

City of



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Request for Proposals

For

ADMINISTRATION OF EXTRA DUTY POLICE DETAILS

GREENVILLE POLICE DEPARTMENT

**500 South Greene St.
P.O. Box 7207
Greenville, North Carolina 27835**

Response Due Date: Wednesday, January 6, 2016 by 4:00pm (EST)

Contact Persons:

Questions regarding the bid package:

Mrs. Angelene E. Brinkley
Purchasing Manager
Telephone: 252-329-4462
Fax: 252-329-4464
Email: abrinkley@greenvillenc.gov

Questions regarding the Specifications:

Captain Chris Ivey
Admin. Svs. Bureau Commander
Telephone: 252-329-4703
Fax: 252-329-4464
Email: civey@greenvillenc.gov

Issue Date: December 16, 2015

**Request for Proposals
For
ADMINISTRATION OF EXTRA DUTY POLICE DETAILS**

General Information

The Greenville Police Department is a nationally accredited law enforcement agency that provides a full range of high quality law enforcement services through a departmental philosophy of community-oriented policing. As a growing, progressive agency the Department continuously implements innovative techniques and methods to protect and serve the expanding community. This highly motivated department currently employs 186 sworn employees and 53 civilian employees who serve with the utmost professionalism in the various bureaus, divisions and units.

Purpose of Request for Proposals

The City of Greenville, North Carolina Police Department is requesting proposals from qualified service providers to provide complete administration of all extra duty police details, including requests for service, scheduling work, payroll, invoicing, financing accounts payable and collecting payments.

Contract Period

The initial term of the contract awarded shall be for a period of one year (12 months). Based on mutual agreement between the parties, the agreement(s) may be renewed for additional annual renewal extension(s), not exceeding a total three (3) year contract term. The pricing for annual renewal will be subject to the mutual agreement between the parties.

SECTION 1.0 INSTRUCTIONS TO PROPOSERS

1.1 The person, firm or corporation submitting a proposal shall submit it to the Purchasing Manager or her duly designated representative at one of the following:

Hand Delivered/or Carrier:

City of Greenville
Attn: Angelene Brinkley, Purchasing
201 W. Fifth Street
Greenville, NC 27835

Postal Mail:

City of Greenville
Attn: Angelene Brinkley, Purchasing
P.O. Box 7207
Greenville, NC 27835

Email:

abrinkley@greenvillenc.gov

1.2 This is a Request for Proposals and all proposals will be received at stated day/time, however, no public bid opening will be held. Proposals will be reviewed and evaluated by staff at a later time and an award will be made at the earliest possible date. Proposal results will be made available after award and by written request.

1.3 Each proposal submitted must be clearly marked "**Request For Proposals- Administration of Extra Duty Police Details**" along with Proposer's name and address. Proposals may be submitted via mail, hand delivery or email. **NO BIDS WILL BE ACCEPTED BY FAX.**

PLEASE NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE THAT PROPOSALS ARE RECEIVED BY THE PURCHASING MANAGER BY THE STATED DAY/TIME. No late proposals will be accepted.

1.4 All proposals must be signed by an authorized official of the firm.

1.5 No proposals may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Purchasing Manager.

1.6 The City of Greenville reserves the right to reject any and all proposals, to waive any informalities, and to accept the proposal or any portion thereof that is deemed most advantageous to the City. Any proposal submitted will be binding for 60 days after the date of the submittal.

1.7. It is expressly understood by the proposers that written notice of award by the City will constitute an agreement by the City to consummate the transaction and will serve together with the proposal, advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties except in cases where formal contracts are warranted.

1.8. Technical questions regarding the specifications of this bid shall be directed to Capt. Chris Ivey, Administrative Services Bureau Commander at telephone (252) 329-4703; email: civey@greenvillenc.gov. All other questions regarding this Request for Proposals shall be directed to Mrs. Angelene Brinkley, Purchasing Manager, telephone (252)329-4462; email: abrinkley@greenvillenc.gov.

SECTION 2.0 GENERAL TERMS AND CONDITIONS

2.1 **NON-DISCRIMINATION:** The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

2.2 **NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of

collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

2.3 PAYMENT TERMS: The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.

2.4 GOVERNING LAW: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.

2.5 ACCEPTANCE/REJECTION OF PROPOSALS: The City of Greenville reserves the right to accept or reject any or all proposals, and to award

2.6 CONFLICT OF INTEREST: Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

2.7 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The City of Greenville has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, located in City Hall-200 W. Fifth Street Greenville, NC. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

2.8 M/WBE PROGRAM: Minority and/or Women Business Enterprise (M/WBE) Program

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4862.

2.9 FEDERAL LAW : Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

2.10 TAXES: Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

2.11 WITHDRAWAL OF PROPOSALS: No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

2.12 INSURANCE REQUIREMENTS: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.

(b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;

(c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;

(d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

2.13 SERVICES PERFORMED: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

2.14 INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers's compensation, pension or retirement benefits.

2.15 VERBAL AGREEMENT: The City will not be bound by any verbal agreements.

2.16 E-VERIFY COMPLIANCE:

BIDDER (PROPOSER) acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents.

The BIDDER (PROPOSER) represents that the BIDDER (PROPOSER) and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

SECTION 3.0 SCOPE OF WORK:

3.1 Overview:

The Contractor will handle extra duty officer service requests, schedule all approved officers, manage all details for officers and complete all other administrative aspects of the program. Additionally, the Contractor will provide payment to the officers.

Contractor will provide the administrative services for management of the program, invoices to customers and regular reports to be used by the City for analysis of extra duties provided by Police Officers.

Contractor will issue appropriate 1099 tax forms to individual Officers

Contractor will provide complete administration of all extra duty police details, including requests for service, scheduling work, payroll, invoicing, financing accounts payable, collecting payments, and completing weekly/monthly reports.

3.2 Contractor will provide the administrative personnel to handle the administration of extra duty details. The administrative personnel will provide the complete administration of the extra duty details. This administration includes but is not limited to handling all requests for service, scheduling all details, invoicing and collecting payment from customers, providing payment to officers, and completing weekly and monthly reports. Contractor must supply at least one primary and at least one secondary extra duty coordinator for engaging with customers over the phone. In the event no extra duty coordinator is available to field an incoming customer call, the customer on-call messaging of wait times and call back/ voicemail options. Contractor must field all incoming extra duty queries and requests from customers including providing a local or toll-free number for such purposes.

3.3 Contractor will provide a technology infrastructure which has the capability to perform the following tasks: communicating detail opportunities to officers, awarding detail opportunities; the ability to enable recurring customers to submit detail requests online; input for the generation and documentation of weekly officer extra duty paychecks; the generation and documentation of invoices to the Customers; the collection and documentation of payments made by the Customers.

3.4 Contractor will provide management reports specifying hours worked by location, customer and officer by pre-specified time period.

3.5 Contractor will have the ability to remit payment for details worked to Officers or department prior to collecting payment from customers.

3.6. Contractor will have the ability to remit payment to Officers directly and provide Officers with appropriate 1099 forms at each year end. Contractor will also have the

ability to remit detail payments to the department in the event department desires to pay officers directly.

3.7 Contractor shall administer the program in accordance with City policies and Police Department policies. This contract is in accordance with these policies and provides no change in the manner in which extra duty details are distributed to officers.

3.8 Scheduling:

The City will provide a list of approved officers and guidelines for the approval of customers and details.

The City will provide the Contractor rules and regulations related to the manner in which the officers should be scheduled. Police officers shall not engage in extra-duty employment that interferes, conflicts with, or brings discredit to the Greenville Police Department or is managed outside of the extra duty program specified within this document.

Contractor must utilize detail scheduling and management software which will enable:

- Officers to view open details and their scheduled details either from a laptop, tablet, desk top or mobile device.
- Reminder online outreaches to Officers regarding details they've signed up for.
- Individual detail-level check-in and check-out capture in an online, documented manner.
- Extra duty detail reporting including but not limited to: calendar format scheduling, details summarized by time period, customer, Officer, or detail type.
- Ability to award details base on "first come first served" basis, seniority or number of extra duty hours or details worked in prior week, month, quarter or year.

Training on how to use the scheduling and management software must be provided to the officers by the Contractor.

Police Officers shall not engage in extra-duty employment that requires the employee to:

- Serve or sell alcoholic beverages
- Perform work as bouncers, doormen, or cashiers at nightclubs or bars
- Perform work for insurance agencies, collection agencies, private investigators, attorneys, bail bond agencies, or taxi companies
- Perform work with wreckers or service stations that contract services with the City of Greenville
- Work or openly associate with convicted or known criminals

- Perform extra-duty work that would require the employee to work more than sixteen (16) hours within a twenty-four (24) hour period without the prior approval of the Bureau Commander.

3.9 Payment Processing:

On a weekly basis, the Contractor will run a report that captures all of the hours submitted by the officer and verified by the customer.

The pay period will run from Monday-Sunday. Payment to the officers will be made on the Thursday after for the work ending the prior Sunday. Payment will be a mailed check or directly deposited into the officer's bank account.

Officers are paid in full each week, regardless if the customers pay their invoices.

Contractor will compile total annual hours worked by each officer and provide each officer with a 1099 tax form in a timely manner for all officers who have provided I-9 and W-4 forms to the Contractor.

The form will provide officers with their gross annual income from the services rendered under the program; it is understood that the officers are working as independent contractors and are not employees of the Contractor.

It is the responsibility of each officer to report all income from extra duty service with the filing of his/her tax return.

The City will provide Contractor with a list of approved officers for this program, a list of approved users and guidelines for this work.

3.10 Billing:

The Contractor may require advanced payment by customers who are deemed credit risks or choose to invoice customers on a weekly basis.

Contractor is responsible for all invoice collection.

3.11 Reports:

The Contractor will provide the following reports to the City each week for the previous week:

1. Invoice register
2. Officer reports – hours worked, location and Customer

3.12 Hold Harmless:

Contractor shall indemnify and hold harmless for all errors or omissions of the Contractor in the performance of Contractor's duties provided under this Agreement, and shall pay all costs, claims of any kind, including City costs and attorney's fees at trial or appellate levels.

3.13 Charges and Payments:

For the management, services, receivable financing and for police officers' service each week, the Contractor will charge the Customer an hourly rate for non-premium extra duty details and premium extra duty details. Premium extra duty details are defined as those details scheduled and completed on approved City holidays listed in Exhibit A.

The rate may be increased, no more than annually upon mutual agreement between the Contractor and the City of Greenville. Do we need the holiday thing? If they haven't said anything about extra holiday pay, I would leave it out unless they put it in – more work for us.

3.14 General:

Neither the City nor the Contractor will be responsible for acts of God (hurricanes, floods, etc.) or items beyond their control (power failures, etc.); however, both the City and the Contractor will make every effort in an urgent manner to correct the problems and difficulties caused by such acts.

3.15 Review:

The Contractor will permit the City to review, at any time, all work performed under the terms of Agreement at any stage of the work.

3.16 Books and Records:

The Contractor will maintain or cause to be maintained all records, books,, or other documents relative to date and time of job assignments, name of police officers assigned to jobs, all billing invoices, and extra duty business contracts.

SECTION 4.0 PROPOSAL SUBMITTAL INSTRUCTIONS

4.1 Letter of Transmittal

Please limit to one or two pages. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work on a timely basis. State the fee for the engagement.

4.2 Profile of Proposer (Please number subsections 1 ± 8 to correspond to the items below)

1. Indicate whether you are local, regional, national or international in the scope of your practice.

2. Indicate the address of your home office.

3. Indicate your experience in providing administrative services, including customer service, scheduling, billing, collections, payroll, and administrative services management.

4. Provide samples of the reports that will be provided to the City and a description of the hardware and software that will be used for this engagement.

5. Identify the key individuals who will be assigned to the City of Greenville engagement. Describe their roles and provide a brief description of their professional experience in administrative services management.

6. Describe your experience in providing administrative services management.

7. Please provide any additional information that you believe will assist the City in making its selection.

8. Please provide the fee for this service.

Indicate your proposed fee for this engagement. Your stated fee should be all-inclusive and structured via an hourly administrative fee added to each detail non-premium and premium hour worked. Your fee should be proposed for each of the next three (3) years. Fee should include all out of pocket expenses. Premium extra duty details are defined as those details scheduled and completed on approved City holidays listed in Exhibit A.

9. References. Please provide at least three (3) references for which you have provided the type(s) of services as requested in this request for proposal. Please include:

- Name of Firm
- Address
- Contact Person
- Telephone and Email

10. Additional Information

Provide any information that you believe will assist the City of Greenville in making its selection. Such information may be in this section of the proposal or may be presented in one or more appendices.

4.3 Proposal Evaluation Criteria

Vendor selection shall be based on evaluation and rating of proposer's demonstrated competence and qualifications/performance of the type of services to be offered. Submitted proposals will be evaluated on the basis of the following criteria:

- Understanding of Engagement and demonstration of the full understanding of the work to be performed.
- Ability of the service provider to provide constructive recommendations to the City during the RFP process.
- Qualifications and Experience of Proposer
- Experience and expertise of personnel proposed for the City of Greenville engagement.
- The service provider's experience and expertise in administrative services management.
- Overall cost/benefit to the City of Greenville

4.4 Proposed Fee

Total fee for this engagement should be clearly stated as a non-premium and premium hourly administrative fee added to each detail hour worked, which includes out of pocket expenses. Premium extra duty details are defined as those details scheduled and completed on approved City holidays listed in **Exhibit A**.

Vendors may be asked to present their proposals in-person to a selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Greenville reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The City of Greenville intends to select the vendor that, in its opinion, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

4.5 Proposal Format and Deadline

Written proposals, subject to the conditions made a part hereof, are due to the Purchasing Manager of the City of Greenville on or before 4:00 PM (EST) Wednesday, January 6, 2016. Proposals may be submitted in hard copy or in electronic format. Hard Copy proposals should be mailed or hand delivered to the following address:

City of Greenville

Attn: Angelene E. Brinkley, Purchasing Manager

201 W. Fifth Street

P.O. Box 7207

Greenville, NC 27835

Electronic submittals should be sent to the following email address:

abrinkley@greenvillenc.gov.

Proposal Withdrawal

A proposer desiring to withdraw their proposal must notify the City of Greenville of that desire within seventy-two (72) hours after the proposal submittal, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the proposer must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

Exhibit A

Premium Days

- New Year's
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Christmas