force**

If possible, Proposer personnel will avoid the use of force in the performance of their duties under the contract. Unless rendered impossible or unsafe by the circumstances, de-escalation techniques should always be employed prior to using force. If force is deemed necessary to deter criminal activity, mitigate an incident, and/or neutralize or stop a threat to the life or safety of persons in or on a City facility, consideration should be made as to the level of force that can or cannot be used. Any force employed must be appropriate under state and federal law, proportionate to the threat presented to the company police officer or armed and/or unarmed security guard, and pursuant to City and Proposer policy.

Under no circumstances will the contract confer upon a company police officer or armed and/or unarmed security guard any additional authority to detain, arrest, or use force against any person that the officer or guard does not already possess under the law by virtue of their status as a commissioned company police officer or registered armed and/or unarmed security guard. Only commissioned company police officers will have the authority under the contract, subject to applicable state and federal law, to arrest, transport, and charge any person with a crime. As required by Section 2.1, Tab 2 of this RFP, the Proposer shall provide the Use of Force policy that will apply to both the provision of company police officer services and security guard services under the contract if so awarded.

#### **4.4 Weapons**

Proposer shall provide, or ensure the provision of, operable and appropriate firearms and other less lethal weapons to the company police officers and armed security guards assigned to the City Transit Facility. The unarmed security guards assigned to the City Transit Facility shall not possess a firearm. No weapons shall be stored on City of Raleigh property. The Raleigh Police Department first must approve the manufacturer and type of any firearms, ammunition, holsters, and less lethal weapons provided to and to be used by company police officers and armed security guards assigned to the City Transit Facility. Proposer shall be prepared to provide a list of the manufacturer and type of each firearm, ammunition, holster, and less lethal weapon provided to and to be used by security personnel assigned to the City Transit Facility for approval by the Raleigh Police Department.

#### **4.5 Uniforms**

The City requires a high level of continuity of Proposer's security personnel and administrative representatives. In accordance with the Company Police Act and the Private Protective Services Act, and the regulations that have been adopted in the state of North Carolina with respect to the provision of company police officer and private security guard services in the state, respectively, Proposer each shall ensure that all security personnel assigned to the City Transit Facility are presented and dressed in full uniform in a dedicated capacity at all determined City posts and stations.

All company police officer(s) and armed and/or unarmed security guards shall be clothed in uniform and ready to begin work promptly at the start of their shift and remain on the job and in full uniform until the end of their full shift.

No camouflage or para-military attire shall be permitted.

#### **4.6 Employees Removal**

The City reserves the right to remove any or all of the Proposer's personnel from the City Transit Facility without cause. Proposer's staff, including, but not limited to, company police officer(s), are prohibited from using personal radios, television sets, reading material, personal cell phones, or other items of distraction while on duty.

Proposer shall not permit any of their personnel to return to the City Transit Facility once that personnel has been removed from the facility, unless prior written approval is given by City staff that is responsible for administering the contract.

The City reserves the right to obtain security services from other security firms certified in the state of North Carolina to provide company police officer services or licensed in the state of North Carolina to provide armed and unarmed security guard services for any event in which Proposer is unable to provide security services for any reason.

#### **4.7 Parking and Vehicle Surcharges**

Under no circumstances will expenses associated with travel time, mileage, fuel surcharges, vehicle charges, or parking spaces be paid by the City of Raleigh under this contract. Provided, however, no more than five (5) total unreserved parking spaces will be provided to Proposer personnel at any given time in the adjoining Moore Square Parking Deck for personnel who will be providing security services at the City Transit Facility. The City shall reimburse Proposer and/or Proposer monthly for such parking expenses at the Moore Square Parking Deck for Proposer and/or Proposer personnel providing security services at the adjoining City Transit Facility with such reimbursement to be supported by documentation evidencing payment for such parking.

#### **4.8 Recordkeeping and Documentation**

Records and/or reports (e.g., incidents, detainments, and arrests) by Proposer are and shall remain the property of the City of Raleigh.

Reports are to be provided only to the City except as otherwise may be required by law, including all activity reports and incident reports described in Section 4.2, above.

Upon the termination or expiration of the contract, all original records and reports shall be delivered to the City within 15 business days of such termination or expiration.

Proposer is permitted to retain copies of such surrendered records and reports.

Proposer will provide copies of any documents pertaining to the performance of services under the contract, as may be reasonably requested by the City, within three (3) business days of receiving such a request.

Proposer shall be prepared to provide copies of any body-worn camera footage to the Raleigh Police Department upon request for law enforcement purposes and shall not object to the release of any body-worn camera footage in its/their custody if the City moves for its release before a court of competent jurisdiction pursuant to state law. As required by Section 2.1, Tab 2 of this RFP, Proposer shall provide the Body-Worn Camera policy that will apply to both the provision of company police services and security guard services under the contract if so awarded.

#### **4.9 Location and Hours of Operation**

The selected firm shall, at a minimum, shall provide 40 hours of security services as defined in the table below. Proposers should complete Appendix I to allow the City of Raleigh to add additional services as conditions arise. The selected firm will be provided appropriate advance notice for any variations from the daily hours listed below.

<b>Service Type</b>	<b>Hours Per Day</b>
Unarmed Security Guard	Variable
Armed Security Guard	40
Company Police Officer	Variable

### **Description of 40 hours daily**

**Shift 1: 4 AM to 2 PM** Armed Security Guard [1] 10 hours, Armed Security Guard [2] 10 hours = 20 on first shift

**Shift 2: 2 PM to Midnight** Armed Security Guard [1] 10 hours, Armed Security Guard [2] 10 hours = 20 on second shift

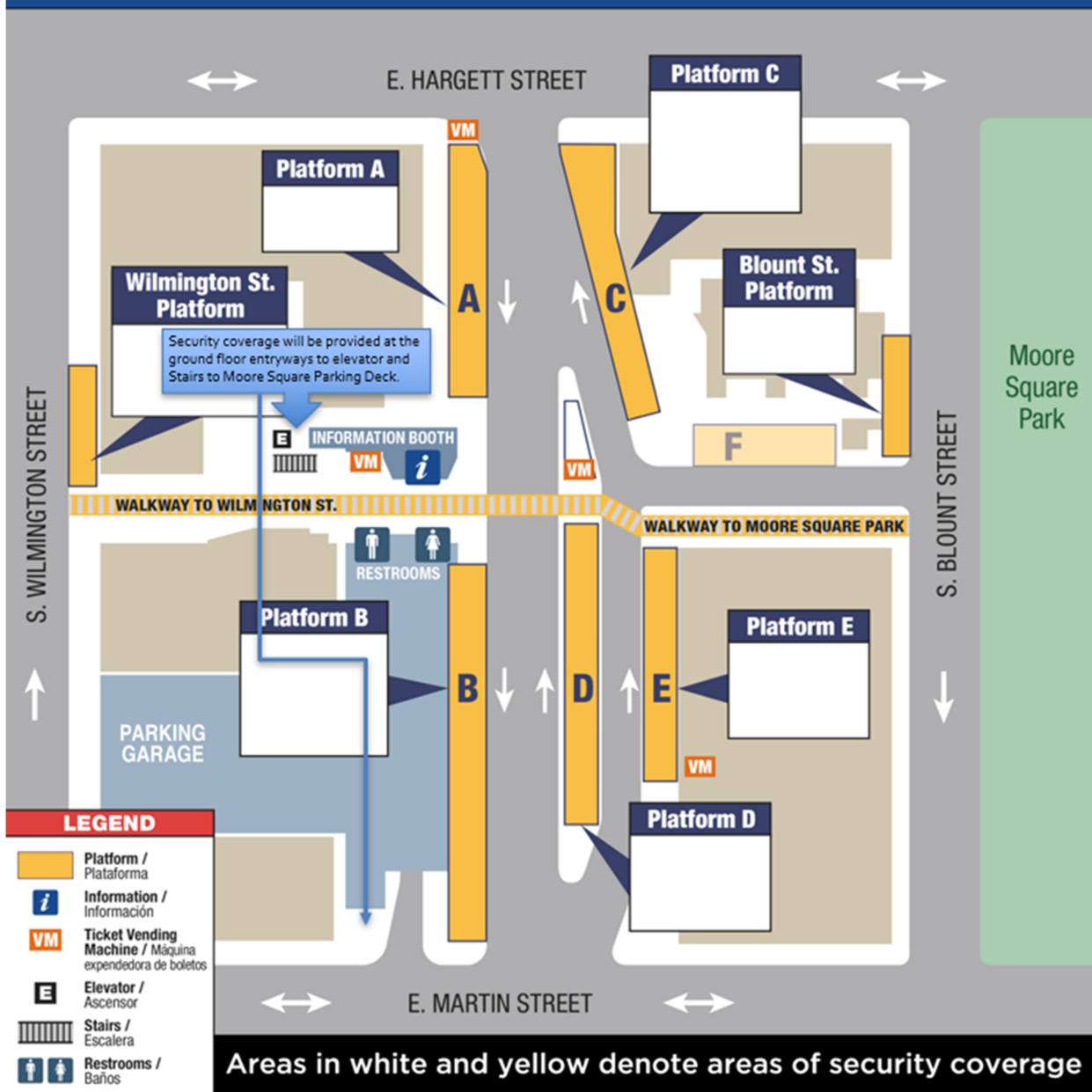
Total daily hours are 40.

It is acknowledged that if the hours of service or type of service hours varies from the description of the 40 hours daily shown above the cost will vary and such changes shall be requested and documented in writing by the City of Raleigh and acknowledged in writing by the awarded Proposer.

Additional hours may be necessary on an as-needed basis, both during business hours and after business hours, for unknown or unplanned events, emergencies and/or special events.

The area of security coverage map is provided on the map below.

# GoRaleigh Station Security



## **APPENDIX I**

### **PROPOSAL COST FORM**

The awarded security firm shall perform the services to be performed as set forth in this RFP and more particularly described in Section 4, "Scope of Services", above, for a not to exceed amount for 40 hours of Armed Security Guard services daily for a total amount per day in Year 1 of:

\$\_\_\_\_\_.

Proposer shall attach a proposal cost breakdown to this Appendix I Proposal Cost Form showing the daily cost for the 40 hours of service defined for years 1 through 3 and for option years 4 and 5. Any variations in cost per hour due to holidays or other special circumstances shall be defined and priced in the cost proposal breakdown provided.

---

Firm Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title of Signer: \_\_\_\_\_



## **APPENDIX I**

### **RFP 274-GoRaleigh SECURITY – City of Raleigh Company Police Officer, Armed and Unarmed Security Guard Services Cost Form (Hourly Labor Costs)**

<b>Service Type</b>	<b>Hourly Cost Year 1</b>	<b>Hourly Cost Year 2</b>	<b>Hourly Cost Year 3</b>	<b>Hourly Cost Year 4</b>	<b>Hourly Cost Year 5</b>
Unarmed Security Guard		\$	\$	\$	\$
Armed Security Guard		\$	\$	\$	\$
Company Police Officer		\$	\$	\$	\$
Processing arrests, attending court, and associated paperwork		\$	\$	\$	\$

## APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:		Fax:	E-Mail:
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:		DUNS #	
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work?			
YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:		Fax:	E-Mail:
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. <b>PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.</b>			
1.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
2.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
3.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
4.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
5.	Company:		
	Contact Person:	Title:	
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

## **APPENDIX III**

### **REFERENCE QUESTIONNAIRE (Instructions)**

#### ***RFP No. 274-GoRaleighSECURITY City of Raleigh Security Officer Services***

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by **David Walker** the City of Raleigh point of contact by the date indicated on the reference form.

## **APPENDIX III**

### **REFERENCE QUESTIONNAIRE FORM**

***RFP No. 274-GoRaleigh-SECURITY  
City of Raleigh Security Officer Services***

\_\_\_\_\_  
**(Name of Business Requesting Reference)**

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **David Walker**, via email to [David.walker@raleighnc.gov](mailto:David.walker@raleighnc.gov) no later than **12:00 p.m. EST, Friday, March 17, 2023** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

**Company Providing Reference**

**Contact Name and Title/Position**

**Contact Telephone Number**

**Contact Email Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How would you rate this company's knowledge and expertise?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?  
☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

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5. How would you rate the dynamics/interaction between the company and your staff?  
☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

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6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

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7. With which aspect(s) of this company's services are you most satisfied?

Comments:

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8. With which aspect(s) of this company's services are you least satisfied?

Comments:

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9. Would you recommend this company's services to your organization again?

Comments:

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## APPENDIX IV

### MWBE PARTICIPATION FORM IDENTIFICATION OF MWBE PARTICIPATION FOR FORMAL CONTRACTS

*Contract amount is ≥ (greater than or equal to) \$300,000.00*

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Formal City Contracts. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

<b>COMPANY NAME</b>			
<b>PROJECT NAME</b>			
<b>PROJECT NUMBER</b>		<b>CITY DEPARTMENT</b>	
<b>CONTRACT TYPE</b>	<input type="checkbox"/> Services <input type="checkbox"/> Other _____ *		
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	<b>RFP SUBMITTAL DATE</b>	

MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

☐ **WORK TO BE SELF-PERFORMED**

Check this box only if you intend to perform 100% of the work for this Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work for this Contract with your own current work forces.

#### MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use for this Contract regardless of dollar amount.

Company Name	MWBE Classification*	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

\*MWBE Classifications:

American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**Total Estimated MWBE Utilization\***

\$ \_\_\_\_\_

**Total Proposal Amount\***

\$ \_\_\_\_\_

**Percent Estimated MWBE Utilization\***

\_\_\_\_\_ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

## **APPENDIX V**

### **CONTRACT STANDARD TERMS AND CONDITIONS**

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. **Compensation; Time of Payment**

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to ([accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov)) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. **Workmanship and Quality of Services**

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. **Non-discrimination**

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, and employees agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. **Minority and Women Owned Business Enterprise**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

5. Assignment

This Contract may not be assigned without the express written consent of the City.

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and the proper, sole, and exclusive venue for any civil action arising out of or in any way related to this Agreement shall be the federal or state courts sitting in Wake County, North Carolina.

7. Insurance

Security Firm agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Security Firm is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Security Firm under this Contract.

**Commercial General Liability** – Combined single limit of no less than \$10,000,000 each occurrence and \$10,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Security Firm does not own automobiles, Security Firm agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City site.

**Worker's Compensation & Employers Liability** – Security Firm agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

**Additional Insured** – Security Firm agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

**Certificate of Insurance** – Security Firm agrees to provide the City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Security Firm's insurer. If Security Firm receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Security Firm agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice,



or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590**

**Umbrella or Excess Liability** – Security Firm may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Security Firm agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

8. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Security Firm shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses, including, but not limited to, any claims involving bodily injury, death, personal injury, or property damage, accruing or resulting to any person, firm, or corporation arising out of, or resulting from, the Security Firm’s performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Security Firm shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Security Firm under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Security Firm.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Security Firm's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Security Firm's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event, governmental orders related to a public health condition, or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

11. Advertising

The Security Firm shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAU1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws. Security Firm acknowledges and understands that the City is not conferring any license to Security Firm under this Contract to use or depict the Tree Logo or other aspects of the City Brand. Security Firm shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Security Firm for the City under this Contract contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Security Firm shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Security Firm. In addition, if Security Firm shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Security Firm and termination will be effective upon receipt. Security Firm shall cease performance immediately upon receipt of such notice.

In the event of early termination, Security Firm shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to the Security Firm under this section exceed the total amount due Security Firm under this Contract. The Security Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Security Firm for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

14. Laws/Safety Standards

The Security Firm shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Security Firm shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Security Firm must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Security Firm shall comply with all applicable occupational health and safety and environmental rules and regulations.

Security Firm shall effectively manage its safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Security Firm managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

15. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Security Firm are subject to the public records laws of the State of North Carolina and it is the responsibility of the Security Firm to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Security Firm understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

16. Miscellaneous

The Security Firm shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Security Firm shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Security Firm represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

17. Right to Audit and Access to Records

a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.

b. The Security Firm and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation

to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Security Firm shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Security Firm shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Security Firm shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

18. E – Verify

Security Firm shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with N.C.G.S. § 64-25 et seq

19. Iran Divestment Act Certification

Security Firm certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq*.

20. Companies Boycotting Israel Divestment Act Certification

Security Firm certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

## **APPENDIX VI**

### **EXCEPTIONS TO THE RFP**

**CHECK ONE:**

- ☐ NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- ☐ EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

**FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.**

Firm:	Authorized Signature:	Title:
Printed Name of Signer:		Date: