Fletcher Free Library

Request for Proposal

Security Services for the Fletcher Free Library

235 College Street

Burlington, VT 05401

**REQUESTS FOR PROPOSALS (BIDS) (RFP)**

**FOR SECURITY SERVICES FOR**

**FLETCHER FREE LIBRARY**

**235 COLLEGE STREET, BURLINGTON, VERMONT 05401**

Date of Issuance: June 11, 2018

Issued by: City of Burlington, Fletcher Free Library Department

Due Date for Questions: June 19, 2018 by 5 p.m. (please submit via email)

(Responses will be posted on June 25, 2017 by 5 p.m.)

Due Date for Proposals: June 29, 2018 by 6 p.m.

Issuing Point of Contact:

Robert Coleburn

235 College St., Burlington, VT 05401

(802) 865-7218

RColeburn@burlingtonvt.gov

# SCOPE OF WORK:

The purpose of this RFP is to solicit proposals from qualified firms to provide uniformed, unarmed security guard services for the Fletcher Free Library in Burlington, VT, a 48,000 square foot facility with 4 floors and outdoor grounds. The Library is looking for proposals which will state how the proposer will assist the Library staff in maintaining an orderly atmosphere conducive to library study and enjoyment, and to also provide protection for library users, staff, materials, furniture, equipment, and premises. All public areas of the library, inside and outside, are to be patrolled and its security cameras are to be monitored.

The Library is looking for the proposed scope of work to include how its security guards will

* Maintain a friendly professional presence;
* Maintain an orderly atmosphere conducive to library use and enjoyment
* Assist the Director or Librarian in Charge in enforcing the Library rules specified in Burlington Code of Ordinances §§ 21-27 and 21-43 and serve Notices of Prohibited Behaviors and Trespass against library users who violate these rules

(see <https://www.codepublishing.com/VT/Burlington/>)

* Deal with disruptive, offensive, or inappropriate behavior in a respectful and tactful manner
* Deal with unattended or under-attended children in a respectful, tactful, and kind manner
* Direct unruly persons out of the building
* Assist the Librarian in Charge in dealing with serious, suspicious, or troubling behavior
* Work and communicate with library staff, police and other public safety personnel
* Assist in emergency situations
* Safeguard library staff, customers, and property
* Patrol interior of building and exterior grounds with a focus on problem areas
* Participate in closing, vacating and securing library facility
* Maintain daily general record and statistical logs
* Check the restrooms for vandalism or inappropriate activities

The Library is looking for a cooperative working relationship with the Security firm, a relationship that allows for dynamic feedback and response to concerns, issues, or pairings of guards with locations that do not meet the library’s needs. The proposed scope of work should include periodic reviews with the Library Director or her or his designee and how security guards will be periodically reviewed. Please note that no part of the contract may be subcontracted.

The Library is open on all days except the following holidays: January 1, MLK Day, President’s Day, Town Meeting Day, Memorial Day, July 4, Bennington Battle Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, December 25. The days the Library is closed, including for holidays, may vary and are subject to change.

All work must be performed in accordance with applicable rules, regulations, codes, and ordinances of local, state, and federal authorities, including the City of Burlington’s Livable Wage Ordinance.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

**DEADLINE FOR RECEIPT OF PROPOSALS**

All replies and proposals in response to the Request for Proposals must be received in a sealed envelope clearly marked **Library Security Services** to the address and point of contact no later than **June 29, 2018** on the above due date at which time all submitted proposals will be publicly opened and recorded. Late proposals will not be accepted. Electronic proposals are preferred as long as they are received by the point of contact by the required deadline.

**QUESTIONS AND ANSWERS AND REVISIONS TO REQUEST FOR PROPOSAL**

The City will assume no responsibility for oral instruction or interpretation. Questions concerning this Request for Proposals should be directed in writing to:

Robert Coleburn

235 College St., Burlington, VT 05401

(802) 865-7218

RColeburn@burlingtonvt.gov

Any revisions, addendums and answers to questions received by the due date for questions will be sent to bidders via email. In addition, revisions will be posted on the City’s RFP web page <http://burlingtonvt.gov/RFP/>.

(802) 865-7218 or RColeburn@burlingtonvt.gov

**PROPOSAL FORMAT**

Bidders are encouraged to be concise. All proposals must include, but are not limited to the following:

1. Letter of Transmittal and two copies of the proposal if sent through the mail. If sent electronically, all documents shall be in .pdf format.
2. Proposed scope of work. Responses should provide a straightforward and concise description of the respondent’s capabilities to satisfy the requirements of this request.
3. Completed bid form and signature by authorized representative for the firm.
4. A description of your firm’s history and experience with providing security services, an explanation of the hiring process by which you vet the education, training requirements and backgrounds, including criminal history records, of employees, and a work history of up to four (4) related projects showing for each:
   1. Name, address and phone number for each client.
   2. Brief project description.
5. Qualifications of Staff. Resumes of key individuals who would be involved in the project. Resumes should adequately describe individual’s educational background and specific area(s) of experience and expertise, especially with regard to the project at hand.
6. Location of the office from which the management of the project will take place.
7. Signed and notarized Livable Wage and Union Deterrence certifications.

**PROPOSAL EVALUATION**

Proposals will be reviewed and evaluated by Library staff based on the information provided in the proposal. Additional information may be requested prior to final selection. It is anticipated that a decision will be made within 30 days of the due date. The selected consultant shall be willing to enter into an agreement similar to the **Draft** Agreement in Attachment B.

**REJECTION OF PROPOSALS**

Notwithstanding the above selection process, the City of Burlington reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract in the City’s best interests, including proposed contractor’s schedule. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

**CONTRACT REQUIREMENTS**

Bidders are advised to review the Draft Agreement and the Livable Wage and Union Deterrence Ordinances in advance of submitting a proposal. The City of Burlington reserves the right to alter or amend any or all of these provisions in the project contract.

**INDEMNIFICATION**

The successful bidder will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor’s acts and/or omissions in the performance of this contract.

The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

**LIMITATIONS OF LIABILITY**

The City of Burlington, Vermont assumes no responsibility and liability for costs incurred by parties responding to this Invitation to Bid or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract. Any costs incurred by the offeror in preparing or submitting a proposal are the offeror’s sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this RFP.

**OWNERSHIP OF DOCUMENTS**

Proposals, plans, specifications, basis of designs, electronic data, designs and reports prepared under any agreement between the selected contractor and the city shall become the property of the City. Records shall be furnished to the City by the Contractor upon request at any time, however the Contractor or Consultant may retain copies of the original documents.

**PUBLIC RECORDS**

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

**ATTACHMENT A – Bid Form**

**PROJECT: Library Security Services**

Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone/Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please provide the costs for your service in an hourly format based on the proposed hours stated in this RFP’s scope of work.

Hourly: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIDDERS MUST INCLUDE WITH THIS BID FORM SIGNED CERTIFICATES OF COMPLIANCE WITH LIVABLE WAGE AND UNION DETERENCE (Attached).

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

SIGNATURE

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

NAME

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

TITLE

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

DATE

**Draft Agreement**

**CITY OF BURLINGTON, VERMONT**

**CONTRACT AGREEMENT**

**FOR LIBRARY SECURITY SERVICES**

THIS AGREEMENT is made this day of , 2018, by and between the City of Burlington, VT, by and through its Library Department and hereinafter referred to as the CITY and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_ corporation, with its principal place of business in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the CONTRACTOR.

The CITY wishes to employ the CONTRACTOR for Library Security Services for the Fletcher Free Library, 235 College Street in Burlington, Vermont.

WHEREAS the CONTRACTOR is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these promises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONTRACTOR shall provide Library Security Services as set forth in Request for Proposals from the Fletcher Free Library dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the CONTRACTOR’S Response and Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_, which are incorporated herein and made a part of this Agreement. CONTRACTOR shall not subcontract any of the services called for in this Agreement.

1. TERM

To Be Determined.

3. THE AGREEMENT FEE

1. General. The CITY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement, payment at the rates specified in the CONTRACTOR’S response to the CITY’S request for proposals and proposal submitted dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. PAYMENT PROCEDURES

**Draft Agreement**

One copy of each invoice and backup documentation for expenses shall be submitted to:

Name

Title

Fletcher Free Library

235 College Street

Burlington, VT 05401

Invoices may be emailed to: \_\_\_\_\_\_\_\_\_\_\_\_@burlingtonvt.gov.

5. ATTACHMENTS

The following attachments are adopted by reference and made part of this Agreement:

ATTACHMENT A – CONTRACTOR’S response to CITY’S Request for Proposals and Proposal, dated \_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT B – City of Burlington Standard Specifications & Special Conditions

ATTACHMENT C - Insurance Certificate(s) from CONTRACTOR with the City of Burlington as an additional insured

ATTACHMENT D&F – Livable Wage Ordinance Form, Union Deterrence Form

ATTACHMENT E – Fletcher Free Library, Request for Proposals,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Entire Agreement and Amendments:

The parties acknowledge that this Agreement is the entire agreement between the parties and that there are no representations, inducements, arrangements, promises, or agreements outstanding between them, either oral or in writing, other than those. No provision of this Agreement shall be changed or modified except by a written instrument executed by both parties hereto.

If a provision in a document incorporated by reference conflicts or contradicts this Agreement, then the terms of this Agreement shall prevail. If a provision in the CONTRACTOR’S Response and Proposal conflicts with a provision in another attachment, then the other attachment provision shall prevail.

7. Binding Nature:

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

By:

Title:

Date:

**City of Burlington, Vermont**

By:

Mary Danko, Director of Fletcher Free Library

Date: