



**REQUEST FOR PROPOSALS**  
**UNARMED SECURITY SERVICES**

**Bid#: ACS-01-2021**

Submit Proposals to:

James H. Gailey, County Manager  
142 Federal Street, Suite 100  
Portland, Maine 04101

Deadline:

**2:00 PM Wednesday, February 10, 2021**

## TABLE OF CONTENTS

Introduction.....	3
Purpose of RFP.....	3
Statement of Work.....	3
Submission.....	3
Hours & Day of Operation.....	4
Anticipated Contract Term.....	4
Work Schedules/Deployment.....	4
Contract Rates.....	4
Supervision.....	4
Security Guard Overtime.....	5
Holidays.....	5
Contractor’s Contract Manager .....	5
Personnel.....	6
Background Investigations.....	6
Experience Requirements.....	6
Contractor Furnished Items.....	6
Employee Termination.....	7
General Requirements and Qualifications.....	7
General Performance Requirements.....	7
Security Guard Duties, Restrictions and Obligations.....	8
Contractor’s Insurances.....	9
Reporting Requirements.....	10
Federal Requirements.....	10
Bid Form.....	13

## **I** **INTRODUCTION**

The County of Cumberland County has been tasked with possibly opening up the Cross Insurance Arena for the development of an Alternative Care Site for recovering COVID-19 patients from area hospitals. The Arena will be transformed into a remote hospital setting, requiring similar type of services that a hospital would provide. Patients at this Care Site will be those who are on the end of their COVID-19 exposure and transitioning out of the hospital to either a rehabilitation center or home.

The opening of an Alternative Care Site will require 24/7 security at perimeter doors and in the patient area. There is upwards of six (6) staff needed per eight (8) hour shift. The Cross Insurance Arena has unarmed event security staff, which will be used to cover shifts at the facility. The successful Contractor will be supplementing staffing at the Arena during those shifts in need of being filled. As not all arena personnel are available.

It is the County's intentions of providing PPE for those individuals who are assigned in areas of patients.

### **Purpose of the RFP**

This RFP is designed to obtain proposals from qualified organizations who can provide unarmed security guard services to the Cross Insurance Arena building during activation of the hospital's Alternative Care Site (ACS).

### **Statement of Work**

Contractor shall be expected to add capacity to already existing arena unarmed event security staff during the duration of the ACS activation. Contractor shall be able to provide unarmed uniformed Security Guards that are trained and certified, courteous and equipped professionals. Security Guard services requires services twenty-four (24) hours per day, seven (7) days per week. The hours and days may change based on the needs of the Alternative Care Site.

Posts would include access points and patient floor.

### **Submission**

Proposals will be accepted by email or by mail/hand delivery. Assurances are given that confidentiality is of importance. Proposals will be received by James Gailey, until 2:00 PM on Wednesday, February 10, 2021. Proposals will be publicly opened immediately following the time proposals are due. Proposals must be submitted to

[gailey@cumberlandcounty.org](mailto:gailey@cumberlandcounty.org) or be delivered to his attention at 142 Federal Street, Suite 100, Portland, Maine 04101. Physical copies must be received, not postmarked by the time/date given above.

### **Hours and Days of Operations**

The Contractor hours and days of operation may vary based on need. It is anticipated that the ACS will be staffed by 6 unarmed personnel per 8 hour shift. The ACS will be a 24-hour facility. Contractor may be required to work on County-recognized holidays.

A weekly schedule will be developed, outlining the need for Contractor security. In some instances, it may be required that a more immediate need for coverage would be requested.

### **Anticipated Contract Term**

The contract term is dependent upon hospital activating the ASC and the timeframe they do so. The duration of the contract is dependent upon the length of time the ACS is open during the COVID-19 pandemic.

### **Work Schedules/Deployment**

Contractor shall have discretion over the deployment of Security Guards and as long as service levels and requested posts are met. Contractor shall maintain a continuously updated deployment roster, which shall be incorporated herein by this reference, and submit a copy upon request.

In the event that County requires additional service hours or service days due to temporary changes in workload or other urgent needs of Alternative Care Site, Contractor Project Manager shall work with County to develop a plan to meet the new requirements and County will prepare a Change Order to the Contract.

### **Contract Rates**

The Contractor's rates shall remain firm and fixed for 120 days after award of contract and should remain in effect during the term of the contract.

Proposals submitted in response to the RFP shall contain the rates for the Contract term.

### **Supervision**

Security Guards will be supervised by arena operational staff.

In the event that a Security Guard must leave during the workday, Contractor shall send a replacement Security Guard within one (1) hour or less of the Security Guard absence, with the replacement Security Guard completing the remaining work schedule. In the event that a Security Guard Supervisor replaces a Security Guard, Contractor shall bill the County at the Security Guard rate. The one (1) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement at the Arena immediately upon notice of an Open Post.

### **Security Guard Overtime**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime,

### **Holidays**

When twenty-four (24) hour/seven (7) day a week coverage is required.

Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guards hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards.

Contractor shall provide County Contract Administrator with a list of Contractor-recognized holidays for the following calendar year as soon as they become known.

### **Contractor's Contract Manager**

Contractor shall provide a full-time Contract Manager or designated back-up. County must have access to the Contract Manager during all hours.

Contractor shall provide a telephone number where the Contract Manager may be reached on a regular basis.

Contractor's Contract Manager or back-up shall act as a central point of contact with the County. Contractor's Contract Manager or back-up shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

## **Personnel**

Contractor shall have the flexibility and capability to provide varying numbers of Security Guards.

## **Background Investigations**

All unarmed Security Guards providing services under the Contract, shall be required to have undergone and passed a background investigation, as a condition of beginning and continuing to work under the Contract.

## **Experience Requirements**

Contractor shall provide personnel who meet the following experience requirements:

### **Contractor Project Manager**

Contractor Project Manager shall have a minimum of five (5) years' experience within the last five (5) years providing security project management services, equivalent or similar to those required in this Contract.

### **Security Guard**

Security Guards shall have one (1) year unarmed security experience.

### **Military Service**

Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's job history.

## **Contractor-Furnished Items**

All furnished items, with exception of PPE, shall be provided by the Contractor.

Contractor shall ensure that all on-duty Security Guards wear uniforms signifying that they have authority to maintain order. Uniforms shall be the same for all assigned Security Guards, unless an exception is required or approved by the County Contract Administrator.

Contractor shall provide all employees providing services under the Contract with a County-approved photo identification card. Photo Identification Badge, with name, to be in the immediate possession of employee, and visibly displayed while on duty. Contractor identification card may be subject to County approval and shall contain a graphic of the appropriate badge, Contractor name, and at least the following identifying information and specifications:

1. Recent photograph of the employee (within last five years);
2. Full name of employee, employee number, and title;
3. The card should be approximately 3 ½ inches wide by 2 ½ inches high;
4. The completed card must be laminated securely both front and back.

### **Employee Termination**

Contractor shall notify County within one (1) Business Day when staff is terminated from providing services under this Contract. Contractor shall retrieve the Contractor photo identification card within the next Business Day after the employee has been terminated or County has revoked clearance.

### **General Requirements and Qualifications**

Security Guards shall possess basic writing skills and computer knowledge for note-taking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees, and the ability to accept responsibility and work independently.

Security Guards must be at least twenty (20) years of age to provide services under the Contract.

Security Guards shall be in good physical condition and shall be able to carry out all work requirements specified in the Contract.

When starting work at the Cross Insurance Arena that is new to the Security Guard, the Security Guard must receive site-specific training, provided by the Contractor, as applicable, prior to beginning work under the Contract.

### **General Performance Requirements**

Security Guards are required to perform the following general performance work requirements:

Security Guards shall not read, or use personal radios or televisions at their Posts at any time.

Security Guards shall be in approved uniform, punctual, remain awake, alert, and attentive during their shifts, without exception in accordance with General and/or Site-Specific Post Orders.

Security Guards shall report to work in approved uniform attire. Uniforms/Identification Badges of this required equipment/accessories.

Security Guards shall not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.

Security Guards shall present a professional demeanor at all times. Excessive socializing with the public, County/Hospital employees, patients or other Security Guards during working hours is prohibited.

Security Guards shall have a good working knowledge of self-defense and lawful public restraint procedures.

Security Guards shall react immediately and take command of security incidents and use sound judgment and discretion in handling unruly visitors to the Arena.

Security Guards shall follow all Federal, State and local laws that apply to the provision of security guard services.

### **Security Guard Duties, Restrictions, and Obligations**

Security Guards shall be familiar with the location of and duties contained herein that included, but are not limited to the following:

Sign-in and sign-out each day using a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at the Administration desk. Guards shall report to work on time and hold over on assigned duties until relieved.

Physically intervene, in accordance with all legal restraint requirements, when necessary to prevent injurious acts to persons or property, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.

Property will not be stored or taken into temporary custody by any security guard. Security guards will not sign any document nor facilitate any County client department in this practice. Only contraband items resulting in an arrest shall be confiscated. These items will only be released to a handling police officer.



Visually screen packages and parcels carried in and out of an Arena to secure against theft and prepare written records of contents.

Lock and unlock gates and doors as directed in Site-Specific Post Orders.

Ensure that only authorized personnel are permitted access to closed or restricted areas and detain unidentified or unauthorized individuals. Visually inspect all persons, including Hospital/County employees, for proper identification and require such individuals to sign in and sign out the Arena.

Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel.

Respond to scene of disturbance and/or locally-activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.

Monitor building alarm systems and panic alarm systems, electronic surveillance equipment, such as closed-circuit television (CCTV) monitors in building as required in Site-Specific Post Orders.

Receive training in the use of County-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by County. Such equipment stays at the facility at all times.

### **Contractor Insurances**

The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. It is a requirement that the "COUNTY OF CUMBERLAND" specifically be named as an Additional Insured on the General Liability and Automobile Liability policies. "Certificate Holder" is hereby named as additional insured" is NOT acceptable.

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

### **Workers' Compensation Insurance**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A: Statutory  
Coverage B: \$100,000/\$500,000/\$100,000

### **Professional Liability**

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

### **Reporting Requirements**

Contractor and/or Contractor employees shall prepare, submit, and maintain documents and reports pursuant to the Contract.

### **Invoices**

Contractor shall furnish to County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation.

### **Daily/Weekly Reporting Documents**

Contractor shall maintain Daily Activity Reports (DAR) where services are provided. The completed Sign In/Out Sheets shall be submitted with monthly invoices to County Contract Administrator, or designee, for review.

### **Federal Requirements**

#### **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by Cumberland County under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient

or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

*Maine*

# Cumberland **County**

## Executive Department

### **Submittal – Bid Form**

Base bid: These specifications in addition to and/or in place of similar paragraphs in the Instructions to Bidders are intended to cover the **Base Bid: Unarmed Security Personnel**. The contractor shall furnish the equipment items stated herein.

#### Unarmed Security Personnel

Hourly Rate \$ \_\_\_\_\_

Premium Rate \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Availability & Duration: \_\_\_\_\_

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the company. Additionally, the undersigned declares that he/she has carefully examined all the items of the specifications and instructions and that he/she fully understands the requirements of same.

Authorized Representative's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title of Signatory \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone#/Fax# \_\_\_\_\_ Email address \_\_\_\_\_