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Request for Proposal

RFP#22-23-04

“Re-Advertisement”

**Security/Ambassador Services for the GK
Butterfield Transportation Center**

Proposal Due Date:

Tuesday, August 23, 2022 @ 4:00 p.m.

July 19, 2022

Dear Proposer:

The City of Greenville, NC is accepting proposals for Temporary Staffing Services for the G.K. Butterfield Transportation Center. Instructions for submitting proposals and requirements are stated in the attached Request for Proposals (“RFP”). All requested information shall be submitted in the format required as shown on the enclosed schedule. One (1) electronic proposal is due **August 23rd, 2022 at 4:00 p.m.**

The City of Greenville is requesting proposals for on-site contract security services for the following City facility:

**G.K. Butterfield Transportation Center
600 S. Pitt Street
Greenville, NC 27834**

All questions or clarifications shall be submitted in writing to the Transit Supervisor - Alishia Chapman by email to AYoung@greenvillenc.gov no later than **4:00 p.m. on Thursday, August 4th, 2022.**

The City of Greenville reserves the right to award or reject any or all proposals and waive any nonmaterial informality or irregularity in any proposal received. The successful Proposer(s) will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

All proposals shall remain valid for ninety (90) days from date of proposal opening.

Public Works Director
Kevin Mulligan

Section I: Project Overview

The City of Greenville Transit Division is requesting proposals from security firms experienced in public sector, preferably public transit, and security services. Qualified contractors shall provide *unarmed* officers that will:

- Proactively engage with the community to assist the transit riding public,
- Enforce appropriate transit conduct,
- Prevent unauthorized access to City facilities,
- Deter criminal behavior,
- Cooperate with law enforcement, and
- Prevent damage to City property.

The term for any contract resulting from this RFP is for (3) years. The contract may be extended up to two (2) additional one (1) year periods for a total of five (5) years.

Section II: Agency Background

Greenville Area Transit (GREAT) was formed in 1976 as a department of the City of Greenville, NC. GREAT operates a network of 6 fixed routes. Prior to the outbreak of COVID-19, GREAT Transit service has been provided weekdays from 6:25 a.m. to 7:00 p.m. and Saturdays from 9:25 a.m. to 6:00 p.m. Currently service is provided Monday through Friday from 7:25 a.m. to 5:30 p.m. The grantee's complementary paratransit service, known as Pitt Area Transit (PATs), operates during the same days and hours of service as the fixed routes.

The City of Greenville opened the GK Butterfield Transportation facility in August, 2018. This project started as a City Council goal to create a facility which would encourage multiple modes of transportation within the City, provide a central access point where people could transfer from one mode to another, and create a hub not only for transportation but also a catalyst for revitalization and economic development.

The Greenville Area Transit system, PATs, Greyhound and the Amtrak Connector all utilize the facility for connections along with taxis. Airport, medical, and hotel shuttles could locate here with future rail service connection as a possibility.

The Center provides a covered transfer facility with seating, restrooms and more, giving people a choice of transportation options to fit their needs and meet the needs of our growing population for the next 30 years.

Section III: General Terms and Conditions

- A. **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.

- B. **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.
- C. **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.
- D. **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 and Federal Transit Administration (FTA) Assurances and Contractual Conditions which are made part of this notice as though fully set forth herein.
- E. **Acceptance/Rejection of Proposals:** The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all proposals, and to award or not award a contract based on this proposal.
- F. **E-Verify Compliance:** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- G. **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.
- H. **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. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- I. **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 MWBE Program should be directed to the MWBE Office at 252.329.4462

- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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, worker's compensation, pension or retirement benefits.

P. **Verbal Agreement:** The City will not be bound by any verbal agreements.

Section IV: Special Conditions (Federal)

No Obligation by the Federal Government.

(1) The City 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 City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by 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 or Related Acts.

(1) 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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.

Access to Records

The following access to records requirements apply to this Contract:

1. Where the City is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits,

examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the City which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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 the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

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%. The City's overall goal for DBE participation is 9.375%. A separate contract goal has not been established for this contract.

The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

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

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

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 4220.1E, 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 City requests which would cause City to be in violation of the FTA terms and conditions.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 City.

If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, 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 49 CFR 29, Subpart C 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.

ADA Access

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. 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 authorized representative of the Owner. 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 authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the 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 for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner 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 the Owner 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 Owner, 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.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] 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 grant, 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). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or 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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or 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. A 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

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Fly America

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

Section V: Scope of Work

A. Description

The City of Greenville Transit Division is requesting proposals from security firms experienced in public sector (preferably public transit) security services for the G.K. Butterfield Transportation Center located at 600 S. Pitt Street.

Maintaining a safe transit environment is a top priority. The contractor will be expected to proactively engage with the community to assist the transit riding public, ensure appropriate transit conduct, prevent unauthorized access to City facilities, cooperate with law enforcement, and prevent damage to City property.

The security/ambassador services sought in this RFP are designed to include coverage for transit facilities or assets limited to the public interior and exterior areas of the G. K. Butterfield Transportation Center. These include the public areas of the first and second floors, the adjacent hallway connecting City offices to the lobby, and the outside bus loading areas. The security/ambassador guard shall be required to provide continuous patrolling services of these public areas. Additional services include:

1. Providing customer service (e.g. providing directions, assisting customers, de-escalating actual or potential disruptive behavior, serving as a visible source of information).
2. Active support of special situation plans and procedures during disruptive events (e.g. fire, workplace violence, civil disturbances)

The contractor will be responsible for providing highly qualified, professional, alert, diverse and proactive security personnel with an emphasis on customer service and ambassadorship.

B. Schedule and Staffing Levels

The City is requesting one (1) unarmed Transit Ambassador position to work during normal operating hours. These hours will begin at **8:00 AM – 5:00 PM** Monday through Friday; however, as staffing increases, the hours may increase to **6:30 AM – 6:30 PM** Monday through Saturday.

The City reserves the right to adjust any schedule as necessary, upon 24-hour notice to the contractor.

C. Period of Performance

Subject to the termination provisions stated herein, performance shall commence upon contract execution and shall extend for a period of three (3) years. Pricing is to be fixed for the term of the contract.

The City shall have the right to extend the contract for two (2) additional one (1) year extensions. Requests for price increases may be considered in the first option year only.

D. Contractor Requirements

All Transit ambassadors must be able to deal effectively with the public and must be knowledgeable of all responsibilities of their post. The contractor shall be responsible for the supervision of all security/ambassador officers assigned to the contract.

Drug Testing: The contractor will be responsible for drug testing its employees per FTA requirements by establishing and implementing a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, must produce documentation necessary to establish compliance with Parts 653 and 654, and must permit any authorized representative of the Federal, State, or local agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor must further agree to certify annually its compliance with Parts 653 and 654 before December 31st of every year and to submit the required reports before March 15th of every year to the Transit Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. (See Section 3.5.4)

Training: Contractor is responsible for all training and coordination. The awarded contractor's training program will be evaluated by the City for acceptability with consideration given to designated training site, training materials, and quality/amount of training provided.

Access Entry: The Contractor is responsible for City supplied keys, combinations and access cards to City facilities. Such are considered accountable items. Keys shall not be duplicated. Loss of security access keys, combinations, and cards must be immediately reported. The Contractor shall be responsible for any lost keys, card keys, and inherent damages (i.e. re-keying of facility). This cost shall be withheld from payment(s).

E. Security/Ambassador Officer Minimum Qualifications and Expectations

- Minimum age of 21 years.
- High school diploma or equivalent written examination.
- Strong written and verbal communication skills.
- At least one (1) year of experience in the security field.
- A personal background of employment and personal experience relative to the description of services required. Vendor background checks should include any felony convictions, criminal investigation, regulatory sanctions, regulatory investigations and civil litigation. All background checks should be continuous. Vendor shall inform the City of any changes in background statuses within 30 days. Failure to inform the City shall constitute a breach of contract.
- Physical and intellectual capability to do the assigned job.
- Approved criminal background investigation with no record of convictions.
- Ability to pass a drug/alcohol screening.

The contractor shall provide the City confirmation that each employee has passed the required background check and registration from the Private Protection Services Board of North Carolina prior to a City assignment.

City's Discretion: The City reserves the right to request immediate removal and replacement of any security officer deemed not appropriate for the position or engaging in unacceptable behavior (e.g.: neglect of duties, disorderly conduct, carrying unauthorized weapons, excessive force) at no additional cost.

Employee Appearance: Contractor employees are to be neat, clean and well-groomed in appearance. No smoking (except where authorized in designated areas), sitting down while on patrol, reading unauthorized material, or tobacco use shall be permitted while on active patrol. Personal phone calls, texting or use of any personal electronic devices shall not be permitted except in emergency. *Employee shall not bring any additional accessories such as firearms, handcuffs, taser, mace, key chain weapons, etc. The primary role of this position is as a Transit Ambassador with the main role of assisting the public.*

Uniform Requirements: The contractor shall provide and maintain required uniforms that will directly represent the image of the City. Uniforms should be provided in sufficient quantity and quality to allow for a sharp, pressed look. Shoes should be clean and polished. All badges shall be worn on the uniforms appropriately.

Reporting: Daily written reports must be recorded showing shift activities and any security incidents, violations, irregularities, emergencies, or unusual circumstances requiring corrective action or investigation. Daily reports shall be included with monthly

invoices. Incidents should be reported same day or immediately if needed. Incidents include but are not limited to criminal activities or fire or safety issues.

Wage: All security officers assigned by the contractor to City facilities are considered an employee of the contractor. The contractor will be responsible for paying all salaries, wages, benefits, expenses, Social Security taxes, Federal and State taxes, and any and all other expenses or taxes associated with employment by the contractor.

All hours billed to the City will be at the contract rate. The City will **not** pay overtime, vacation hours, or holiday hours not actually worked.

Section VI: Procurement Process

Schedule

Item	Date
Issuance of RFP	Tuesday, July 19th, 2022
Deadline for Questions and Clarifications	Thursday, August 4th, 2022 @ 4:00PM
Answers posted to the Website	Tuesday, August 16th, 2022 @ 4:00PM
Submittals Due	Tuesday, August 23rd, 2022 @ 4:00PM

Submission of Proposals

An electronic submission of the proposal may be received by the City on or before 4:00 PM Tuesday, August 23rd. 2022 on the RFP due date. Proposals received after this deadline will **not** be considered.

Send proposals to the City Public Dropbox folder.

If there are technical difficulties with submitting to the City Public Dropbox Folder, the email address for electronic deliveries is: AYoung@greenvillenc.gov

All emailed proposals should be clearly marked in subject line: **RFP # 22-23-04 Security Services for Transportation Center**

Section VII: Proposal Format

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than twelve (12) points. All hard copy submissions should be one-sided and bound in a three ring binder with tab dividers corresponding to the content requirements specified below.

The total length of the contractor's proposal (including exhibits) should not exceed 20 pages.

Proposers are required to submit proposals in the following format:

A. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Contractor, acknowledging all addenda issued for this RFP. The cover letter shall provide the legal name, address, telephone and facsimile numbers of the Contractor along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Contractor's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

The Cover Letter should be no more than two pages and must include the firm's State of Incorporation and Federal Tax ID number.

Each Contractor shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal:

“The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”

B. Executive Summary

The Contractor shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal that make it superior or unique in addressing the needs of the City.

C. Body of the Proposal

Address each of the criterion listed in *Section VIII: Evaluation Criteria* in order.

D. Federal Certification

E. Exhibits

To include materials intended to assist in evaluation of the firm but should not attempt to replace or supersede information included in letters A through C of the proposal format.

Section VIII: Evaluation

City of Greenville staff will review all proposals submitted and select the top proposals. These top vendors may then be asked to provide additional information to the evaluation panel. The City may request Best and Final offers based upon improved understanding of the offers or changed scope of work. Based on the initial proposals, and Best and Final offers, if requested, staff will select the proposal which best fulfills the requirements and is the best value to the City. The City will negotiate with that vendor to determine final pricing, and contract form.

Overall responsiveness to the Request for Proposals is an important factor in the evaluation process. The City of Greenville reserves the right to reject any and all proposals, to waive any informality, and to accept the proposal or any portion thereof that is deemed most advantageous to the City.

Evaluation Criteria

- 25% Security Staff Qualifications, Training and Retention Programs
- 25% Service Delivery Approach, Service Quality Assurance
- 25% Firm Experience, Capacity, and History to include:
 - Recent firm experience and successful completion of services or work of a similar type preferred.
 - At least three references, including name and contact information must be included.
- 25% Knowledge and Experience of Key Company Members