

City of Racine, Wisconsin
Request for Proposal for Security Services
Racine Public Library



City of Racine, Wisconsin

Request for Proposal (RFP) Schedule of Events	
June 27, 2019	RFP issued to Proposers
August 8, 2019 by 4:00pm	DUE DATE for RFP Proposals received after this time will not be considered.
August 2019	Evaluation team reviews proposers responses
Method of submittal	Mail Email Facsimile In-person
Submit Proposals to	Monica G. Santos - Purchasing Agent City of Racine Finance – Purchasing Department 730 Washington Ave. Room 105 Racine, Wisconsin 53403
Purchasing Contact	Office: 262.636.9143 Fax: 262.636.9100 Email: monica.santos@cityofracine.org

Applicants must submit one (1) original printed copy of the proposal. Proposals shall be submitted at the time and place indicated in the Request for Proposal and shall be submitted in a sealed envelope appropriately marked with the Proposal title and the name and address of the Applicant(s).

Section I: Proposal format:

- Letter of introduction on company letterhead to include company background, office location and mailing address, telephone and FAX numbers, and primary contact information including email address.
- Size of staff (at the local branch, if applicable) and license credentials.
- Staff training and certification programs
- A detailed outline of services to be provided

- Cost of services, per hour
- Minimum amount paid to Security Officers, per hour.
- A minimum of three references. Reference must include contract time frame, contact person for contract and telephone number, number of staff on site, and type of service provided
- Sample of Incident Report that would be provided to the Racine Public Library
- Statement of Insurance Coverage

Section II: General Information:

Serving the Racine area since 1897, the Racine Public Library offers a variety of materials and services to meet the informational, recreational, and educational needs of the community. The library sees approximately 21,000 people using the library each month.

The Library offers general collections of print and online materials, and provide study and meeting rooms, public use computers with printing services, and wireless internet. The Library also contains a small book store, stocked by the Friends of the Library.

The Library hours of operation are:

Monday – Thursday	9:00 a.m. – 8:00 p.m.
Friday – Saturday	11:00 a.m. - 4:00 p.m.

Hours for security services may differ from hours of operation; security service hours will be defined by contract; 15 minutes prior to opening and 15 minutes after closing. Hours for service will not include days the library is closed. Occasionally, the library may require security for special events at the library that are outside of these normal working hours.

Section III: Minimum Requirements:

In order to be considered for the contract described in this Request for Proposals (RFP) the applicant shall have two or more years of continuous experience in ownership, management or operation of security services, or other equivalent experience as accepted by library management. Applicants not meeting this minimum requirement will be disqualified and their proposal will not be considered further.

Section IV: Scope of Services:

The actual terms of the contract entered into shall be negotiated between the Racine Public Library Board of Trustees and the applicant whose proposal is selected. The term of a contract is anticipated to be two (2) years with an option to renew on an annual basis. The provisions that follow are to be incorporated into any contract unless it is stated and agreed to otherwise at the time of considering the initial proposal.

The primary role of library security services is customer service and assurance by providing uniformed unarmed security services during public hours. The scope of required services consists of:

- Maintain a friendly professional presence.
- Maintain an orderly atmosphere conducive to library use and enjoyment.

- Perform opening procedures for facility.
- Enforce Rules for Library Use (See attached).
- Deal with illegal, disruptive, offensive, or inappropriate behavior in a respectful and tactful manner as outlined by the library.
- Deal with unattended or under-attended children in a respectful, tactful and kind manner.
- Direct unruly persons out of the building.
- Assist staff with security issues as they arise.
- Safeguard library staff, customers, and property.
- Timely walk-throughs in facility and around exterior adjacent areas to confirm safety of customers, staff and facility. At least twice an hour.
- Perform in closing procedures, vacating and securing library facility.
- Maintain daily general record keeping, promptly documenting all incidents that occur while on duty.
- Check the restrooms for vandalism or inappropriate activities.
- Must be able to stand and walk for long periods of time.
- All guards that work at the library, including their immediate supervisor are required to attend a bi-monthly security meeting to be held at the library.
- Guards are not to leave the library building during their shift, with the possible exception of investigating something the parking lot or exterior of the building.
- There is no smoking the library; smoking is permitted in back of the building, but smoking breaks must be kept short and contact with library staff must be maintained.
- Lunch and other breaks must be taken in the staff lounge, contact with staff must be maintained, and guards must respond to calls during lunch and breaks.

The applicant whose proposal is accepted will be expected to provide all necessary equipment, uniforms and supplies; to insure and maintain timely and appropriate training of security personnel; to agree to indemnify and defend any and all claims arising out of the applicant's activity within the library; and to have knowledge of and comply with library policies and city ordinances. The contract will also contain a term that the City is not responsible for damage, loss or theft of property belonging to the applicant.

The applicant will agree that all of its logs and records and the contents thereof are confidential. The applicant will agree that it and its employees will direct any requests for security information to Library management.

The applicant will agree that upon request from the Library, will remove from service any of its employees who, in the Library's opinion, is guilty of improper conduct, as quickly as a qualified replacement can be made available.

Section V: Indemnification and Insurance Requirements

Substantially the following Indemnification language and Insurance requirements will be included in any contract awarded pursuant to this RFP:

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - As required by Wisconsin State Statute. Must carry coverage for Statutory Workers Compensation, and an Employers Liability limit of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease - Each Employee

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability- Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Section VI: Selection Process

The proposals will be reviewed by a library management. After reviewing the proposals, will make a recommendation to the full Library Board, who will then either approve or reject the recommended proposal. If a proposal is approved, the Library will provide prompt written notice to the chosen applicant of its selection by the Library Board. The chosen applicant and the Library will negotiate an agreement to be approved by the City Attorney's Office for the parties review and signature. If the negotiations between applicant and the Library are unsuccessful and/or no agreement is reached within forty-five (45) days of the written notice provided to the chosen applicant of its selection by the full Library Board, the Library may at its option select another proposal for recommendation to the full Library Board, and the Library Board may approve or deny the recommendation.

Evaluation criteria are as follows:

- The applicant's experience and background; 30%

- Applicant's references, 10%
- Commitment to training and professionalism of security officers; 25%
- Availability of staff to cover the required hours; 25% and
- Service cost. 10%

Section VII: Technical Assistance/Clarification

Any applicant requiring clarification of the information contained herein or has questions about the RFP should contact the City of Racine Purchasing Agent via email to:

Monica G. Santos, Purchasing Agent
E-mail: monica.santos@cityofracine.org

Interpretation or correction of the RFP will be made only by addendum sent to all who have received this RFP. The Racine Public Library will not be responsible for any other explanation or interpretations of the RFP. Any questions received at least three working days prior to the proposal due date will be responded to via email in the form of an addendum. Questions received later than four days before the proposal due date will not be addressed.

Any company may withdraw a proposal, via email or by written request, at any time prior to the proposal due date. No proposal may be withdrawn on the proposal due date or thereafter. No company will be allowed to submit multiple proposals.

The Racine Public Library Board of Trustees reserves the right to reject any and all proposals, to award a contract to the proposal that is in the best interests of the library as determined by the Library Board and to negotiate with any person submitting a proposal.