

**UNIFORMED, UN-ARMED AND ARMED SECURITY GUARD SERVICES
INVITATION FOR BID (IFB) NO. 6100022760
STATEMENT OF WORK**

CONTRACT SCOPE/OVERVIEW:

The Department of General Services is issuing this Invitation for Bid (IFB) for Uniformed, Un-armed and Armed Security Guard Services to satisfy the needs of all Commonwealth Using Agencies.

TERM OF CONTRACT:

The term of the contract will be five (5) years.

METHOD OF AWARD:

This will be a multiple award Contract. The Commonwealth will award a Contract to all responsible and responsive Bidders who meet the eligibility requirements. Award of a Contract only renders an awarded Contractor to be eligible to perform services under the Contract but does not guarantee that an awarded Contractor will receive any work under the Contract. Using Agencies shall select Contractors for required service based on a Best Value Determination.

PRICING:

Bidders must complete and submit with their bid, Attachment A, Price List by County. All charges including wages and benefits paid to the guards, cost of equipment, costs for supervision, overhead, insurance, etc., shall be included in the hourly rate. Contractors may not submit for payment surcharges of any type, i.e. mileage, etc.

PRICE ADJUSTMENTS:

Contractors may adjust their prices one (1) time every twelve (12) month period during the Contract term. Initial bid pricing shall be held from the Effective Date of the Contract until the end of the first 12 months. A Contractor seeking to update its price list shall submit to the Contracting Officer a letter, with an updated price list, sixty (60) days prior to the anniversary date of the Contract requesting approval. If approved, yearly pricing updates will not affect the pricing on any Purchase Orders issued prior to the approval of the price change. The Contractor shall itemize all hourly price changes in a clear and concise fashion. If approved, a change notice to the contract will be issued replacing the current price list with the updated price list.

The price adjustments may increase or decrease the price(s) of the contract items. Adjusted prices shall be in accordance with the Consumer Price Index Table 4. (Unadjusted percent change to the effective month/year of contract to preceding month/year) for Urban Wage Earners and Clerical Workers (CPI-W) for all U.S. Cities which is published by the U.S. Department of Labor, Bureau of Labor Statistics. Contractors can view Index Table 4 at <http://stats.bls.gov/news.release/cpi.t04.htm>, scroll to other goods and services sub-category, "Miscellaneous Personal Services". The Department will calculate the adjusted price as set forth below and publish the new pricing as a change notice on the Department's e-Marketplace.

For the purpose of this contract, the base price is defined as the final submitted bid price in response to this IFB. The base price index is defined as the most current CPI index published prior to the bid due date. The annual price index is the most current CPI index published prior to the beginning of the new pricing period.

To calculate price adjustments during the term of the contract, the annual price index is divided by the base price index. The result of this calculation is then multiplied by the base price establishing the new price for the new pricing period.

Example (all numbers shown below are for illustration purposes only):

As a result of an IFB, the base price for the awarded vendor is \$25.00. The base price index is 259.7 (based upon the most current CPI index published prior to the bid due date). On September 1, 2013, (the beginning of the first new pricing period), the annual price index is 282.6. The new price for the new pricing period is \$27.20 ($(282.6/259.7) \times 25 = 27.20$).

For the next new pricing period beginning September 1, 2014, the annual price index is 276.6. Accordingly, the new price for the year beginning September 1, 2014 is \$26.63 ($(276.6/259.7) \times 25 = 26.63$).

GEOGRAPHIC COVERAGE:

Bidders must complete Attachment B, Geographic Coverage, by identifying the counties of Pennsylvania in which you will provide services. This form shall be completed and submitted with your bid. Failure to do so may result in rejection of the bid.

At no time may a Contractor unilaterally change the locations of service under a Contract. Contractors may, on an annual basis, add or remove locations of service. All requests for addition or deletion of locations must be approved in advance by the Contracting Officer. Contractors must submit a request sixty (60) days prior to the anniversary date of the Contract requesting approval.

REQUIREMENTS:

- The Contractor(s) shall provide using agencies with services as specified in the Purchase Order.
- Contractor(s) must provide sufficient numbers of security guards to ensure coverage of all posts. This must include back-up security guards to cover absences by regularly scheduled personnel.
- If un-armed service is requested, neither the Contractor nor the Contractor's employees or its designees may have firearms of any type on the premises. Agencies may require guards to carry nightsticks, radio equipment and other equipment that is necessary to function effectively, while on duty.
- Work hours shall be determined by the requesting agency. If twenty-four (24) hour coverage is required, the Contractor(s) shall invoice the agency at straight time rates for three (3) shifts. Services may be performed inside, outside or both depending upon the requirements of the requesting agency.
- Agencies may require the presence of Contractor(s) supervisors on-site daily as determined by the agency. A personnel supervisor must be immediately available, however, for response to any emergency situation, regardless of routine visits to the premises by a supervisor.
- Requesting agencies may also require periodic meetings (e.g. weekly, monthly) with the guards and/or supervisors. Agencies reserve the right to interview prospective guards prior to assignment. Specific work instructions shall be worked out between the Contractor(s) and the requesting agency. All services shall be performed at straight time rates. Commonwealth agencies may require, at their discretion, additional time by assigned guards when unforeseen events warrant. At that time over-time rates shall be prorated to the quarter-hour. These events may or may not be known in advance. If known in advance, an agency shall give at least five (5) Commonwealth business day's notice to the Contractor(s). If an emergency presents itself (e.g. adverse weather conditions), payment shall be made only for those hours actually

worked. No payment will be made on days the workplace is closed, unless service is required by the agency. The Contractor(s) shall be responsible for the neat and clean appearance of its guards. The Commonwealth will not provide any clerical or administrative support or permit the storage of any equipment on the premises.

- The Contractor(s) shall certify that all Uniformed Un-armed or Armed Security Guards provided under this Contract, are qualified personnel trained by the Contractor in accepted security practices and standards.
- All guards shall wear the same color and style of uniform. Shoulder patches, identifying the Contractor, shall be on the coat, shirt and/or jacket. Guards shall be required to wear a name tag. Uniforms shall be easily distinguishable from federal, State or local police departments.
- Guards shall be familiar with bomb threat and fire prevention procedures. Guards shall have been trained in the Red Cross Standard First Aid Course (8 Hours) referred to as the Multi-Media Course.
- Guards may be required to perform additional tasks in addition to their normal guard duties, i.e. direct visitors to proper areas inside or outside of the building, escort visitors to certain areas/offices or distribute handouts to visitors that are appropriate to the agencies business.
- Contractor(s) shall orient new guards as to tours of duty and regulations. Upon written request, the Contractor(s) shall rotate the guards to prevent fraternization. Guards are not permitted to leave the premises during their tour of duty. Meal and rest breaks shall be negotiated between the Contractor(s) and the requesting agency.
- A guard who must appear in court or file a complaint with local authorities in relation to an incident on Commonwealth premises while performing as a guard shall be compensated for the time at the normal hourly rate.

COMMUNICATION EQUIPMENT:

The Contractor(s) must provide their assigned guards with communication equipment (excluding telephones) with the capability of maintaining direct contact between the guard and the guards' immediate supervisors. The Contractor's office must be equipped with a base station to communicate with supervisor mobile units and the appropriate police/fire station or medical emergency unit for emergencies requiring assistance.

SECURITY GUARD REQUIREMENTS:

All guards provided under this Contract shall have the following minimum work experience and education: High School Diploma/GED, ability to read and understand and apply printed rules and detailed orders, ability to meet and deal with the general public, ability to maintain poise and self-control under stress, able to write clear, accurate and detailed reports as required by the agencies, ability to meet all health and physical fitness requirements, including testing free of drugs. Guards shall be trained in basic security guard duties. Guards must have attained a minimum age of twenty-one (21) years.

If armed guards are required the guards shall be proficient in the use and safe handling of a fire arm and qualified by Act 235 training. All armed guards shall have received training and licensing in accordance with Act 235 of the General Assembly of the Commonwealth of Pennsylvania, October 10, 1974 as amended (Lethal Weapons Training) and such training and licenses as may be required under laws now in effect or may be enacted later. If an agency requests armed guards, the Contractor shall provide a copy of their most recent Act 235 training certification to the requesting agency.

CRIMINAL RECORDS:

The Contractor must, at its expense, arrange for a background check for each of its employees who will have access to Commonwealth facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form. The background check must be conducted prior to initial access to any Commonwealth facilities by an employee and annually thereafter.

Before the Commonwealth will permit a Contractor Employee access to Commonwealth facilities, the Contractor must provide written confirmation to the Commonwealth agency that the background check has been conducted and the results of that background check. If, at any time, it is discovered that a Contractor Employee has a criminal record that includes a felony or misdemeanor involving terroristic threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access, unless the Commonwealth consents, in writing, prior to the access being provided. The Commonwealth may withhold its consent at its sole discretion. Failure of the Contractor to comply with the terms of this paragraph may result in default of the Contractor under its contract with the Commonwealth.

If an agency to which a Contractor Employee is assigned requires additional background checks, the Contractor will comply with those requirements.

ELIGIBILITY REQUIREMENTS:

Bidders are required to electronically submit the following items electronically with their bid.

- 1) Attachment A, Price List by County
- 2) Attachment B, Geographic Coverage
- 3) Attachment C, Domestic Workforce Utilization Certification
- 4) A legible copy of valid Pennsylvania Private Detective License issued to Contractor pursuant to the "Private Detective Act" (Act of August 21, 1953, as amended).
- 5) The number of certified armed guard personnel on staff or on-call who are Act 235 lethal weapons certified
- 6) Three (3) references (within the last two (2) years) of security jobs performed

BEST VALUE DETERMINATION:

Using Agencies will be required to solicit quotations from all Contractors who can provide the required services and in the desired county. Contractor price quotations for the required services shall be evaluated in order to make a best value determination. The best value quote shall be the lowest price quote that meets the service requirements and all other aspects of the price quotation request. Awarded Contractors may not quote a higher rate than that provided in Attachment A; however, Contractors may offer lower rates to the Using Agencies.

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION: To the extent that any services could be performed outside of the geographical boundaries of the United States, the Bidder will be required to certify that those services will be performed exclusively within the geographical boundaries of the United States or specify the percentage of the direct labor that will be performed outside of the United States. The certification form, Attachment C, is included with the IFB and must be completed by the Bidder. The Contracting Agency will use the certification in making a best value selection.

BLANKET PURCHASE ORDERS (PO):

Commonwealth Using Agencies may issue Blanket Purchase Orders against this Contract. Such orders may cover all anticipated requirements for a set period of time (i.e. a month, quarter, or year.) The maximum period of time of a PO shall be is one year. These POs

constitute the Contractor's authority to perform the services at the Using Agency site(s). All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Purchase Order and the Contract. The period of performance under any Purchase Order can extend beyond the expiration date of the Contract, but cannot exceed the performance time periods specified in the Contract. While no Purchase Orders can be issued under the Contract after the expiration date of the Contract, the Contract does not expire and continues to be in effect for all existing Purchase Orders until the performance time periods of the existing orders have expired. Each Purchase Order by reference to the Contract incorporates all terms and conditions set forth in the Contract. No Terms and Conditions provided by Contractors shall apply.

REPORTS:

Agencies may require weekly, daily or monthly written reports depending upon the incident(s) and requirements of the agency or local management. Reports shall include the date, time and location of the incident; the name(s) of the parties involved a description of any possible offense(s) committed, the name of the local police/fire department and the name(s) of arresting/assisting personnel. The exact style of the report will be determined by the contracting agency. Contractor(s) shall attach police and/or fire incident reports to the written reports. Incidents involving Commonwealth employees are to be immediately reported to agency contact personnel.

If an incident involves a Commonwealth employee, the employee should not be detained. The exact style of the report will be determined by the requesting agency. Suspicious incidents and fire should immediately be reported to local police or fire departments, as appropriate, unless other instructions are prescribed by the requesting agency.

ENDORSEMENTS:

Contractors shall not advertise or publicize in any way a written or verbal endorsement that their equipment and/or services are being used by the Commonwealth of Pennsylvania without the written approval of the Department of General Services.

SUPPLEMENTAL BIDS:

The Commonwealth reserves the right to issue supplemental bids to add qualified Contractors. Supplemental bids may be issued at each renewal period if it is determined to be in the best interest of the Commonwealth.

CONTRACTING OFFICE:

This contract is administered by the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement. All inquiries should be referred to:

Jeff Henry, Contracting Officer
Department of General Services
Bureau of Procurement,
6th Floor 555 Walnut Street
Harrisburg, PA 17101-1914
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