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**REQUEST FOR PROPOSAL**

**FOR**

**Security Guard Services**

1. **RVTD Front Street Station- 200/220 S Front Street, Medford OR**
2. **RVTD Facilities Maintenance-229 S Front Street, Medford OR**
3. **RVTD Downtown Administrative Building-130E 8th St, Medford OR**
4. **Northwest corner of Medford parking lot # 4, RVTD Public Restrooms**

**SOLICITATION NO. 2024-RFP-NB Security Guard Services**

**PROPOSAL DUE**

**May 17th, 2024 at 2pm**

**ISSUED FOR SOLICITATION**

**April 16, 2024**

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**NOTICE TO CONTRACTORS**

**NOTICE IS GIVEN** that Rogue Valley Transportation District “RVTD” is requesting sealed proposals for Security Guard Services from fully qualified firms, licensed by the State of Oregon. All proposals shall be submitted in response to the conditions of this Request For Proposals for “Security Guard Services (hereinafter referred to as RFP),” dated April 16th, 2024, being on file in the office of RVTD located as 3200 Crater Lake Ave, Medford, Oregon, 97504.

The term of the resulting contract will be for a five-year (5) period with two (2) two-year option terms, exercised at RVTD’s sole discretion.

Proposals must be contained in a sealed envelope and appropriately labeled as described in the Section entitled Schedule & Submittal instructions. Proposals must be received at the office of RVTD, at or before 2:00 p.m. PST on May 17th, 2024.

Proposals received after 2:00 p.m. PST on May 17th, 2024, may be returned unopened.

1. **Obtaining Documents**

Proposal documents may be obtained in person at the RVTD office located at 3200 Crater Lake Ave., Medford, OR 97504, or electronically at:

[RFP – Rogue Valley Transportation District (rvtd.org)](https://rvtd.org/about/rfp/)

1. **Vendor Registration Form**

Proposers and their subconsultants must complete the Vendor Registration Form (Page 19) and email to nblack@rvtd.org for vendor registration and to be notified of any future changes to this RFP.

1. **Addenda Request Form**

Proposers must acknowledge receipt of any Addenda and return form with RFP proposal.

1. **Validity of Proposals**

Proposals and subsequent offers shall be valid for a period of not less than One-Hundred Twenty (120) days after the proposal deadline.

1. **Pre-Proposal Conference**

A pre-proposal conference will be held on Thursday May 2nd, 2024, at 10:00 a.m. PST at our Front Street Station located at 200 S. Front Street, Medford, OR 97501. Pre-proposal check in will take place on the South side of the property adjacent to 10th Street.

1. **Proposal Inquiries and Contacts**

Inquiries may be submitted via personal delivery or by mail. Proposal inquiries submitted by personal delivery shall be deemed received at the date and time of delivery. RVTD is under no obligation to consider any proposal inquiries that are not submitted as provided herein.

More information, and all communications regarding this Request for Proposal, including those seeking clarification of the RFP documents, must be submitted in writing (email preferred), and directed to:

Nick Black @ nblack@rvtd.org.

1. **Equal Employment Opportunity and DBE Requirements**

It is RVTD’s policy to ensure that Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability, or other protected class in the performance of RVTD contracts.

Although there is no specific goal or requirement to include Disadvantaged Business Enterprises (DBE) for this project, RVTD highly encourages the participation of Disadvantaged Business Enterprises (DBE). RVTD encourages all prime Contractors to utilize qualified SBE (Small Business Enterprise) sub-Contractors on RVTD projects and promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available, and the price of the goods or services sought is reasonable.

**SECTION 1. GENERAL INFORMATION**

* 1. **Introduction**

RVTD is issuing this Request for Proposal (RFP) to select a Contractor using Best Value Procurement Guidelines for Security Guard Services. The goal of this solicitation is to enter into a Contract with the firm that will be able to best meet RVTDs’ needs.

RVTD has prepared a Scope of Services (see Section 7) that defines the scope, performance standards, term, compensation mechanism, insurance requirements, and other contractual issues.

Proposers shall provide a clear, concise explanation of the proposer’s capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to, information relating to the contractor’s capability, experience, financial resources, management structure and key personnel, and other information as specified in Section Five (5) or otherwise required on this RFP.

Rogue Valley Transportation District is referred to as “RVTD”. Proposers are referred to as the “PROPOSER” or “Proposer” or “BIDDER” or “Bidder” or “CONTRACTOR”, “Contractor”.

* 1. **Organization of the RFP**

The RFP is organized into seven (7) sections.

Section 1 consists of information regarding the introduction and purpose, RFP organization, RVTDs’ rights, PROPOSER responsibilities, contact restrictions, consequences of proposal submission, and cost of submitting proposals.

Section 2 Contains background information, including relevant projects and other related information.

Section 3 Identifies the procurement schedule and proposal submittal instructions.

Section 4 Provides instructions on the required content of the proposals.

Section 5 Described the evaluation and selection process and criteria.

Section 6 Identifies the protective procedures.

Section 7 Describes the type of services RVTD is requesting to be performed.

The exhibits contain additional information required for proposal preparation including the Required Federal Clauses, Required Forms, and Price Proposal Form.

* 1. **RVTD Rights**

RVTD rights include, but are not limited to, the following:

* Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
* Executing a Contract with a PROPOSER on the basis of the original written proposal (without conducting interviews) and/or any other information submitted by the PROPOSER during the procurement process.
* Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of RVTD.
* Issuing addenda to the RFP, including extending or revising the timeline for submittals.

 Withdrawing, reissuing or modifying the RFP.

* Proposals shall be evaluated on a “Best Value” basis. This solicitation will utilize the Federal Transit Administration’s (FTA) Best Practices Manual’s definition of “Best Value” as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitive considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantages and of the greatest value to the procuring agency.

* RVTD may, but is not bound to, commence negotiations with selected PROPOSERS deemed by RVTD to be within the “competitive range”. The “competitive range” will consist of those proposals which have a reasonable chance, following committee evaluation of proposals in accordance with the published RFP evaluation criteria, of being selected for award. The competitive range may be selected and refined by the selection committee at any time following initial review of the written proposals.
* RVTD reserves the right to audio and video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERs and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the notice of intent to award is issued and an executed contract is received, with the exception of open public meetings.
	1. **PROPOSER’s Responsibilities**

It is the responsibility of each PROPOSER to:

* Complete and return Vendor Registration.
* Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
* Consider all federal, state, and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations that may affect costs, permitting, progress, performance or services.
* Clarify, with RVTD, any conflicts, errors, or discrepancies in this RFP prior to the Proposer Questions/Clarifications submission deadline as provided in the RFP Schedule.
* Agree not to collaborate or discuss with other PROPOSERs the content of the proposal or service fees proposed.
* Examine the RFP, including all exhibits thoroughly.
* Prior to submitting a proposal, each PROPOSER will, at their own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.
* Each PROPOSER shall use mail, email or other delivery method or mechanism at its own risk, and RVTD shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.
	1. **Consequence of Submission of Proposal**

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has reviewed all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP the such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and RVTD. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

* RVTD shall not be obligated to respond to any proposal submitted nor be found in any manner by the submission of a proposal.
* Acceptance of a proposal by RVTD obligates the PROPOSER to enter into a Contract with RVTD for the performance of the services chosen by RVTD at its sole discretion.
* The Contract shall not be binding or valid against RVTD unless and until it is executed by RVTD and the selected PROPOSER, and any required bonding, insurance, or other surety guarantee has been accepted by RVTD.
* The proposals received shall become the exclusive property of RVTD. At such time as a Notice of Intent to Award is issued, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public record, with the exception of those elements in each proposal which are trade secrets and which are also marked as “TRADE SECRET”, “CONFIDENTIAL” or “PROPRIETARY”. Every page of the proposal containing such information shall be clearly marked as such on the top of each page containing information corresponding to the designation. However, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure with justification may be found technically unacceptable. RVTD shall not in any way be liable or responsible to any PROPOSER or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of RVTD or its officers, agents or employees.
	1. **Cost of Submitting Proposals**

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to RVTD. RVTD will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating a Contract with RVTD.

**SECTION 2. BACKGROUND**

This section includes background information relevant to the scope of services. Please note that the data provided is for informational purposes only. RVTD does not certify the accuracy of the information provided. PROPOSER should not rely on this section for developing proposals and service costs.

**2.1 Agency Description**

Rogue Valley Transportation District has been in operation since 1975 and currently operates fifteen transit routes serving seven cities six days a week. The District’s average ridership is 89,000 passengers monthly.

**2.2 Project Description**

RVTD is seeking competitive proposals from qualified firms, licensed by the State of Oregon, to provide armed, fixed post coverage Security Guard Services for its Transit property located in downtown Medford at 200 S. Front Street. RVTD is looking for guards that are trained in de-escalation methods, mental health and first aid training. Security guard security services shall include armed security guards providing roving security patrols, vehicle protection, monitoring security systems, receiving and recording security incident reports and carrying out security tasks as required by post-specific post orders. Locations included within this scope of work to include.

1. RVTD Front Street Station- 200/220 S Front Street, Medford OR
2. RVTD Facilities Maintenance-229 S Front Street, Medford OR
3. RVTD Downtown Administrative Building-130E 8th St, Medford OR
4. Northwest corner of Medford parking lot # 4, RVTD Public Restrooms

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The resulting contract will be for a five (5) year term with two (2) two-year option terms, exercised at the sole discretion of RVTD.

**SECTION 3. SCHEDULE & SUBMITTAL INSTRUCTIONS**

**3.1 Schedule**

RVTD will attempt to adhere to the following schedule. This schedule may change due to unforeseen circumstances and at the sole discretion of RVTD. Changes will be conveyed to proposers at the earliest opportunity possible through a written agenda.

|  |  |
| --- | --- |
| Activity | Date |
| Request for Proposal Release Date | April 16th, 2024 |
| Pre-Proposal Conference | May 2nd, 2024, @ 10:00 a.m. |
| Deadline for written Clarification/Questions | May 6th, 2024, @ 2:00 p.m. |
| Response to Clarification/Questions | May 9th, 2024, @ 2:00 p.m. |
| Proposals Due from Offerors | May 17th, 2024 @ 2:00 p.m. |
| Proposal Reviews, Scoring | May 23rd, 2024 |
| Interviews & Negotiations (If required) | May 28th through 30th  |
| Projected Notification of Intent to Award Date | June 10th 2024 |
| Projected Contract Start Date | July 1st 2024. |

**All dates following proposal submission date are estimated and are subject to change.**

**3.2 Proposal Submission Requirements**

Sealed proposals must be received by RVTD, in accordance with the Notice to Contractors and the RFP Schedule listed in Section 3.1. If not previously delivered by mail, proposals may be hand-delivered to the RVTD Administrative office at address below, on the due date and time listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Proposals shall be in sealed packets labeled “2024-RFP-NB Security Guard Services” to:

Nick Black

3200 Crater Lake Ave.

Medford, OR 97504

541-608-2417

Proposals shall be limited to 25 pages unless otherwise specified in the Solicitation. This 25-page limitation does not include RVTD Forms and Certifications, resumes and price proposal. Standard marketing materials and brochures are also not included as part of the page limitation and are discouraged.

* Technical Proposal

Three (3) hard copies of the proposal and one (1) electronic PDF copy on a USB flash drive must be received by RVTD by the RFP Proposal date and time listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Technical proposals must be in a sealed envelope and marked “Technical Proposal for “2024-RFP-NB Security Guard Services”. Proposals received after the specified date and time provided in the Notice of Contractors shall be considered late and may not be considered for award.

* Price Proposal

Three (3) hard copies of the proposal and one (1) electronic PDF copy on a USB flash drive must be received by RVTD by the RFP Proposal due date and time listed in the Notice to Contractors and the RFP Schedule listed in Section 3.1. Price Proposals must be in a ***separate*** sealed envelope and labeled “Price Proposal for 2024-RFP-NB Security Guard Services”. Proposals received after the specified date and time provided in the Notice to Contractors shall be considered late and may not be considered for award.

**3.3 Proposal Content Requirements**

All proposals must include the following in the following order:

1. **Cover Letter** that provides the following information:
2. Name, address, and telephone, email and fax number of PROPOSER and key contact person.
3. Description of type of business organization (e.g., corporation, partnership, limited liability company, including joint venture teams and subcontractors) submitting proposal.
4. Name of entity that would sign a Contract if one is negotiated for this project.
5. A written statement warranting that the requirements of the project as described in this RFP, its exhibits and all addenda, by listing all addenda and dates received hereto, have been reviewed and the PROPOSER has conducted all necessary due diligence to confirm material facts upon which the proposal is based.
6. A written statement acknowledging validity of the proposal contents, costs, and services fees for a period of 120 days after the submission deadline.
7. An officer or agent of the PROPOSER who is duly authorized to bind the company to the proposal must sign the cover letter.
8. **Executive Summary** (not to exceed 2 pages) that highlights the major elements of PROPOSER’S qualifications and proposal. All information should be provided in a concise manner.
9. **Responses to all required elements in Section 4.** The proposal responses shall be organized in identifiable sections as outlined in Section 4 of this RFP, so that all requested information can be readily found.
10. **Completion and inclusion of all required forms (as listed in Exhibit A).** All PROPOSERS must complete, sign and include all required forms in their proposal. Any proposal that does not contain the required forms may be deemed non-responsive.
11. **Price Proposal (Submitted in Separate Sealed Envelope).** All PROPOSERS must complete, sign and include the Price Proposal Forms provided in Exhibit B. Proposals that do not use this form may be deemed non-responsive.
12. **All pages** of the proposal must be numbered for reference.

RVTD may waive any immaterial technical variations in its sole discretion.

**3.4 Pre-Proposal Conference**

A pre-proposal conference (if appearing in the Notice of Contractors and RFP Schedule) will be held at the time and place indicated in the Notice to Contractors. Questions received in writing, as well as any other questions brought up at the conference, will be answered, to the extent possible, at that time.

Any changes, interpretations, or clarifications considered necessary by RVTD in response to PROPOSER’s written questions will be posted online at the above website address as addenda. Only answers issued in writing will be binding on RVTD. Oral and other interpretations or clarifications including those provided at the pre-proposal conference will be without legal effect.

**3.5 Written Questions**

PROPOSERS may submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process, and appendices. Written questions and requests for clarification must be received no later than 2:00 p.m. on the date listed in the RFP Schedule.

The preference for method of submission of written questions is via email to the following RVTD staff:

Nick Black

Maintenance Manager

nblack@rvtd.org

RVTD will not respond to questions received after the time and date listed in the RFP Schedule. Due consideration will be given to the time it may take to respond to RVTD’s final responses to questions. All written questions and answers between RVTD and PROPOSERS, including changes, interpretations, or clarifications necessary by RVTD will be documented and posted online as addenda at the website address provided in Section 3.4 above.

Only answers issued in writing and/or posted on the RVTD website by RVTD will be binding on RVTD. Oral and other interpretations or clarifications, including those provided at the pre-proposal conference will be without legal effect.

**3.6 Proposal Clarification/Interviews**

RVTD reserves the right to base its decision solely on the written proposals without performing interviews. PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSERS shall be prepared to attend an interview with the Evaluation Committee, ***only if one is required***. The PROPOSER’s selected team or individual must be available to answer questions at the interview and may be questioned individually.

RVTD reserves the right to audio and/or video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process.

The interview, only if interviews are required, will occur in accordance with the RFP Schedule. The PROPOSER will be advised of the specific time and place. PROPOSER will be provided information, with regard, to specific accommodations that will be made when they are provided the specific place and time of interviews. ***Submission of a proposal does not guarantee the Proposer an interview.***

**3.7 Accuracy in Reporting Requested Information**

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will, at the sole discretion of RVTD, be grounds for removal of a proposal from further consideration. Should a PROPOSER be awarded a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by RVTD will be, at RVTD sole discretion, grounds for default.

**SECTION 4. PROPOSAL REQUIREMENTS**

**4.1 Performance Requirement**

The successful PROPOSER (hereafter “CONTRACTOR”) will be required, at all times during the terms of the Contract, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor and supervision, as required under the Contract. Any proposal submitted must be for the entire scope of services. The CONTRACTOR shall conduct all work in the CONTRACTOR’s own name and as an independent contractor, and not in the name of, or as an agent for RVTD.

**4.2 Content of Technical Proposals**

The following items must be included in the PROPOSER’s technical proposal for it to be considered complete and responsive.

1. **Executive Summary**
2. **Documentation of Qualifications, Related Experience, and Past Performance**

This section of the proposal should demonstrate the ability of the Contractor to satisfactorily perform the required work by way of its demonstrated competence and experience in the services to be provided; the nature and relevance of similar work currently being performed or recently completed within the past five (5) years; competitive advantages over other firms in the same industry; strength and financial stability.

Provide resumes of qualifications describing the background and experience of each member of the proposed project team. Include a summary of the licenses and experience of each individual and the services to be provided by each individual.

PROPOSER shall include two organizational charts. The first chart illustrates the firm’s staffing structure, including duties/titles and the second chart illustrating the names, reporting structure, brief job description, and number of years with PROPOSER’s firm for each of the proposed project team. If the scope of work or services is limited to work that does not require a team, then the charts are not required.

1. **Client References**

Provide a client reference list of no less than three (3) government clients for which the PROPOSER provides or has provided similar services as those requested by RVTD. Client references shall be current (where PROPOSER is currently providing services to the client) or recent (where within the past five calendar years PROPOSER has provided services to the client). The Client reference contact information shall include name of agency, contact person, telephone number and a valid email.

1. **Personnel Recruitment, Retention, and Training**

This section of the proposal should describe in detail how new and replacement personnel are recruited, hired, and trained. Include your firm’s hiring and training procedures, programs, and plan that will be required for all employees and the method by which adherence will be ensured (e.g. interviewing, drug testing, background checks and reference checks). RVTD retains under its agreement the successful Contractor the right of approval of all persons performing work under this Agreement.

1. **Technical Approach and Work Plan to Providing Services**

Describe your firm’s approach, capacity, and management philosophy towards providing the scope of services described in the RFP. Describe the security services and the components of security service your firm proposes to provide to RVTD.

This section should establish the CONTRACTOR’s understanding of RVTD objective and requirements, ability to meet the objectives, and provide a concise work plan for how this will be accomplished. Include detail of how security guard personnel is used to diffuse potential volatile situations. Use of technology and equipment in providing security services. Proposed staffing by site and assignment of work within the project team. Ability to meet RVTD proposed start date, schedule hours, and days of service.

The descriptions should demonstrate your firm’s and your team’s experience relevant to the scope, cost, conditions and delivery method of the work or projects listed in this RFP.

1. **Implementation Plan**

The PROPOSER shall include an Implementation Plan. This plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth start-up of the project. The plan should also document training schedules, start-up plan, and acquisitions of necessary personnel, equipment, permits, licenses and any other activities necessary to start and complete the work outlined in the scope of services.

1. **Certifications, Forms and Declarations (Appendix B)**

PROPOSER shall sign and complete the following forms:

1. Certification Regarding Debarment, Suspension, and other Responsibility Matters
2. List of Subcontractors
3. DBE
4. Certificate Regarding Lobby (if over $100,000)

**4.3 Content of Price Proposal**

The following items must be included in the PROPOSER’s price proposal for it to be considered complete and responsive.

1. **Price Proposal**

PROPOSER shall provide Price proposals which shall include proposed amounts for the project as described. PROPOSER shall also provide the hourly rate charged as requested for in the price proposal form in Exhibit B. Hourly rates shall include but not limited to all overhead, benefits, profits, taxes, and insurance. Price proposals shall be submitted in a separate sealed envelope and clearly marked as the Price Proposal.

Price Proposal must be submitted using the form provided in Exhibit B.

**4.4 Insurance**

* During the project, the contractor shall maintain the following insurance:

\* Comprehensive General Liability of at least $1,000,000

\* Automotive Liability of at least $1,000,000

\* Bodily Injury of at least $1,000,000

\* Property Damage of at least $1,000,000

\* Worker’s Compensation (Limits required by the State of Oregon)

\* Employer’s Liability of at least $1,000,000

The contractor will be asked to provide Certificate of the above insurance before execution of contract listing RVTD as the Certificate Holder.

**4.5 Willingness to Accept Proposed Arrangements**

Submission of a proposal constitutes an offer to enter into a binding legal contract with RVTD on all of the terms specified in this RFP, including all Exhibits A through C.

**SECTION 5. EVALUATION AND SELECTION**

**5.1 Evaluation and Selection Process**

Proposals submitted in response to this RFP will be evaluated by the Evaluation Committee established by RVTD, in accordance with the criteria and procedures set forth in this Request for Proposals. This section incorporates those rights and procedures noted in RFP Section 1.3 – RVTD’s rights.

The primary desire of RVTD for this procurement is to ensure an award will be made based on the highest quality of service that best matches RVTD requirements using the Best Value methodology.

The Evaluation Committee will submit its recommendation to the RVTD General Manager and/or Board of Directors for an award to be made based upon the Evaluation Committees’ determination of the responsible Proposer whose proposal is most advantageous to RVTD.

**5.2 Evaluation Criteria**

The following items constitute the evaluation criteria (and their respective weights), which RVTD will use in evaluating proposals submitted in response to this RFP.

**Qualifications, Related Experience and Past Performance (20%)**

Qualifications of project staff, project manager, and key personnel; experience and past performance of the firm and its employees, agents, and subcontractors specifically assigned to this project performing work of similar nature; experience working with public agencies; strength and stability of the firm.

**Personnel Selection, Retention, and Training Program (25%)**

Adequate staffing levels with appropriate skills and qualifications to provide the proposed services, with a retention plan and training program in place to ensure stability with regard to the contract and security guards assigned.

**Understanding of Scope and Approach to Provide Services (25%)**

Understanding of the Agency’s requirements and all critical elements of the work described in the scope of services, overall approach, quality, clarity, and specificity of work plan for the proposed services.

**Cost (25%)**

Reasonableness of the hourly rates and total price; competitiveness of price proposal with other offers received; adequacy of data in support of the rates and prices quoted.

**Completeness of Response (5%)**

Completeness of response in accordance with the RFP instructions and requirements.

PROPOSERS who remain in the competitive range following the initial evaluation of written proposals may be invited (only if interviews are required) to demonstrate their qualifications, experience and project approach before the Evaluation Committee. There will not be a separate “interview” score. The Evaluation Committee may raise or lower criteria scores based on information and clarifications gained during the interview process. Reasons for such changes will be documented.

RVTD reserves the right to make an award solely on a PROPOSER’s written proposal alone, and is not required to conduct interviews.

**5.3 Notification to Unsuccessful PROPOSERS**

All PROPOSERS shall be notified of RVTDs Evaluation Committee’s recommendations by way of a Notice of Intent to Award (this will serve as the final committee recommendation) within five (5) working days of said recommendation.

**SECTION 6. PROTEST PROCEDURES**

**6.1 Filing Procedures**

Any proposer who has submitted a proposal to RVTD and who is adversely affected by RVTD’s contract award to another proposer has fourteen (14) days after issuance of the Notice of Intent to award the contract, to submit a written protest of award to RVTD. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

An adversely affected proposer must exhaust all avenues of administration review and relief before seeking judicial review of the Rogue Valley Transportation District contract selection.

Visit [RFP – Rogue Valley Transportation District (rvtd.org)](https://rvtd.org/about/rfp/) for RVTD BID PROTEST PROCEDURES for additional information.

**SECTION 7. SCOPE OF SERVICES**

NOTE: For the purposes of Section 7 “Scope of Work,” the term “Contractor” or “Consultant” represents the successful PROPOSER.

* 1. **General Information**
		1. RVTD is seeking competitive proposals from qualified firms to provide armed fixed post and mobile security guard services for its Front Street Station.
		2. The Contractor is to provide all personnel, training, resources, materials, vehicles, equipment, and field supervisor to provide the highest caliber of security services for the protection of employees, customers, and assets.
		3. The intent of this specification is to describe RVTD’s expectations for security services without necessarily describing each individual task in all – inclusive detail; therefore, the Contractor shall be expected to understand the task and demonstrate their ability to fulfill the stated requirements in its bid proposal.
		4. The Contractor must follow all State of Oregon and RVTD safety standards while on RVTDs property performing this work.
		5. The hours of operations and schedules may be modified during the term of the agreement based on transit service requirements.
	2. **RVTD designated Major Holidays**

7.2.1 New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During holidays, no on-site patrol. Will require six (6) random drive-by patrols.

**7.4 Transit Property and Mobile Security Guard Schedules**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Days of Service** | **Hours of Service** | **ESTIMATED Weekly Hours/Service** |
| On-Site Patrol | Monday through Friday | 6:15am through 8:15pm | 70 hours |
| On-Site Patrol | Saturday | 8:15am through 6:15 pm | 10 hours |
| Night Patrol Service or Vehicle Patrol | Monday through Saturday | 8:30pm through 4:00am (M-F) | 3 drive-by patrols – last patrol must be at 4:00am (M-F) and 6:30am (SAT) to correspond with arrival of Dispatch person and their safety into the office |
| Weekend Night Service or Vehicle Patrol | Saturday through Monday | 6:30pm through 4:00am | 3 drive-by patrols |
| Holiday Weekday Patrols | Monday through Friday | 6:30pm through 4:00am | 3 drive-by patrols |

**7.5 Point of Contact**

1. During the term of this contract the RVTD Liaison will be the Emergency Services Manager, Andy Swanson
2. RVTD Liaison(s) will be responsible for monitoring the contract to ensure the Contractor meets high professional standards and the terms of the contract, projects a professional and alert demeanor and responds effectively to security-related concerns.

**7.6 Security Guard Requirements**

* + 1. All Security Officers utilized for RVTD must meet the following general requirements:
1. Must possess all necessary certificates as required by the State of Oregon, Department of Public Safety Standards and Training and any other local regulations as applicable.
2. Must be properly trained prior to performing any duties required under the Contract.
3. Be in good general physical health and able to stand and/or walk for an entire shift. The work requires frequent and prolonged walking, standing, sitting and some running. Also, the post positions are located outdoors and experience heat and cold of the region. Accordingly, physical stamina in all forms (mental, climate-related, etc.) is a basic requirement of this position.
4. Be able to speak, read and write English in a clear concise manner and be able to read, understand and apply printed rules and directions.
5. Has the ability to meet and interact positively and courteously with the general public.
6. Exhibits and maintains poise and self-control and an ability to make sound decisions and react quickly under stressful conditions.
7. Ability to effectively de-escalate potential hostile person(s) or situations.
8. Be familiar with and implement procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills and suspicious packages.
9. Be familiar with and implement procedures for receiving and forwarding requests for maintenance.
10. Security Officers shall not use cell phones except as required to perform their duties or while on breaks.
11. The following persons are not qualified to work a Security Officer under this contract:
	* Officers who do not possess the required certifications or training specified in this agreement.
	* Officers removed for cause any time during this agreement.
	1. **Duties**
		1. The officer on duty will need to be relieved by another guard before leaving their post. Information from the previous shift needs to be communicated to the relieving guards including but not limited to; injuries, vandalism or damage to property, security incidents, maintenance requests, unattended bags or packages and requests from RVTD. On duty means periods may be taken for break and lunch periods at fixed post assignments.
		2. Security Officers will always be required to wear appropriate security uniforms while on duty. Footwear and Uniform shall be kept clean and in good condition.
		3. The contractor’s security badge and name tag will be worn on the outside of the uniform on the exterior garment. The officers shall also wear safety vests provided by the Contractor which easily identifies them as a Security Officer.
		4. The Security Officer is expected to:
12. Protect the safety of people on the site.
13. Prevent and minimize fire, theft, damage, and trespass on RVTD property.
14. Observe and report any unusual incidents or hazardous conditions.
15. Utilize a smart phone or similar device to maintain daily activity reports and create incident reports and/or facility maintenance reports.
16. Security officers shall be polite, respectful, courteous, and responsive to employees, visitors, and customers.
17. The Security Officer can be called on to protect evidence in the event of accidents, emergencies, or security investigations; set up barriers and signage, and provide direction or information to others.

7.8.5 Mobile Security Officer - Contractor will provide mobile security services to project a security presence, which includes operating a vehicle to perform patrol, inspection, and security at the Front Street Station during non-working hours.

1. The contractor must have adequate personnel on reserve to provide coverage for the hours designed on the transit property and mobile security guard schedule.
2. The duties of the mobile patrol officer will include checks for unsafe conditions, hazards, security violations, and unauthorized persons; inspects buildings and grounds. The offices are required to drive slowly around agency property to detect suspicious behavior, vandalism and deter individuals from unauthorized access.
3. The security officer can be called on to protect evidence in the event of accidents, emergencies, or security investigations; set up barriers and signage, and provide direction or information to others.
4. Observes and reports incidents or suspicious activity.
5. Responds to incidents of fire, medical emergency, bomb threat, suspicious and unattended items, and other incidents.
6. Utilize a smart phone or similar device to maintain daily activity report and create incident report and/or facility maintenance report.
	1. **Performance Standards**
		1. Contractor must ensure that assigned Security Officer coverage is appropriate and sufficient to meet RVTDs requirements under this Agreement.
		2. The contractor must furnish and maintain all uniform items for all Security Officers provided to perform the services required by this contract, including outdoor clothing appropriate for the weather, along with necessary PPE safety and equipment.
		3. The contractor will furnish a vehicle for the Mobile Security Officer that must be clearly marked with the Contractor company logo and is equipped with a rotating beacon on the roof. Supplemental lighting (spotlight) to illuminate dark areas should be installed on the vehicle.
7. Fuel and maintenance of the vehicle is the responsibility of the contractor.
8. The vehicle will be clean, and the interior maintained in an orderly and professional appearance. Vehicle provided must be a maximum of 15 years old or newer,
9. All safety equipment on the vehicle must be maintained and in compliance with vehicle regulations.
	* 1. All Security Officers shall immediately report any incidents involving bodily injury, fire, theft, and other incidents that involve fire, law enforcement and health authorities to RVTD. All verbal incident reports shall be immediately followed up with written reports describing the incident in detail and submitting it to RVTD Dispatch/Field Supervisors no later than the following business day. Incidents requiring more lengthy investigations and follow-up will have an initial report submitted within 24 hours or the next business day. Regular updates to the report will be made until it is complete.
		2. Contractor shall pay for and provide uniforms to its employees working on the RVTD

Contract, in sufficient quantity as to allow a continuous professional appearance and

sufficient quality of material that allows for a sharp, pressed look throughout the duration of an employee’s shift. Uniforms should provide officer comfort for patrolling mostly outdoor posts and should be selected with consideration of local weather patterns including rain, wind, snow, and extreme heat.

RVTD will approve of all uniform items prior to service start date. Ten (10) business days after notice of award; the Contractor will provide a sample of each item in the specification for inspection and approval by RVTD. While on duty, Security Guards shall be always in uniform. Any individual wearing any item other than the items specified in this specification will be considered out of uniform.

The following specifications do not supersede any safety equipment requirements.

However, every attempt must be made to ensure that safety equipment is compatible

with this standard. When additional safety items, such as hard hats or safety vests are

worn by requirement in specific areas, Security guards will not be considered out of

uniform.

Service Uniform:

o Uniform shirts are uniform with visible logo.

o Trousers, slacks or tactical style pants may be worn, must be of a dark color and color

coordinated with the uniform shirt.

o Belts will be black or brown.

o Shoes or boots will be black or brown with a polishable professional appearance.

o Official Badges – All officers will be issued a metal gold or silver badge for wear on jackets and shirts. In situations where use of a metal badge would be a safety hazard, cloth badges will be affixed to clothing.

o Name Plate – Contractor will issue a name plate for each employee.

o Body Armor – There is no requirement for body armor. However, if the

contractor wishes to provide body armor to their employees; it may do so

at their own expense. Body armor, if provided, must be worn under the

duty shirt.

* + 1. No Smoking, reading unauthorized material, eating or tobacco use is permitted in public view. Cell phone usage shall only be permitted in an emergency or conducting official business.
		2. A monthly meeting will be held between Contractor and RVTD, with the objective of exchanging information and reviewing Contractor performance.

**REQUIRED FORMS**

**EXHIBIT A**

**VENDOR REGISTRATION FORM**

COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

CITY/STATE/ZIP CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PHONE #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLEASE EMAIL THIS FORM AS SOON AS POSSIBLE TO BE PLACED ON OUR VENDOR REGISTRATION LIST TO RECEIVE ANY CHANGES TO THE RFP.

**nblack@rvtd.org**

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the Request for Proposal Number RFP#0519

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Company Authorized Signature

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

 Print Name of Signer

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

 Title of Signer

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

 Date

**Disadvantaged Business Enterprise Certification**

(1)

Policy – It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance or contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this agreement.

(2)

DBE Obligation – The supplier or contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT‐assisted contracts.

DBE Certification

**The contractor hereby agrees to subcontract a minimum of \_\_\_\_% of the contract to disadvantaged business enterprises.**

**Firm Name:**

**Signature:**

**Title:**

**Date:**

Note: If there is no participation then this must be indicated on the form, the form executed and returned with this proposal.

**(Failure to complete this form may render this bid non‐responsive).**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

Contractor (name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Dun & Bradstreet Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(must be an active D&B # registered with the System For Award Management ([www.sam.gov](http://www.sam.gov))

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LISTING OF SUBCONTRACTORS**

The CONTRACTOR declares that it has contacted the subcontractors listed below, and has made arrangements covering hourly rates and other terms which may materially affect the Contract, contingent upon successfully entering into a contract with RVTD, with the following subcontractors:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Name/Address of Subcontractor | DBE?Yes / No | Amount ofSubcontract | Description of Work |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| 6. |  |  |  |  |

**NOTE:** The above DBE/EEO Affidavit is part of CONTRACTOR’s Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

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

Signature Date

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

Title Company Name

**CERTIFICATION REGARDING LOBBYING**

49 CFR PART 20-Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contract certifies, to the best of his or her knowledge and belief that:

 (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, et. seq., apply to this certification and disclosure, if any.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Contractor’s Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Title of Contractor’s Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date

**EXHIBIT B**

**COST/PRICE PROPOSAL FORM**

Price reasonableness will be used as part of the evaluation Price/Cost evaluations. Offerors must complete, sign and submit all three sheets.

Enter below the proposed price for Security Services as described in the Scope of Services, Section \_\_\_\_ of the RFP. Pricing shall be provided in a ‘rate per hour’ form and must be all inclusive (including but not limited to profit, taxes, benefits, minimum wages, transportation, fees, surcharges, training/certifications and uniforms).

**Year 1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Front Street Station** | **Monthly Hour** | **Hourly** **Rate** | **Monthly Total** | **Annual Hours** | **Annual Cost** |
| **On-Site Patrol****(Mon-Fri 6am-8pm)** |  |  |  |  |  |
| **On-Site Patrol****(Sat – 4 hours)** |  |  |  |  |  |
| **Vehicle Patrols****TBD** |  |  |  |  |  |
| **Additional work billed at per hour rate of:** |  |  |  |  |  |

**Year 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Front Street Station** | **Monthly Hour** | **Hourly** **Rate** | **Monthly Total** | **Annual Hours** | **Annual Cost** |
| **On-Site Patrol****(Mon-Fri 6am-8pm)** |  |  |  |  |  |
| **On-Site Patrol****(Sat – 4 hours)** |  |  |  |  |  |
| **Vehicle Patrols****TBD** |  |  |  |  |  |
| **Additional work billed at per hour rate of:** |  |  |  |  |  |

**Year 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Front Street Station** | **Monthly Hour** | **Hourly** **Rate** | **Monthly Total** | **Annual Hours** | **Annual Cost** |
| **On-Site Patrol****(Mon-Fri 6am-8pm)** |  |  |  |  |  |
| **On-Site Patrol****(Sat – 4 hours)** |  |  |  |  |  |
| **Vehicle Patrols****TBD** |  |  |  |  |  |
| **Additional work billed at per hour rate of:** |  |  |  |  |  |

**Year 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Front Street Station** | **Monthly Hour** | **Hourly** **Rate** | **Monthly Total** | **Annual Hours** | **Annual Cost** |
| **On-Site Patrol****(Mon-Fri 6am-8pm)** |  |  |  |  |  |
| **On-Site Patrol****(Sat – 4 hours)** |  |  |  |  |  |
| **Vehicle Patrols****TBD** |  |  |  |  |  |
| **Additional work billed at per hour rate of:** |  |  |  |  |  |

**Year 5**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Front Street Station** | **Monthly Hour** | **Hourly** **Rate** | **Monthly Total** | **Annual Hours** | **Annual Cost** |
| **On-Site Patrol****(Mon-Fri 6am-8pm)** |  |  |  |  |  |
| **On-Site Patrol****(Sat – 4 hours)** |  |  |  |  |  |
| **Vehicle Patrols****TBD** |  |  |  |  |  |
| **Additional work billed at per hour rate of:** |  |  |  |  |  |

Option Years 1 and 2 will be negotiated at time of renewal.

In compliance with this solicitation, the undersigned offeror having examined the Request for Proposal and being familiar with the conditions to be met, hereby submits the attached. An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in proposal rejection.

Signature of Authorized Official:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT C**

**FEDERALLY REQUIRED AND OTHER MODEL CONTRACT CLAUSES**

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

**ENERGY CONSERVATION**

42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g) 2 C.F.R. § 200.333 49 C.F.R. part 633

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

 Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

 Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RVTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to comply shall constitute a material breach of this contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

49 U.S.C. § 5323(l) (1) 31 U.S.C. §§ 3801-3812 18 U.S.C. § 1001 49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**TERMINATION**

2 C.F.R. § 200.339 2 C.F.R. part 200, Appendix II (B)

Termination for Convenience: RVTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in RVTD’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profits on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RVTD to be paid the Contractor. If the Contractor has any property in its possession belong to RVTD, the Contractor will account for the same, and dispose of it in the manner RVTD directs.

Termination for Cause: RVTD may terminate this agreement for cause upon written notice to CONTRACTOR. A termination for cause may occur for any reason deemed sufficient by RVTD in its discretion, including, but not limited to the following:

1. RVTD may terminate this agreement for failure of CONTRACTOR to comply with any material terms or conditions of this agreement, if, within 30 days after written notice by RVTD to CONTRACTOR specifying the nature of the default with reasonable particularity, CONTRACTOR fails to remedy the default within said period. If the default is of such a nature that it cannot be completely remedied within the 30 day period, this provision shall be compiled with if CONTRACTOR begins correction of the defect within the 30 day period and thereafter, proceeds with reasonable diligence and in good faith to affect the remedy as soon as possible.
2. If federal or state laws, statues, rules or regulations are no longer allowable or appropriate under this Agreement.
3. If any license or certification required by law or regulation to be held by a party to provide the service under this Agreement is for any reason denied, revoked, suspended, or not renewed; or
4. If anticipated budgeted funds are not sufficient to continue the services under the Agreement.

**CIVIL RIGHTS LAWS AND REGULATIONS**

RVTD is an Equal Opportunity Employer. As such, RVTD agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, RVTD agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RVTD requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 C.F.R. part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%, RVTD’s overall goal for DBE participation is 0.375%. A separate contract goal has not been established for this procurement.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient’s written consent; and that, unless the recipient’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

The successful bidder/offer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

**VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326 2 C.F.R. part 200, Appendix II (A)

Disputes arising I the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RVTD’s General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manger. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide in the decision.

Performance During Dispute – Unless otherwise directed by RVTD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RVTD and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which RVTD is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RVTD (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

42 U.S.C. §§ 7401 – 7671q 33 U.S.C. §§ 1251-1387 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

 3) It will report violations of use of prohibited facilities to FTA; and

 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 C.F.R. part 180 2 C.F.R part 1200 2 C.F.R. § 200.213 2 C.F.R. part 200 Appendix II (I) Executive

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

Debarred from participation in any federally assisted Award;

Suspended from participation in any federally assisted Award;

Proposed for debarment from participation in any federally assisted Award;

Declared ineligible to participate in any federally assisted Award;

Voluntarily excluded from participation in any federally assisted Award; or

Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**RECYCLED PRODUCTS**

42 U.S.C. § 6962 40 C.F.R. part 247 2 C.F.R. part § 200.322

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

**SAFE OPERATION OF MOTOR VEHICLES**

23 U.S.C. part 402 Executive Order No. 13043 Executive Order No. 13513 U.S. DOT Order No. 3902.10

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.