

Public Records Request #2214

The following materials have been gathered in response to public records request #2214. These materials include:

- RFP #269-20180713-561: Transit Security Services
- RFP #269-20180713-561: Transit Security Services – Addendum #1
- RFP #269-20180713-561: Transit Security Services – Addendum #2
- RFP #269-20180713-561: Transit Security Services – G4S Secure Solutions (USA) Inc.
- RFP #269-20180713-561: Transit Security Services – Evaluation Committee Summary

This information was provided as a response to a public records request on 5/6/19 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree
Citywide Records Program Manager
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Cheyenne.Flotree@charlottenc.gov

Amelia Knight
Public Records Specialist
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Amelia.Knight@charlottenc.gov

REQUEST FOR PROPOSALS

TRANSIT SECURITY SERVICES

RFP # 269-20180713-561



CHARLOTTESM



**CITY OF CHARLOTTE
NORTH CAROLINA**

JULY 13, 2018

REQUEST FOR PROPOSALS
RFP # 269-20180713-561
Transit Security Services

July 13, 2018

Dear Sir or Madam:

The City of Charlotte, North Carolina, is now accepting Proposals for Transit Security Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held **on July 24, 2018 at 10:00am (ET)**, at the CATS South Tryon BOD Facility, 3145 S. Tryon Street, Charlotte, N.C. 28217, Training Room 251/252, to be followed by an optional facilities tour. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 2.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Edward Pullan at epullan@charlottenc.gov..

All Proposals are due to the CATS, Procurement and Contracts Management Section, CATS South Tryon BOD Facility, 3145 South Tryon Street, Charlotte, N.C. 28217, **no later than Thursday, August 2, 2018 at 3:00p.m. (ET)**.

One (1) electronic copy of the Proposal on a CD or flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus seven (7) **copies** of your Proposal must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Edward Pullan
[Name of Company Submitting Proposal]
Transit Security Services
RFP # 269-20180713-561

RFP questions must be directed to Edward Pullan, CATS Procurement and Contracts Section, per the enclosed instructions in Section 2.3. The City is an equal opportunity purchaser.

Sincerely,

Edward Pullan
Senior Procurement Officer
CATS Procurement and Contract Management Section

cc: RFP Project Team
RFP file

Checklist for submitting a Proposal:

Step 1-Read the document fully.

Step 2-If you plan on submitting a Proposal then e-mail **Form 1 in Section 6** to the number listed on the sheet.

Steps 3-If you have any questions send them before the deadline listed in **Section 2.3**.

If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.

Proposal Copies - Please provide the specified number for each format

- 1 Copy on CD or flash drive
- 1 Copy marked "Original"
- 7 Copies marked "Copy"

Proposal Format - Proposals should be formatted as follows:

- Cover Letter per **Section 4.1.1**
- Proposed Solution per **Section 4.1.2**
- Section 6, Form 2, Addenda Receipt Confirmation**
- Section 6, Form 3, Proposal Submission**
- Section 6, Form 4, Pricing Worksheet**
- Section 6, Form 5, M/W/SBE Utilization**
- Section 6, Form 6, Company Background and Experience**
- Section 6, Form 7, References**
- Exceptions to any part of the RFP or Contract (If you take any exceptions to anything in this document list it in a category in your Proposal called "Exceptions" and offer an alternative solution).

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in the "Sample Contract (Section 8, Item#29).

It is the Company's responsibility to check www.ips.state.nc.us for any addenda or changes to this Project. Search for **RFP # 269-20180713-561 to find if any documents or changes have been posted.**

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Section 1

Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for transit security services.

1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>CATS:</i>	Refers to the Charlotte-Area Transit System, a department of the City.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.
<i>Charlotte Transportation Center (CTC):</i>	Refers to the City's primary Transit Center.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Project Manager:</i>	Refers to a specified City employee representing the City's best interests in this Project.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

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<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Department:</i>	Refers to a department within the City of Charlotte.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

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Introduction and General Information

<i>Post Order:</i>	The rules Security Personnel must follow at any given post.
<i>Project:</i>	Refers to the City's need for a service provider to provide transit security services for the City.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Report Crimes:</i>	Any crime that is required to be reported to the FBI Uniform Crime Reports.
<i>Security Personnel</i>	Refers to Company Police and Security Guards
<i>Services:</i>	Refers to the transit security services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goals:</i>	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow

Introduction and General Information

charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

Use of Force: An action requiring pepper foam, asp baton, weapon, or ‘hard use’ of hands involving strikes or kicks.

Women Business Enterprise (WBE): Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.

Work Product: Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section 2.

1.4. City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 1.4.2. To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 1.4.3. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.4. To waive any defect or irregularity in any Proposal received;
- 1.4.5. To reject any or all Proposals;

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Introduction and General Information

- 1.4.6. To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 1.4.7. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.8. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 1.4.9. To terminate discussions and negotiations with any Company at any time and for any reason.

1.5. Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.6. Proposal Conditions.

The following terms are applicable to this RFP and the Company's Proposal.

1.6.1 RFP Not An Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.6.2 Trade Secrets and Personal Identification Information

Definition.

Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section 1.6.2 by clearly separating them from the rest of the Proposal. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

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Availability of Proposals to City Staff and Contractors.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

1.6.3 Amendments to RFP.

If the City amends this RFP, addenda will be posted to the IPS website at www.ips.state.nc.us, RFP# 269-20180713-561. Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

1.6.4 Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

1.6.5 Proposal Binding for 180 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

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- 1.6.6 Charlotte Business INclusion Program.
Pursuant to Charlotte City Council’s adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City’s contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.
- The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.
- The City intends to negotiate utilization of MWSBE(s). The Company is required to submit Section 6, Form 6 attached herein. Failure to submit this form with the Proposal shall render the Proposal non-responsive.
- 1.6.7 Subcontracting.
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.
- 1.6.8 Equal Opportunity.
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.9 Use of City’s or CATS’ Name.
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.6.10 Withdrawal for Modification of Proposals.
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked “**Modifications to Proposal.**” No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).
- 1.6.11 No Bribery.
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the

Section 1

Introduction and General Information

foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

1.6.12 Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section and Section 3.7, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An “exception” is defined as the Company’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as in Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company’s solution, must be described in detail.

1.6.13 Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.6.14 Companies’ Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company’s own risk.

Section 2

Procurement Process

2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
JULY 13, 2018	<i>Issuance of RFP.</i> The City issues this RFP.
JULY 23, 2018	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email listed in Section 2.3.
JULY 23, 2018	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.3 by 2:00p.m. (ET)
JULY 24, 2018	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 2.4 at 10:00a.m. (ET)
JULY 27, 2018	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> are due by 12:00noon (ET)
AUGUST 2, 2018	<i>Proposal Submission.</i> Proposals are due by 3:00p.m. at the Procurement Management Division, listed in section 2.3.
AUGUST 2018	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
TBD	Optional Finalist Interviews/Recommended Award
SEPTEMBER 24, 2018	<i>Contract Award by Council.</i>
OCTOBER 11, 2018	<i>Services commence.</i> Company begins providing the Services at 12:01a.m.

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via email by July 23, 2018 using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Email a copy of the completed and signed form to the email address or number below. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

2.3. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods,

Section 2

Procurement Process

Companies should refrain from contacting City staff prior to the Proposal deadline. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

Edward Pullan, Sr. Procurement Officer
CATS Procurement and Contract Management
CATS South Tryon BOD Facility
31545 South Tryon Street
Charlotte, NC 28217
RFP # 269-20180713-561
E-mail: EPullan@ci.charlotte.nc.us

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **2 p.m. on July 23, 2018.**

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 2.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at <http://charlottenc.gov/DoingBusiness/pages/ContractOpportunities.aspx> and www.ips.state.nc.us, referencing solicitation # 269-20180713-561. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

2.4. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **July 24, 2018 at 10:00a.m. (ET)**. The meeting will be held at the CATS South Tryon BOD Facility, 3145 S. Tryon Street, Charlotte, N.C. 28217, Training Room 251/252.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Procurement Officer identified above in Section 3.2 in advance of the conference date and time identifying the special accommodations required.

2.5. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP. One (1) electronic copy on a CD or flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus seven (7) copies shall be submitted to the address listed in Section 2.3 above by **August 2, 2018 on or before but no later than 3:00p.m. (ET)**. The original Proposal and each of the copy/ies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Section 2

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Due to security measures at the CATS South Tryon BOD Facility, your sealed box(es), including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person.

Do not arrive at the Procurement Management Division on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

2.6. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.7. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

2.8. Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

2.9. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

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Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

3. SCOPE OF WORK

3.1 GENERAL SCOPE

CATS seeks Proposals from police/security firms experienced in providing police/security services in the public sector (*preferably* in public transit), including Sworn Company Police, unarmed security guards, and dispatchers (Security Personnel).

Maintaining a secure transit environment is CATS' top priority. The Company will be expected to assist the travelling public, visitors and the citizens of Charlotte and maintain good order by enforcing the fare payment policy, enforcing applicable laws, ordinances, and regulations and render assistance to the public and to first responders at all times and especially during any emergencies.

The security services under this Contract will include security coverage for revenue collection, transit facilities and assets, including the entire light rail and streetcar systems consisting of vehicles, station platforms, access areas, and park-n-ride and garage facilities. Also included are CATS Bus Transit Centers with particular emphasis on the Charlotte Transportation Center (CTC) and other CATS' facilities (See Section 3.3-H, "Site Specific Requirements"). It specifically does not include any areas (such as a public street) that the City does not have legal control of or own.

The Company will be responsible for providing highly qualified, professional, alert, diverse and proactive police/security personnel with an emphasis on customer service and ambassadorship. All Security Personnel assigned to the CATS contract shall not work on other accounts without CATS written consent and, even with consent to work on other accounts, shall not work on other accounts as part of their normal duty day. The security services shall be continuous, regardless of weather, disaster, or threatened or actual organized labor action, 24 hours a day, 365 days a year.

A. Period of Performance:

- (1) Period of Performance: Subject to the termination provisions in the Contract, performance shall commence on the date specified in the City's Notice to Proceed (estimated to be October 11, 2018), and shall extend for a period of three (3) years. **Pricing is to be fixed for this term of the Contract.**
- (2) Optional Contract Period Extensions: The City shall have the right to extend the Contract for up to two 1-year optional extensions. Requests for price increases may be considered in the first option year only.

B. Staffing & Jurisdiction

- (1) Current Staffing Levels: The current staffing levels are Sworn Company Police (88), Unarmed Security Guards (34), and Dispatchers (7), and are considered to be the minimum staffing levels for the duration of this Contract unless otherwise agreed to by CATS and the Company.
- (2) Jurisdiction: The Company's security personnel will have jurisdiction **only** on real property owned or in possession or control of the City for public transit and will work at all times in close coordination with the Charlotte Mecklenburg Police Department (CMPD) primarily through its Transit Liaison Unit.

3.2 COMPANY REQUIREMENTS.

All Company Police and Security Guards must be knowledgeable of all responsibilities of their post and be able to effectively interact with the public. The Company shall be responsible for the supervision of all Security Officers assigned to the Contract, including but not limited to enforcement and compliance with all Post Orders. Failure to provide adequate supervision may result in Contract termination. The Company shall establish a chain of command reporting structure and provide the structure to the CATS Project Manager for approval. Any modification or change to the chain of command must be reported immediately to the CATS Project Manager.

The Company shall assign a full-time Company Project Manager to oversee its security services and be a single point of contact for CATS. This Company Project Manager will operate out of offices at a CATS-owned facility, and perform all duties necessary to assure contractual compliance. The Company shall have a supervision program in place to provide physical supervision for all posts. All supervisory checks will be documented and turned into the CATS Project Manager on a regular basis.

In addition, the Company shall designate a shift supervisor on duty for all shifts. The Company Project Manager shall review all incident reports and individual officer time sheets for accuracy. All Security Personnel incident reports shall be submitted into the **CATS Record Management System (RMS)**. Timesheets shall be submitted with each invoice and shall detail all worked hours for each officer and shall be signed by the individual officer and the Company Project Manager.

The Company shall ensure that all Security Personnel maintain an excellent appearance, professional demeanor, integrity, and attention to duty. The Company must have a progressive discipline policy and must investigate all “use of force” and alleged incidents of misconduct or excessive force. Investigations are to include compliance with Company internal policies and applicable law.

In the event of a Company Police Officer or Security Officer “no-show” or failure to appear on time for duty or court, the Company shall provide post coverage within one (1) hour of notification with a qualified replacement for that location, and a written report regarding failure to appear for court. The Company Project Manager shall notify the CATS Project Manager.

Any complaints lodged against the Company shall be referred to the Company Project Manager to investigate. A written notice of the complaint with the basic facts and circumstances of the complaint shall be submitted to the CATS Project Manager within three (3) business days from the receipt of the complaint. Afterwards and within a reasonable time to be set by the CATS Project Manager, a full written report showing the disposition of the complaint and any corrective action taken shall be submitted to the CATS Project Manager.

Any “use of force” by a Company Police Officer or Security Officer shall be immediately reported by the Command staff or shift supervisor to the CATS Project Manager. Afterwards, and within a reasonable time to be set by the CATS Project Manager, a full written report showing the review and disposition of the “use of force” and any corrective action (if taken or necessary) shall be submitted to the CATS Project Manager.

The Company shall adhere to Post Orders developed for each post assignment. Post Orders will be jointly developed by CATS and the Company based on CATS determined

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minimum requirements. Company participation in the development of Post Orders is incidental to the Scope of Work; no additional payment will be made by CATS. The Company shall develop Post Orders and have the Post Orders in place prior to the Contract officer deployment date. Post Orders are incorporated into this Contract by reference, any failure to comply with Post Orders may result in Contract termination.

The Company shall develop and implement a Post summary log for each Post that shows the officer that worked each shift, the hours of each shift, sign-in and sign-out of each officer, and a signature certification by the Company's supervisor verifying that the summary log is correct and accurate. The Company shall submit this log with their invoices.

The Company is responsible for ensuring that Company Police and Security Officers are available for court appearances on their designated date and are fully trained on how to testify in court. The Company is responsible for keeping track of all court judgments and for making them available to CATS upon request.

The Company will be responsible for its employees' full compliance with all applicable City and CATS Policies including, but not limited to, the City's "Information Security Policy" (ADM16) and "Protection of Restricted Data Policy" (ADM13).

The Company must have a written procedure and a secure location for the handling and storage of any items of evidence.

The Company is to have its legal counsel annually review its internal policies and provide CATS with a letter verifying compliance with the policies that were provided to CATS and to the requirements of the Contract.

The Company shall be responsible for establishing and implementing a drug and alcohol testing program for its employees that complies with 49 CFR Parts 40 and 655, producing any documentation necessary to establish compliance with Parts 40 and 655, and permitting any authorized representative of the Federal, State or local government to inspect the facilities, records, and testing process associated with the Company's drug and alcohol testing program as required under 49 CFR Parts 40 and 655. The Company must further agree to annually prepare and maintain a summary of the results of its drug and alcohol testing program for the previous calendar year and submit that summary report before February 15th each year to CATS' Project Manager. The Company must use the Management Information System (MIS) form as required by 49 CFR part 40, § 40.25 and Appendix H. By executing this Contract, the Company certifies compliance with the applicable requirements for drug and alcohol testing programs.

The Company must provide driver training and conduct an annual DMV license background check on any of its employees operating a patrol vehicle. The Company must provide minimum annual officer training that includes, but is not limited to, North Carolina State requirements, use of force, customer service, and laws related to search and seizure and conducting arrests. The Company must provide a comprehensive field training program that all officers must successfully complete prior to being released to work without direct supervision.

The Company shall have an established and required training program for all armed officers assigned to the Contract. The training must be provided by a certified instructor and documented for each employee prior to deployment. This basic training program

must be at least 40 hours long and must include sections on Public Relations & Customer Service.

Additionally, the Company shall provide CATS required training for all Security Personnel assigned to the Contract that includes, but is not limited to:

- Rail Safety & Operating procedures
- Field Training Operations
- Fare Enforcement
- Terrorism Awareness Training

All Company Police Officers are to be certified, and must maintain certification in:

- Basic Law Enforcement Training (BLET)
- First Aid
- Cardiopulmonary resuscitation (CPR)
- Automatic external defibrillator (AED)
- National Incident Management (NIMS) annual certification

3.3 COMPANY PERSONNEL REQUIREMENTS & SCOPE OF SERVICES

A. SWORN COMPANY POLICE OFFICERS:

(1) Requirements:

All Company Police Officers (and unarmed security guards) shall meet and maintain current State of North Carolina required certification and licensing. Officers must comply fully with all North Carolina laws and regulations including, but not limited to, Chapter 74E and 74C of the North Carolina General Statutes as applicable and all regulations promulgated pursuant to those Chapters.

All Company Police Officers must be armed in a manner consistent with North Carolina requirements including, but not limited to, 14B NCAC 16.0809 (2016), and must maintain current firearms certification. Company Police Officers (and unarmed security guards, as applicable) shall perform their duties in a manner consistent with the Federal and North Carolina constitutions, all applicable laws, and the International Association of Chiefs of Police (IACP) Law Enforcement “Code of Ethics” and shall always conduct themselves in a manner keeping with the best practices of law enforcement.

The average years of service in law enforcement for all Company Police Officers assigned to CATS must be three (3) years or more from the start of the Contract, and throughout the term of the Contract. The Company shall maintain adequate records for each assigned officer including, but not limited to, date of hire by the Company, previous Police Officer experience including departments and years of service, and date of leaving the Company’s employment and reason for leaving. These records can be requested at any time by CATS to demonstrate compliance with the three-year average service requirement. If the three-year average service requirement should fail to be met, the Company will provide CATS with a plan of corrective action.

(2) Scope of Services, to include but not be limited to:

- Coverage of all designated security posts;

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- Conducting foot and vehicle security patrols;
- Identification, investigation and documentation of safety and security events;
- Monitoring security systems, including surveillance systems and APPS;
- Reporting any safety or security incidents that occur outside of CATS property to the proper authorities;
- Assisting, reporting and cooperating with CMPD regarding any crime involving a victim, a weapon, or felony possession of a controlled substance;
- Providing arrest information and reports to CMPD and any other law enforcement agency for “Reported Crimes” so the proper follow-up can be completed;
- Transporting arrestees of Company for arrest processing;
- Ensuring that all paperwork is completed properly and all associated contact with the Magistrate’s office and the District Attorney’s office is completed for any arrests made by Company;
- Retaining control of all property as directed by CATS in consultation with CMPD;
- Fare Inspections, to include but not be limited to:
 - Enforcing CATS’ Fare Policy and providing fare inspections;
 - Conducting fare inspections and “fare blitz’s” on the light rail system to ensure customers have valid fare media (ticket or transfer) while riding the train or when standing within designated fare zones (Note: not all platforms have designated fare zones);
 - Conducting fare inspections on buses at CATS facilities such as Parking Garages and Park-and-Ride facilities along the alignment.
 - Conducting fare enforcement duties in accordance with specific policies and procedures that ensure enforcement **is always** conducted in a fair and impartial manner;
 - Conducting inspections to achieve or exceed the CATS Ridership Inspection rates and Fare Evasion goals, when established;
 - Issuing appropriate warnings/citations for fare violations and for transit related offenses and maintaining records of all instances of no-ticket or invalid-ticket for reporting purposes;
 - Tracking and documenting detailed reports/data of Fare Enforcement daily activities to track trends and ensure compliance with CATS’ policies;
 - Testifying in court hearings or depositions as a witness in relation to fare enforcement activity; and
 - Participating in regular training to ensure proficiency in current Fare Enforcement policy/procedures and tactics; and
- Performing any additional law enforcement duties as assigned by the CATS Project Manager.

B. UNARMED SECURITY OFFICERS:

(1) Requirements:

Unarmed security guards must be fully trained, insured and in full compliance with North Carolina General Statutes Chapter 74C.

CATS encourages the Company practice of utilizing unarmed security guards that have completed BLET and who are awaiting final certification by the State. This practice has proven to be an effective means of succession planning to respond to any turnover issue within the assigned contingent of Sworn Company Police. However, if the contractor chooses this option, it can invoice CATS **only** at the security guard rate. Also, these officers are **NOT** authorized to carry a gun.

(2) Scope of Service, to include but not be limited to:

- Standing security posts remaining vigilant at all times;
- Conducting foot and vehicle security patrols;
- Identification, investigation and documentation of safety and security events
- Monitoring security systems, including surveillance systems
- Assisting the traveling public with a friendly, customer service approach to queries and instructions regarding all aspects of the transit system and the system's use
- Controlling site access of persons, vehicles, and other property
- Maintaining safe access to transit for authorized users and discouraging unauthorized persons and activities that detract from same.
- Performing any additional security-related duties as assigned by the CATS Project Manager

C. COMPANY PROJECT MANAGER:

(1) Requirements:

The Company Project Manager shall be the Company's senior on-site supervisor and is expected to respond to incidents on a 24-hour basis, as necessary. The Company Project Manager must have at least three (3) years' experience managing a security force in the public sector, preferably in public transit, of similar size and scope as set forth in this RFP. The Company Project Manager is to be a sworn Company Police Officer. The Company Project Manager is considered a key position and the individual designated in the Company's proposal is required to remain in this position for a minimum of one (1) year unless a change is agreed to by the CATS Project Manager. The normal working hours for the Company Project Manager are Monday through Friday, 0800 to 1700 hours unless otherwise agreed upon by CATS Project Manager. CATS will provide the Company Project Manager with adequate workspace.

(2) Scope of Services, to include but not be limited to:

- Serving as the daily liaison to CATS' Project Manager and providing daily updates on the status of the account; including any occurrence that occurred during the previous 24 hours and any safety or security issues that are emerging.
- Generating reports
- Monitoring of all Company employee performance and appearance
- Conducting periodic service quality audits
- Following up on customer complaints and/or comments
- Generating post orders and special events plans as required
- Performing any additional duties as assigned by the CATS Project Manager

D. DISPATCHER:

(1) Requirements:

All dispatchers are required to possess a North Carolina Department of Justice, Division of Criminal Investigation (DCI) certification as a qualified dispatcher.

(2) Scope of Services, to include but not be limited to:

- Monitoring and receiving telephone; radio and other communication devices for normal business and emergency calls for service.
- Receiving and documenting calls to and from designated personnel. Maintaining overall situational awareness of routine and emergency events.
- Directing (Dispatching) resources to assist Operations, Customers, Security, or other personnel when requested or proactively during non-routine events.
- Receiving, screening, documenting calls and e-mails, and directing those calls and e-mails to appropriate resources for investigation or information
- Monitoring security systems, including surveillance systems.
- Contacting appropriate Emergency Service Personnel as necessary.
- Making proper notification to appropriate CATS Duty personnel in event of incidents.
- Providing information to appropriate Company Project Manager and Officers as necessary for both routine business and emergencies to include requests for information from field personnel.
- Performing any additional security related duties as assigned by the CATS Project Manager

E. [RESERVED]

F. GENERAL SECTION – PERSONNEL QUALIFICATIONS

CATS may require the immediate removal of any Company employee from the CATS account at any time.

(1) Company Employee Appearance

CATS desires a diverse Company work force that presents a professional image denoting both competence and confidence. The Company's employees' appearance, attitude, courtesy and job knowledge are key in creating the required image.

Uniforms are to be tailored to a good fit; clean; pressed; and kept in good repair. No unauthorized uniforms or accessories are permitted.

Company employees will have a neat, clean and well-groomed appearance. Tattoos, body piercings, intentional scarring or other body modifications may not be visible while in uniform. The CATS Project Manager will make all final determinations regarding the suitability of a Company's employee's appearance. In the event that CATS' expected appearance policies and the Company's appearance policies are in conflict; the more restrictive of the two shall be in effect.

No smoking (except where authorized by Post Order, or in a designated area), 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 device shall not be permitted except in an emergency.

(2) Minimum Personnel Standards

CATS requires that all contractor's employees assigned to the CATS account meet or exceed the minimum standards set forth below before assignment to the account which include, but are not limited to the following:

- US Citizenship or legally able to work in the United States
- Twenty-one (21) years of age
- High School graduate or GED.
- Free of felony or Class A-1 misdemeanor or equivalent.
- Must obtain all required and applicable licenses, comply with all of their requirements, and assure that he or she has the appropriate licenses in their possession at all times while on duty.

(3) Drug and Alcohol Policy

Company employees assigned to the CATS' account are considered safety sensitive positions per 49 CFR Part 655. The use, possession, or transfer of illegal drugs to include marijuana, controlled substances (including medication without a valid prescription), simulated (placebo) drugs, drug paraphernalia, and/or alcohol on CATS' property is strictly forbidden at all times. Company will be required to comply with and enforce this policy.

Company is required to comply with the FTA's drug and alcohol testing requirements and procedures in 49 CFR Parts 40 and 655 including, but not limited to, a drug/urinalysis test of employees prior to assignment to the CATS' account. Individuals who return a positive test on a drug/urinalysis screening are not to be assigned to the CATS' account. CATS reserves the right to request documentation of negative test results. When appropriate, CATS may request a blood/urinalysis test to be conducted on personnel assigned to the CATS' account when one or more of the following conditions exist:

- a) A violation of the Drug and Alcohol Policy is witnessed;
- b) There is reasonable suspicion to believe an employee is, or may be, under the influence of Drugs or Alcohol as defined in 49 CFR Part 40;
- c) Extenuating or emergency circumstances require an immediate test;
- d) In the event of an accident involving personal injury and/or property damage.

(4) Equal Employment Opportunity - Threshold

Federal civil rights laws and regulations and federal guidance (*see* FTA Circular 4704.1A, Rev.1, April 20, 2017) require that any company receiving federal funds through a contract with a federal grant recipient must prepare and maintain an Equal Employment Opportunity (EEO) plan that complies with the requirements of the above circular if the company has:

- 50 or more transit-related employees, and

- Requests or receives capital or operating assistance in excess of \$1million in the previous federal fiscal year, or requests or receives planning assistance in excess of \$250,000 in the previous federal fiscal year.

In the event that the Company meets or, during the term of the Contract, reaches the above threshold, the Company shall establish and submit for approval an EEO plan complying with the above circular's requirements. For more information, the Company may CATS' Civil Rights Office, 704-432-2566.

G. EQUIPMENT AND UNIFORMS

(1) Service Uniform and Equipment

Company is to provide all uniform and equipment items to all its personnel assigned to this Contract, in sufficient quantity as to allow a continuous professional appearance and of sufficient quality of material that allows for a sharp, pressed look throughout the duration of an employee's shift. The Company will consider the local area weather patterns and will be cognizant of the comfort of the individual officer. Most posts are outdoor, all-weather posts.

Company will furnish and keep in a good state of repair all equipment to include uniform and equipment listed below and any future negotiated uniform and equipment items.

Company uniformed personnel may not interact with the public without the appropriate uniform and equipment. Personnel without the appropriate uniform, body armor, and/or equipment will be relieved of duty immediately and dismissed until they become compliant.

(2) Service Uniform

The Company must supply all uniforms and equipment (not provided by CATS) to each employee. Uniforms must remain in good condition. The final decision as to the suitability of any and all uniforms and/or equipment used by Company personnel rests with the CATS Project Manager. Required service uniform components include, but are not limited to, the following:

- (a) Safety Vest: All officers must be in possession of a safety vest. This vest must meet ANSI / ISEA 107-2010 class II, Level II standards for visibility and clearly marked with "POLICE" or "SECURITY", on front and back. "POLICE" for Sworn Company Police, "SECURITY" for unarmed security guards.
- (b) Body Armor: Body Armor is required for all Company Police Officers on the CATS account. Company will provide authorized Body Armor prior to assignment to field training. No personnel may interact with the public without the appropriate Armor and equipment.
Body Armor is to be concealable and is to be worn under the uniform shirt.
- (c) Firearm: All qualified officers must carry the same weapon. Final determination on the type of weapon to be made in cooperation with CATS.
- (d) The use of Tasers may be considered under this Contract.
- (e) O/C Pepper Foam: Zark International Inc. Cap Stun MK3 1.45 Micro Spin Stream unit, foam or equivalent.

(3) Vehicles

The Company shall provide six (6) vehicles dedicated to the Contract. These vehicles shall be parked at CATS operating locations and shall be for the sole use of the officers assigned to CATS. The Company shall be responsible for all maintenance and operating costs including insurance and fuel.

All Vehicles shall be “full size” 4-door, preferably sport-utility vehicles and equipped with clear light bars appropriate to the assigned tasks.

All vehicles shall have a driver’s side spot light permanently mounted to the side pillar of the vehicle to be operational by the driver of that vehicle. Marked vehicles shall have signs identifying COMPANY POLICE and the name of the Company/logo in at least 4” lettering on both front-door sides of the vehicle and the trunk lid.

The final decision as to the suitability of any and all vehicles and/or equipment utilized on the account will rest with the CATS’ Project Manager

If a patrol vehicle is out of service for more than one week, the Company must provide a rental vehicle.

CATS retains the right to request an increase in the number of vehicles required, up to a maximum of eight (8) during the term of the Contract.

(4) CATS-Furnished Equipment, Supplies, Services and Data

CATS may assign the Company equipment, supplies, services, data and custody/use of keys deemed necessary, including but not limited to, the items listed below. All such material shall remain CATS’ property and shall be surrendered to CATS immediately upon discharge or transfer of personnel from this account or termination of this Contract. CATS reserves the right to inspect any of these items at any time and it will be the Company’s responsibility to maintain a current inventory of these items. In the event the contractor does not return any items issued, CATS reserves the right to assess fees.

Note: The Company shall be solely responsible for the cost of lost or stolen CATS-supplied equipment or supplies and all repairs or replacement due to abuse or negligence.

(a) Equipment

- patrol bikes
- cell phones
- CATS handheld 800 MHz Radios
- lapel microphones
- ear buds
- Personal Computer, other office machines and internet connection
- Dispatcher headsets
- Digital cameras

(b) Services

- CATS will provide information and incidentals necessary to access CATS’-owned property.

(c) **Data**

- CATS will provide the Company with minimum Post Order and schedule requirements.

H. SITE SPECIFIC REQUIREMENTS

(1) Light Rail and Streetcar Security Services

The Company shall provide Company Police services for the entire light rail and streetcar alignments.

Duties shall include, but are not limited to: the physical patrol of light rail and streetcar vehicles, stations/platforms, Park-n-Rides, fare enforcement, and the enforcement of federal, state, and city statutes, regulations and ordinances and CATS rules and regulations. During each shift, the Officer shall perform the following: fare enforcement on vehicles and platforms, a minimum of two walk-through patrols at each Park-n-Ride on their assigned section of the alignment; and at least one off-train physical patrol of every passenger station on their assigned section of the alignment. Company Police officers shall work in pairs. Company Police officers shall perform their duties as outlined in the Post Orders for light rail Company Police Officers.

All Security Personnel assigned to the light rail and streetcar must pass a CATS'-administered test on systems safety, policies, and procedures with a score of at least eighty percent (80%) before assuming any duties.

The specific schedule of working hours for each required shift shall be jointly developed by the Company and CATS, and may be altered at any time by the CATS Project Manager, if deemed necessary. All shifts shall be covered during their assigned times and may not be made up at a later date or time.

Special coverage shifts may be added to cover special events at the normal contract hourly rate. Special coverage may be required at any time in response to the NTAS National Terrorism Advisory System as specified by the Department of Homeland Security (DHS) or other special events, such as : Panther games, CIAA Basketball games or Tournaments, Speed Street, 4th of July, New Year's Eve, and any other event with anticipated large Light Rail ridership. A separate special events schedule shall be jointly developed by CATS and the Company.

The Company should anticipate a minimum of five (5) to ten (10) special events per year where a minimum of eight (8) to ten (10) additional officers will be necessary, per event, in addition to the regular schedule. Additional officers for special events shall meet the minimum training and qualifications stated in the Contract.

The Company shall also supply five (6) dedicated full-size marked security vehicles (see **Section G.(3) "Vehicles"**, above).

(2) Facility Security Services

The Company shall provide uniformed security services for CATS' operations and facilities throughout the City of Charlotte. The security force shall consist of as many officers as the Company deems appropriate to cover the required operating hours of each facility with single officer coverage. The specific work shifts of officers shall be determined by the Company, but must meet the single

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person coverage of each fixed facility during open hours and be subject to the approval of CATS Project Manager. Security officer duties shall include, but are not limited to the following: physical patrol of all post areas at least once every 30 minutes, courteously assisting CATS customers with questions, review and operation of CCTV systems, and enforcement of CATS rules and regulations. Special coverage may be required at any time in response to the National Terrorism Advisory System (NTAS) as specified by the Department of Homeland Security (DHS) or other special coverage.

CATS Holidays are New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and one additional day after Christmas. During holidays, CATS may run a limited schedule, which reflects Saturday or Sunday service. During limited service schedules, staffing may be adjusted according to service demands.

The following is a list of CATS' Facility names and addresses (Subject to change and expansion):

- (a) South Tryon Bus Facility
 - 3145 S. Tryon St., Administration Building
 - 3249 S. Tryon St., Maintenance Building
 - S. Tryon St., Paint & Body Building
 - S. Tryon St., Fuel Wash Fares Building
 - S. Tryon St., Parking Deck
- (b) Davidson Bus Facility
 - 901 N. Davidson St., Administration, Operations and Maintenance Buildings
- (c) Charlotte Transportation Center – Uptown
 - 310 E. Trade St.
- (d) South Blvd Light Rail Facility
 - 3305 Pelton Road
- (e) Eastland Mall Transit Center
 - Central Avenue
- (f) Rosa Parks Transit Center
 - 2811 Beatties Ford Road
- (g) SouthPark Mall Transit Center
 - Fairview Drive
- (h) LYNX Light Rail Line
 - Approximate 19 mile line running from I-485 at South Boulevard in Southwest Charlotte through Uptown to UNC Charlotte's main campus in Northeast Charlotte. Includes the track right-of-way, station platforms, and vehicles. There are closed circuit security cameras installed at all LYNX Blue Line stations.

LYNX Blue Line Stations

- I-485/South Boulevard (includes Parking Garage and Park-n-Ride)
- Sharon Road West (includes Park-n-Ride)

- Arrowood (includes Park-n-Ride)
- Archdale (includes Park-n-Ride)
- Tyvola (includes Park-n-Ride)
- Woodlawn (includes Park-n-Ride)
- Scaleybark (includes Park-n-Ride)
- New Bern
- East/West Boulevard
- Bland Street
- Carson
- Stonewall
- 3rd Street/Convention Center
- CTC / Arena
- 7th Street
- 9th Street
- Parkwood
- 25th Street
- 36th Street
- Sugar Creek (includes Parking Garage)
- Old Concord Road (includes Park-n-Ride)
- Tom Hunter
- University City Boulevard (includes Parking Garage)
- McCullough Station
- JW Clay Boulevard (includes Parking Garage)
- UNC Charlotte

(i) CityLYNX Gold Line

Approximate 1.5 mile streetcar line running along Trade Street from the Spectrum Arena to Novant Health Presbyterian Medical Center. Includes the track right-of-way, station platforms, and vehicles

CityLYNX Gold Line Stations

- CTC Arena
- Davidson Street
- McDowell Street
- CPCC Outbound
- CPCC Inbound
- Elizabeth & Hawthorne
- Hawthorne & 5th

Other CATS operating locations or facilities may be added to this list as required by CATS. If required, the Company shall provide services at any additional CATS operating location, facility, or other CATS property throughout CATS's operating area at the established contract hourly rate.

(3) Schedule of Estimated Billable Hours

- (a) All hours billed to CATS will be at the contract rate. CATS will **not** pay overtime, vacation hours, or holiday hours not actually worked.

Section 3

Scope of Work

- (b) CATS may be billed for officer court time related to CATS cases only, if a subpoena or related documentation accompanies the proper invoice. All court time shall be billable at the same hourly rate and another qualified officer shall fill the time away from any scheduled shift.
- (c) Combined Yearly Estimated Billable Regular Hours
 - (i) Company Police Officers (regular) = 174,720 hours / year
 - (ii) Security Officers (regular) = 35,360 hours / year
 - (iii) Operations Center Dispatch = 14,560 hours / year

I. LIQUIDATED DAMAGES FOR FAILURE TO PERFORM

In the event of an incident that constitutes non-performance the parties agree that it would be difficult to determine the exact amount of loss or damages suffered by CATS in loss of public goodwill, reputation, and convenient operation of the public transit system. Therefore, for every occurrence that constitutes a state of non-performance, the Company will be liable to CATS, as liquidated damages in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). This section will not apply to non-performance due to acts of God, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, and other Force Majeure events; provided, that the Company shall, within three (3) days of the onset of any such conditions, notify the CATS in writing of the causes of the conditions and the facts related thereto. Nothing in this clause shall be interpreted as limiting in any way CATS's right to proceed against the Company for additional damages caused by such non-performance on the part of the Company. CATS reserves the right to deduct said liquidated damages from any amount due the Company under this Contract or, at its option, to collect such liquidated damages directly from the Company or its surety.

Events which constitute an incident of non-performance include, but are not limited to:

1. Security Personnel performing their duties without all proper assigned uniform and equipment.
2. Improper Licensure.
3. Excessive hours on duty (more than 12 hours/day or 60 hours/week) (not approved in advance by CATS).
4. Reassigning to duty any Security Personnel previously suspended by CATS.
5. Assigning to duty an improperly trained or nonqualified officer.
6. Failure to maintain proper insurance (public liability, worker's comp, auto).
7. Failure to comply with Federal Drug and Alcohol Testing Requirements.
8. Failure to cover a post after one hour notification.
9. Late for duty.
10. Sleeping on duty.
11. Failure to follow duty/post orders.
12. Abandoning duty during contracted time.
13. Violations of Local, State, or Federal laws, regulations, or ordinances.
14. Failure to provide properly equipped vehicles as prescribed in the Scope of Work. This damage may be assessed per vehicle not provided.

4. PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described below:

- a. Cover letter;
- b. Proposed Solution;
- c. The "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
- d. The "Proposal Submission" set forth in Section 6, Form 3;
- e. The "Pricing Worksheet" set forth in Section 6, Form 4;
- f. The "MWSBE Utilization" form set forth in Section 6, Form 5;
- g. The "Background and Experience" form set forth in Section 6, Form 6;
- h. The "References" set forth in Section 6, Form 7; and
- i. Exceptions to the Remainder of the RFP, including the Sample Contract in Exhibit A.

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material); and
- Materials be submitted in a format that allows for easy removal and recycling.

Proposals must also include a CD or flash drive including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

Companies are required to organize the information requested in this RFP in accordance with the format and instructions outlined above and detailed below. Failure to do so may result in the City, at its sole discretion, deeming the Proposal non-responsive. The Company, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

4.1. Proposal Content.

4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

4.1.2. Proposed Solution.

Section 4

Proposal Content and Format

Given the purpose of this project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

4.1.3. Required Forms.
To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered c through i.

4.1.4. Exceptions to the RFP.
Exceptions must be submitted in accordance with Section 1.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

Section 5 Evaluation Criteria

5.0 PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:


The evaluation criteria and points system detailed below will be used to evaluate all proposals.

At any point in the evaluation process, CATS may advise Contractors of the weaknesses and deficiencies of their proposal and request revised proposals and/or Best and Final Offers (BAFOs). CATS may also, in its discretion, request oral presentations/interviews with all Contractors or with any reduced range of the highest ranked Contractors only. Revised proposals or BAFOs shall be evaluated upon the stated evaluation criteria. CATS reserves the right to proceed directly to negotiations with the highest ranked Contractor immediately following the initial submission and evaluation of proposals.

CATS will select the proposal that CATS believes best meets the evaluation criteria and is in the best interest of CATS. Final selection, if any, will be made on a "best value" basis. If CATS is unable to negotiate a satisfactory contract with the highest ranked Contractor, the next highest ranked Contractor will be contacted for contract negotiation. This method will continue until a contract is successfully negotiated or until all proposals are rejected.

Final approval and award of a contract resulting from this RFP is subject to policies established by the City of Charlotte.

The Proposal Evaluation Criteria and their related point values are listed below.

No.	Criteria	Maximum Points
1	Staff Qualifications, Training and Retention Programs	150 pts.
2	Service Delivery Approach, Service Quality Assurance and Start-up work Plan	140 pts.
3	Price	150 pts.
4	Firm Experience, Capacity and History	150 pts.
5	Knowledge and Experience of Key Individuals	75 pts.
6	 CBI- MWSBE Plan	<u>35 pts.</u>
	TOTAL MAXIMUM SCORE	700 pts

5.1 Staff Qualifications, Training and Retention Programs	150 pts
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The primary objective of CATS Safety and Security Section is to provide a safe, secure and comfortable environment for CATS’s customers, employees, contractors, and consultants. To support this objective, the Contractor will be responsible for providing highly qualified, professional and proactive Security Officers.

Submittal Requirements

Proposals shall include, at a minimum, the following information in a clear and comprehensive manner.

1. A detailed summary of your policy for the recruitment, screening, and selection processes specific to this assignment. A special emphasis should be placed on recruiting practices.
2. Training:
 - a. Provide a detailed summary of your proposed Police Officer and Security Officer training program specific to this assignment.
 - b. Provide, in specific detail, your Use of Force Policy, and describe its presence in the proposed training program (failure to provide this in sufficient detail that a reasonable person would clearly understand the guidelines given to your officers in the use of force and how use of force incidents are investigated, may result in a lower evaluation score for this criteria).
 - c. Provide a detailed training staffing plan, indicating how all Initial Training and Recertification Training will be achieved without negatively impacting scheduled post or roving patrol coverage,
 - d. Outline your current practices on follow on testing; drills; and exercises.
 - e. Provide a copy of your basic employee handbook.
3. Retention
 - a. Provide a detailed summary of your employee retention programs and their features.
 - b. Provide a summary of the benefits offered to police officers as a measure of efforts to minimize personnel turnover.

5.2 Service Delivery Approach, Service Quality Assurance and Start-up Work Plan	140 pts
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Contractors shall demonstrate their understanding of the Scope of Work by addressing this evaluation criterion as detailed below.

Submittal Requirements

1. Service Delivery Approach
 - a. Detail your project approach to staffing levels and delivery of service.
 - b. Describe in detail your plan to minimize staffing shortages and vacancies.
 - c. Propose the makes, models, and equipment for each type of patrol vehicle. Outline

Section 5

Evaluation Criteria

proposed marking scheme for each type of patrol vehicle (subject to negotiation; final approval from CATS General Manager of Safety and Security)

- d. Demonstrate your ability to pool resources from unaffected regions of the country in the event of a significant natural or manmade regional disaster. Submit a written strategy that outlines no less than 3 contingency plans.
- e. Identify all subcontractors or joint venture partners

2. Service Quality Assurance Programs:

- a. Provide a chart or table that describes the metrics you plan to utilize to measure performance (i.e. turnover, complaints, overtime, staffing levels; etc.) and provide the mathematical equation that you will use in calculating each metric.
- b. Outline your philosophy and programs that you will employ to ensure the highest level and quality of your service including forms.
- c. Detail your Customer Complaint Resolution process for complaints both internal (i.e. complaints from the Contractor's Customers) and external (i.e. complaints from the Client's Customers).
- d. Outline your methods for measuring and improving performance. Include inspection forms, frequency and schedule.
- e. Provide an executive summary on your account management and communication practices.
- f. Provide a copy of your current uniform and grooming standards.
- g. Describe your organization's customer service philosophy and describe how it is communicated and reinforced throughout the organization;
- h. Describe your organization's approach to total quality management, and describe your organization's total quality plan;
- i. Describe your organization's continuous improvement program and how your current customers benefit from your service improvements.

3. Start-up Work Plan

- a. Provide a detailed work plan and timeline with the activities required for start-up from award of contract through the first 180 days of service.
Staffing Plan to be provided 30 days prior to the start of the contract.
- b. Explain the steps your organization will take to ensure that the transition/implementation of the Project runs smoothly?

5.3	Price	150 pts
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CATS will evaluate Price on all Proposals. The proposal offering the lowest price will receive the maximum 150 available points, and all other proposals will receive a proportionately lower score. CATS is not obligated to take the lowest priced proposal, but shall determine the proposal that provides the greatest overall value to CATS based upon the totality of these Evaluation Criteria.

Section 5

Evaluation Criteria

Hours for all personnel are to be billed at the flat rate identified in the Pricing Form, and there is no provision for CATS to pay any overtime billing. The Contractor should account for any overtime hour payments they are obligated to pay to the personnel by adjusting of the stated flat hourly rate shown in the Price Proposal Forms.

Submittal Requirements

1. Price Proposal Forms (Section 8, Form Five).

5.4	Firm Experience, Capacity and History	150 pts
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Contractors shall demonstrate the specialized experience and technical competence of the firm. Recent experience of the firm and successful completion of services or work of a similar type and complexity, particularly in the public sector and *preferably* in public transit will be a significant consideration.

Include information such as the firm's past record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, participation of DBEs and/or Small Businesses and compliance with Equal Employment Opportunity (EEO) laws. CATS reserves the right to contact the project references and utilize the past performance information at any time during the evaluation process in the sole discretion of CATS. CATS may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for CATS.

The evaluation of financial viability of the Contractor is required with the primary goal to protect the City from risk of default by a selected Contractor due to financial instability. CATS reserves the right to request and receive additional financial information and audited financial statements as part of the evaluation process for this contract. The Contractor shall provide the audited financial statement within twenty-four (24) hours of the request during the Proposal evaluation process. If the Contractor does not have the audited financial statements requested, it is the responsibility of the Contractor to provide the City with information of sufficient quantity and with verifiable sources to ascertain that the Contractor is financially capable of performing the Services described in this RFP. Failure to provide adequate financial information may result in the exclusion of your Proposal from the procurement process.

Submittal Requirements

1. Contractor Experience and Past Performance:
 - a. Responses to the items in this part must confirm the Contractor has a minimum of five years managing Company Police and Security Officers and the Contractor is licensed in the State of North Carolina to provide Company Police and Private Security Guard Service. (or demonstrate the ability to secure a North Carolina license a minimum of 30 days in advance of the contract execution).
 - b. Provide a detailed summary highlighting the Contractor's experience in public

Section 5

Evaluation Criteria

sector settings, in particular experience with public transit agencies (Bus; Commuter Rail; and/or Light Rail), including the number of years of service. Provide a contact name with current e-mail and telephone number for these accounts. Provide an organization name, address, contact name, and contact telephone number for customers of comparable size and scope of service that the Contractor has been under contract with to provide Company police.

- c. Provide information on any contract of similar size and scope terminated (to include end of contract term) within the last four years. Explain why the contract was terminated. Provide a contact name with current e-mail and telephone number for these accounts.

2. Capacity and History:

a. Operational History

- i. List the number of years the Contractor has been in business continuously.
- ii. List the names and number of years the Contractor has been in business under current or previous names or additional assumed business names.
- iii. Describe the business orientation of the Contractor; licensing and any other matters relating to relevant experience not elsewhere covered.
- iv. List total number of current employees.

b. Financial History:

- i. Provide a statement of Contractor's financial stability and strength. Furnish detailed support for your statement.
- ii. Provide all credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poors Rating Group, Moody's, Investors Services, Dun & Bradstreet, and Value Line) that have been issued or published about the entity within the past five (5) years;
- iii. Whether or not the Contractor (and/or predecessor, guarantor, subcontractor or related entity) has declared bankruptcy, or filed for Chapter 11 or Chapter 7 protection within the last five (5) years. If so, give details.
- iv. Evidence that demonstrates the ability to obtain the insurance as required in Section 14 of the City's Service Contract. Such insurance should provide coverage in the stated amount for each occurrence of bodily injury and for each occurrence of property damage with coverage for products/completed operations, personal injury liability, and contractual liability;
- v. Description of any other material adverse changes in financial position within the past five (5) years; any material changes in the mode of conducting business; any mergers, acquisitions, takeovers, joint ventures, and/or divestitures within the past five (5) years.
- vi. Any additional information that the Contractor believes is appropriate to

fully reflect the financial strength of the entity.

c. Legal History:

- i. List the caption, cause number, court, counsel, and general summary of any litigation pending or judgment rendered, (administrative or otherwise) within the past 5 years against the proposing contractor.
- ii. List all engagements the Contractor has undertaken in the past 5 years which has resulted in:
 1. Arbitration or litigation and disposition of the cases
 2. Claims being filed by any Federal, State, or Local Governmental agency or individual.
 3. Liens filed by suppliers or subcontractors. List whom, for what, and the dollar amount.
- iii. Provide a description of the financial impact of any other past or pending legal proceedings and judgments that could materially affect the Contractor's financial position or ability to provide Services to the City.

Failure to provide such information is cause for rejection of the Contractor Proposal at the sole discretion of the City.

For all matters involving the Contractor providing products or services to local, state or federal government, submit declarations of the current status of any past or pending criminal, civil, or administrative litigation against the Contractor or any Related Entity. For purposes of this Section, the term "Related Entity" means any parent, subsidiary, affiliate or guarantor of the Contractor.

Please state whether there are any cases pending against the Contractor, a Related Entity, or Current Officer of either, that, if adversely resolved, would pose a material risk of insolvency to either the Contractor or the Guarantor or would materially affect the Contractor's or Guarantor's ability to perform their obligations. (For the purposes of these declarations, "Current Officer" shall be defined to include those individuals who are presently serving or who have served within the past two (2) years as an officer of the company.)

For mater relating to as subsidiary or affiliate, the respondent may choose not to submit records for matters that were resolved prior to the time that the subsidiary or affiliate became associated with the parent company, as long as that subsidiary or affiliate will not be involved in the provision of Services to the City. All records for subsidiaries or affiliates of the parent company that may be involved in the provision of Services to the City must be included.

Note: The City reserves the right to require additional information to explain any of the above citations/violations.

Section 5 Evaluation Criteria

5.5	Knowledge and Experience of Key Individuals	75 pts
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Contractors shall demonstrate the specialized experience and technical competence of the key individuals and support staff who will provide the requested services, including but not limited to the particular positions identified below. Additional information on the positions are included in Section 3 of the RFP. Knowledge, recent experience and expertise of these key individuals with projects of similar type and complexity will be a significant consideration.

Submittal Requirements

1. Demonstrate that the proposed Account Manager has a minimum of 3 years' experience successfully managing security services in a Public Sector environment, preferably in a public transit setting, or in a military environment, and the necessary training and skills.
2. Demonstrate that the proposed Operations Assistant has a minimum of two years successfully managing security officers/dispatchers/console operators in a monitoring center environment, and the necessary training and skills.
3. Provide brief resumes (1-page) for proposed Account Manager, Operations Assistant and Training Personnel. If personnel have not been selected or not already on staff; provide the job description that will be used to advertise for those positions. Include professional certifications as appropriate. Resume and certifications are not included as a part of the 30-page limit for the body of the Proposal.

5.6	CBI - Small Business Enterprise and MWBE Utilization Plan	35 pts
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The City of Charlotte has a commitment to the utilization of Charlotte Business Inclusion Program (CBI) “only” locally registered and certified Small, Minority and/or Women Business Enterprises (MWSBE). The City of Charlotte will consider the submission of a Charlotte Business Inclusion Only - Small, Minority & Women-owned Business Enterprise Utilization Plan as part of the selection criteria for the apparent most qualified firm for the contract. Firms can only be sourced from list on this linked page... <http://charlottenc.gov/mfs/cbi/Pages/vendors.aspx> or from the list below downloaded 2/27/2018. As the CBI program is designated by Charlotte City Council as the City of Charlotte’s effort to reinvest local revenue back into Charlotte based small, minority and women owned businesses.

The submission of a viable plan may result in the assignment of 35 points as part of the 700 point maximum proposal evaluation score.

Note that 35 points out of a possible maximum score of 700 points will be awarded to firms who propose viable utilization plans as part of their proposal submission, fill out the forms correctly, and submit the required documentation as part of their proposal submission. CATS Civil Rights and City Small Business staff will review any utilization plans that are submitted in conjunction with their proposals. If the proposal is found to include a viable utilization plan then 35 points will be awarded as part of the evaluation process.

Section 5

Evaluation Criteria

Within this document you will find a listing of firms certified as being owned and controlled by Small, Minority & Women business owners. (See the “Sample Vendor List” in Section 6, which is attached to Form Five.) You may develop your plan utilizing this list or by accessing one or both of the vendor databases listed in Form Seven and using firms identified with the appropriate certifications.

Note: only firms with CBI-MWSBE certification will be considered as CBI-MWSBE for the purpose of meeting this utilization plans criterion.

In addition to submitting a CBI-MWSBE utilization plan with your proposal to receive a possible 35 points, your firm must submit documentation to establish that you have contacted firms to participate in this plan. No less than 6 firms must be contacted to negotiate utilization, with actual steps documented, and each small or minority/women-owned firm must contacted must offer an applicable product or service.

Your utilization plan need not be limited to the scope of the resulting City Contract, using Small Businesses and/or Minority/Women-owned businesses for administrative functions, human resources, training, alcohol/drug testing services and supplies purchased by your firm will meet the criteria.

Points may also be awarded under this criteria if a firm, as part of its proposal, can establish that it made a Good Faith Effort to create CBI- Small, Minority and Women-owned Business Enterprise Utilization Plan but were unsuccessful due to availability, pricing in excess of market levels or unforeseen circumstances. But, it should be considered that the previous Transit Security Services contracted provider committed and oversaw a 15% utilization of unarmed security guard services by a CBI firm. So any identified deficiency in the representations of CBI firms in proposals will be followed by staff inquiry to confirm them as such.

Submittal Requirements

To participate in this optional program which could be worth a maximum of 35 points in the proposal evaluation, Contractor must submit the following forms to be found in Section 8, Form Seven:

- CBI Form 2
- CBI Form 5
- CBI Form B

5.7 PROPOSAL EVALUATION AND CONTRACT AWARD

- A. CATS reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities. At CATS’s discretion, pages that exceed the specified page limit may be removed from the proposal and only those pages within the specified limit will be forwarded for evaluation. CATS reserves the right to take other action, as necessary. Contractors must propose on all items on the Price Proposal Forms (Section 8, Form Five) in order to be eligible for award.

Section 5

Evaluation Criteria

- B. Responsibility: CATS reserves the right to investigate the qualifications of all Contractors and to confirm any part of the information furnished by a Contractor, and/or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the Scope of Work.
- C. Acceptance of the Terms of the Contract. The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.12 and 4.1.4 of this RFP.
- D. Debriefings. Contractors may request a copy of the consensus summary of proposal strengths and weaknesses for their firm. After contract execution, firms may request a debriefing which will be limited to the debriefed Contractor's overall ranking, the strengths and weaknesses of its Proposal and answers to questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Contractor's proposal with the other proposals.
- E. Protests and Appeals. Before submitting a protest, the Contractor shall ensure it has the most current copy of CATS's written Protest Procedure.

REQUIRED FORM 1 - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

RFP # 269-20180713-561

Transit Security Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP # 269-20180713-561, Transit Security Services. This form should be completed upon receipt of the City's Request for Proposals and e-mailed in time for the City to receive it by or before **July 23, 2018**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please email the completed Request for Proposals Acknowledgement Form to the attention of:

Edward Pullan, Sr. Procurement Officer
Procurement Management Division
Email: EPullan@ci.charlotte.nc.us

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: _____

_____ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: _____

_____ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: _____

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-20180713-561

Transit Security Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-20180713-561

Transit Security Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Service Provider has considered all proposals submitted from qualified, potential subcontractors and suppliers; and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Service Provider on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Service Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Service Provider further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Service Provider or terminate any contract awarded on such bid.
5. As part of its Proposal, the Service Provider shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Service Provider in a legal or administrative proceeding alleging that Service Provider discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. 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.

Section 6
Required Forms

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.

7. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
8. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Proposal: _____

Not include any exceptions to the Sample Terms.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information (“PII”) as detailed in Section 1.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____

No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed): _____

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-20180713-561
Transit Security Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.**

For purposes of this RFP, assume an initial term of 3 years, with the City having an option to renew for 2 additional consecutive one (1) year terms thereafter.

The requirements of each of the personnel title and for contract work vehicles are shown in the Scope of Work. A unit price must be offered for each item on Personnel (lines 1-11), and Vehicles (line 12) for each year of the 3-year proposal term. Failure to provide the required information may render the Proposal non-responsive. Unit costs assigned to each personnel title and for training and vehicles must remain constant throughout the three (3) years of the contract period.

Each unit price shall be multiplied by the estimated quantity to calculate an extended amount for that Item. The Proposer shall set forth a Total Proposal Price that is the sum of the extended amounts for all Items. CATS reserves the right to correct obvious mathematical errors on the Price Proposal Forms and to correct the extended amounts and Total Proposal Price accordingly.

In the "Unit of Measure" column: "HR" means hours; "MO" means months; "EA" means each.

Hourly and Monthly rates stated below must be fully-burdened (all-inclusive rates including all labor costs, direct costs, overhead, and profit). No other direct or indirect costs, including travel, will be paid by CATS without prior approval by CATS General Manager of Safety and Security.

Hours for all personnel are to be billed at the flat rate identified in the Price Proposal Forms, Form, and there is no provision for CATS to pay any overtime billing. The Contractor should account for any overtime hour payments they are obligated to pay to the personnel by adjusting of the stated flat hourly rate shown in the Price Proposal Forms.

- Fully burdened hourly rates for Police Officers and Security Officers must be developed to adequately compensate the contractor for any legally required overtime the contractor must pay their employees.
- Police Officer Special Duty and Security Officer Special Duty rate will only apply to assignments specifically requested by CATS General Manger of Safety and Security, which are in addition to the regularly scheduled assignments.
- Pricing for Vehicles in the following schedules are to include fuel, maintenance, upkeep, overhead, profit and all other associated costs to provide the vehicles for use on this contract.
- The Initial Training Fee represents the sole compensation for all expenses, including all required equipment, as well as, trainee and trainer time during training period.

The Contractor agrees that, if awarded this Agreement, it will be entitled to payment only for actual unit quantities performed and that the General Terms and Conditions shall apply in the event there are quantity increases or decreases in any unit price Item. Estimated quantities are provided for informational purposes only. CATS makes no guarantee on the actual amounts requested. Proposal unit pricing will remain in effect for the term of the Contract.

Having carefully examined the Contract Documents for this solicitation as prepared by CATS, as well as the availability of materials and labor, we propose to provide the goods and services identified in the Contract Documents for the prices set forth below.

**Section 6
Required Forms**

PERSONNEL				Initial Contract Term (Yrs. 1-3, each year)		
Item	Description	Units of Measure	Approx. FTEs	Estimated Quantity	Initial Contract Rate	Extended Price
1	Company Police Armed	HR	84	174,720		
2	Company Police (Armed) Special Duty	HR		-		
3	Security Officer	HR	17	35,360		
4	Security Officer Special Duty	HR		-		
5	Security Operations Center Dispatch	HR	7	14,560		
6	Security Operations Ctr Dispatch Special Duty	HR		-		
7	Account Manager	MO	1	12		
8	Operations Assitant (Major)	MO	1	12		
9	Company Police Supervisor 1 (Sgt)	HR	1	2,080		
10	Company Police Supervisor 2 (Lt.)	HR	2	4,160		
11	Company Police Supervisor 3 (Capt.)	MO	3	36		
PERSONNEL TOTALS						
VEHICLES				Initial Contract Term (Yrs. 1-3, each year)		
Item	Description	Unit of Measure	Number of Vehicles	Estimated Quantity (Months)	Initial Contract Rate	Extended Price
12	Patrol Vehicle Auto	MO	6	72		

CONTRACT TOTAL COST per year:	
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REQUIRED FORM 5 – M/W/SBE UTILIZATION



Minority, Women & Small Business Enterprise Section

CBI- Program Provisions:

The City of Charlotte’s “Charlotte Business Inclusion Program” (CBI) Policy is incorporated by reference into and made a part of this solicitation and the resulting contract (the “Contract”). Copies of the CBI Program Policy may be reviewed at

http://charlottenc.gov/mfs/cbi/CBI%20Document%20Library/CBI_Policy.pdf

or contact

Phone:
704-336-4137
Address:
**600 East 4th street
Charlotte, NC 28202**

Capitalized terms used in this document are defined in the CBI Program. Each reference to “you” or “your” in these provisions refers to any entity that submits a proposal or statement of qualifications on a City contract, and any entity that enters into a contract with the City.

The City of Charlotte recognizes not only the importance of utilizing small, minority and/or women owned businesses, but it is equally important that revenue drawn from Charlotte/Mecklenburg area residents & economy should be reinvested with local versions of those businesses. The **CBI program** and resulting database of certified firms **exists for the purpose** of having **CBI staff objectively identify** and **for the program to benefit minority, women owned and small businesses** who are **local to the Charlotte Combined Statistical Area (CSA)** includes - Anson County, NC, Cabarrus County, NC, Chester County, SC, Cleveland County, NC, Gaston County, NC, Iredell County, NC, Lancaster County, SC, Lincoln County, NC, Mecklenburg County, NC, Rowan County, NC, Stanly County, NC, Union County, NC, York County, SC.

Historical CBI MWSBE Reference: On the preceding security services (company police) contract to this solicitation, the prime submitted a MWSBE Plan, committed & oversaw a 15% utilization of a CBI certified & registered firm who provided “unarmed security guard services” as part of that contract.

1. CBI (Charlotte Business Inclusion)- MWSBE Utilization Plan details.

CBI- MWSBE Utilization Plan (35 points)- That plan should be submitted with your packet to receive full credit. (This section is an option for your firm to propose the use of City of Charlotte CBI certified and registered local - small, minority, and or women owned businesses during the resulting contract. And to gain additional evaluation points while doing so.) Note the following:

- 1) If your CBI-MWBE plan is found sufficient, full points will be assigned during the evaluation period. It is the City’s intention that then this plan would be utilized to establish a resulting commitment from the selected firm. This commitment would be contractually in place during the term of the initial contract and during any applicable subsequent amendments.
- 2) Or in the alternative, if you plan is found insufficient or is not submitted, only some or no points will be assigned during the evaluation period for this category. If the proposing firm is determined most qualified (post selection), it is the City’s intention to then negotiate a sufficient commitment

of CBI certified MWSBE utilization as part of City Council award of the resulting contract and approval of amendments.

CBI Firms submitted must be viable additions to the project/contract team, meeting the necessary licensing, statutory requirements, and qualifications necessary for the proposed subcontracting work.

- (general example not applicable to this solicitation)- electrical work would require an electrical contractor's license in N.C. This would be necessary to ensure that the firm could perform the work.

The City of Charlotte has a commitment to the utilization of **local** City of Charlotte certified Minority Business Enterprises, Women owned Business Enterprises and Small Business Enterprises (MWSBEs). To ensure this commitment, the **Charlotte City Council has created the CBI program with the sole discretion & determination of minority, women, small business and local status, for locally funded contracts.** The CBI staff has created a certification and local registration program to confirm business ownership and local presence in the Charlotte Combined Statistical area. **Only firms with completed MWSBE certifications by CBI staff, local registrations by CBI staff and in the CBI database may be considered toward commitments, utilization and MWSBE Plans.**

To reiterate: The City of Charlotte will consider the submission of **CBI Only –Minority, Women & Small Business Enterprise Utilization Plans (i.e. only firms from the CBI database)** as part of the selection criteria for the apparent most qualified firm for this project/contract. **Meaning, there will be no consideration for submissions of firms:**

- **Certified by other agencies, but not by the CBI program**
- **with status based on assessments of those outside the CBI Program office staff,**
- **with the intention/in process of getting certifications by CBI staff as MWSBE and/or becoming local.**

Evaluation Points: The submission of a viable plan may result in assignment of 35 points as part of the proposal evaluation process.

The following is a listing of firms certified Security Services firms certified by the CBI office as being Small, Minority & Women businesses, and all local.

Harrisburg Security, Inc.

Andrew Edward Ives

(704) 467-2370

harrisburgsecurity@windstream.net

6475 Morehead Road, Harrisburg, NC 28075

www.HarrisburgSecurity.com

Certification Period: 04/05/2018 to 04/05/2021

JSL Services

J. Erin Owens

(704) 879-2892

erinowens@jsslnc.net

227 W 4th ST, Suite 305, Charlotte, NC 28202

www.myjsslnc.net

Certification Period: 01/23/2017 to 01/23/2020

LifeGuard Protective Services, Inc.

Ojah Vasser

(704) 319-3180

Lifeguardps@carolina.rr.com

4801 E Independence Blvd.; Charlotte, NC 28212

www.lifeguardprotective.com

Certification Period: 09/09/2013 to 08/09/2020

Nicholant Enterprises LLC

Sonja P. Nichols

(980) 256-8256

sonjapnichols@nicholant.com

800 Briar Creek RD, Suite BB416, Charlotte, NC 28205

www.nicholant.com

Certification Period: 10/31/2016 to 10/31/2019

Professional Security Services

Candace Ratliff

(704) 442-9499

clratliff@pssprotection.com

9731 Southern Pine BV, Suite A, Charlotte, NC 28273

www.pssprotection.com

Certification Period: 03/09/2015 to 03/14/2018

Southeastern Public Safety Group, Inc.

Keith Williams

(704) 394-1500

kwilliams@southeasternus.org

4801 East Independence BV, Suite 614, Charlotte, NC 28212

www.secpd.com

Certification Period: 01/27/2016 to 01/27/2019

Victory Investigations & Private Protective Svcs.

Niksa K Balbosa

(704) 345-9798

n.balbosa@victoryinvestigations.org

1105 Mayfield Terrace DR, Apt. T, Charlotte, NC 28216

Certification Period: 05/04/2017 to 05/04/2020

Proposers may develop a plan utilizing the list above or by accessing the CBI database link below.

<http://charlottenc.gov/mfs/cbi/Pages/vendors.aspx>

The following additional commodity areas with CBI firms present on 3/1/2018, have been pre-identified for utilization.

- 5207
- Alcohol and Drug Testing Services

- 96130 • Employment Agency and Search Firm Services (Including Background Investigations and Drug Testing for Employment)
- 90568 • Security Screening Services, Personnel
- 91885 • Personnel/Employment Consulting
- 03778 • Souvenirs: Promotional, Advertising, etc.
- 20000 • CLOTHING, ATHLETIC, CASUAL, DRESS, U
- 96175 • Translation Services

Review and Evaluation.

Note that thirty-five (35) selection points, will be awarded to firms who propose viable utilization plans as part of their proposal submission, fill out the forms correctly, and submit this documentation as part of their proposal submission. CATS Civil Rights and CBI staff will review any utilization plans that are submitted in conjunction with their proposals. If the proposal is found to include a viable utilization plan then 35 selection points will be awarded during the proposal evaluation. Should a firm be selected to be the most qualified and the Charlotte City Council approve the resulting contract award; the firm will be required to submit monthly utilization reports (Form 6) with their monthly pay application requests for payment.

As well as submitting a CBI-MWSBE utilization plan with your proposal to receive the 35 points, your firm must submit documentation to establish that you have contacted firms to participate in the plan. No less than 6 firms must be contacted with actual steps documented to negotiate utilization; and in each case the small or minority firm must offer an applicable product or service. Firms contacted must originate from and be certified under, the City of Charlotte’s CBI-MWSBE online database listing to be included as part of your plan.

Your plan need not be limited to the scope of this resulting City contract. The plan to use CBI small and minority/women owned firms (for example) in the administrative, human resources, training and supplies purchases that the Contractor purchases would still meet the criteria.

(Form- B) has been included to provide required reasoning for not utilizing a CBI once they have been contacted.

2. CBI- MWSBE PROGRAM PROVISIONS APPLICABLE AFTER CONTRACT AWARD

If you are awarded a Contract with the City, note in particular the following Sections of the CBI Program that relate to post award requirements and activity:

http://charlottenc.gov/mfs/cbi/CBI%20Document%20Library/CBI_Policy.pdf

- a. Compliance with committed CBI-MWSBE utilization level throughout the Contract per Part D Section 2 of the CBI Program.
- b. Terminating or Replacing a CBI-MWSBE on a contract per Part D Section 5 of the CBI Program.
- c. New Subcontractor Opportunities/Additions to Scope, Contract Amendments per Part D Section 6 of the CBI Program.
- d. Payments to CBI-MWSBEs per Part D Section 7 of the CBI Program.
- e. Utilization Reports and Documentation of Payments per Part D Section 8 of the CBI Program.

3. CBI-MWSBE CONTRACT PROVISIONS

The following provisions are incorporated into any contract that may result from this solicitation.

CBI-MWSBE Program. The City has adopted a CBI Minority, Women & Small Business Enterprise Program, which is posted on the City’s website and available in hard copy form upon request to the City. The parties agree that:

- (i) The terms of the City’s CBI-MWSBE Program, as revised from time to time, together with all rules policy, and guidelines established under such program (collectively, the “CBI Program”) is incorporated into this Agreement by reference; and

- (ii) A violation of the CBI Program shall constitute a material breach of this Agreement, and shall entitle the City to exercise any of the remedies set forth in Part D of the CBI Program, including but not limited to liquidated damages; and
- (iii) Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to the Contractor under this Agreement until the City has received in a form satisfactory to the City all claim releases and other documentation required by the City's CBI Program, and in the event payments are withheld under this provision, the Contractor waives any right to interest that might otherwise be warranted on such withheld amount under G.S. 143-134.1; and
- (iv) The remedies set forth in Part D Section 4 of the CBI Program shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and
- (v) The City will incur costs if the Contractor violates the CBI Program, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the City liquidated damages at the rates set forth in Part D of the CBI Program.
- (vi) The Contractor agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Program.
- (vii) Nothing in this Section shall be construed to relieve a Contractor from any obligation it may have under N.C. Gen. Stat. 143-134.1 regarding the payment of subcontractors.

Remedies for Violation of CBI Program. A violation of the CBI Program by a Contractor shall constitute a material breach of the Contract, and shall entitle the City or private owner to:

- (i) Exercise all rights and remedies that it may have at law or at equity for violation of the CBI Program;
Terminate the Contract for default;
- (ii) Suspend the Contract for default;
- (iii) Withhold all payments due to the Contractor under the Contract until such violation has been fully cured or the City and the Contractor have reached a mutually agreeable resolution;
- (iv) Assess liquidated damages as provided in the following Part D Section 13.2; and/or
- (v) Offset any liquidated damages and/or any amounts necessary to cure any violation of the CBI Program from any retainage being held by the City on the Contract, or from any other amounts due to the Contractor under the Contract.

The remedies set forth herein shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other available remedy.

Liquidated Damages. The City and the Contractor acknowledge and agree that the City will incur costs if the Contractor violates the CBI Program in one or more of the ways set forth below. The parties further acknowledge and agree that the City will incur damages as a result of such failure, but that the costs the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the City liquidated at the rates set forth below for each specified violation of the CBI Program. The Contractor further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation:

- (i) **Failure to meet the CBI-MWSBE Commitment.** If the City determines upon completion or termination of a Contract that the Contractor did not meet CBI-MWSBE commitment and that such failure is not otherwise excused under Part D Section 2, the City may assess the lesser of : (a) \$30,000 or (b) the dollar difference between the Committed CBI-MWSBE Goal and the Contractor's actual CBI-MWSBE utilization;
- (ii) **Using CBI MWSBE as a Conduit.** If the Contractor lists an CBI-MWSBE to receive credit toward a CBI-MWSBE Commitment with knowledge that the CBI-MWSBE will be acting as a Conduit or will not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the Contractor will be seeking credit, the City may assess the lesser of: (a) \$20,000 or (b) the dollar amount the Contractor indicated that it would pay such CBI-MWSBE in the CBI-MWSBEs contract (or if no contract has been signed, the CBI-MWSBE's Letter of Intent);

- (iii) **Wrongful Termination or Replacement of CBI-MWSBE Services.** If the Contractor terminates or replaces a CBI-MWSBE in violation of the CBI Program, the City may assess the lesser of: (a) \$20,000 or (b) the dollar amount of the work remaining to be performed by the terminated CBI-MWSBE at the time it was terminated (or if the CBI-MWSBE was not terminated because it was never retained, then, the dollar amount that the Contractor indicated it would pay the CBI-MWSBE firm in the CBI-MWSBE's letter of intent) or;
- (iv) **Failure to Comply with CBI Program Upon Termination or Withdrawal by CBI-MWSBE.** If the Contractor fails to comply with Part D Section 5 of the CBI Program upon the termination or withdrawal of a CBI-MWSBE the City may assess the lesser of: (a) \$20,000 or (b) the dollar amount of the work remaining to be performed by the CBI-MWSBE that withdrew or was terminated at the time of the termination or withdrawal;
- (v) **Failure to Comply with CBI Program to Add New Subcontractors.** If the Contractor fails to comply with Part D of the CBI Program in adding new subcontractors to a Contract, or in the event of a Contract amendment or increase in the scope of work on a contract, the City may assess the lesser of: (a) \$20,000; or (b) the dollar amount of the new or additional work;
- (vi) **False Statements and Misrepresentations.** If the Contractor makes a false statement or material misrepresentation regarding any matter relevant to the CBI Program (including but not limited to information provided regarding payments made to CBI-MWSBEs), the City may assess the lesser of: (a) \$25,000; or (b) the dollar difference between what the Contractor represented and the **truth**;
- (vii) **Failure to Respond to Request for Information.** If the Contractor fails to provide any report, documentation, affidavit, certification or written submission required under the CBI Program within the time period set forth therein, the City may assess \$25 per day for each day that such report, documentation or written submission is overdue.



4.

CBI- MWSBE FORMS

Proposers shall submit the following forms with Proposal document.

Note: Only CBI database (MBEs, WBEs and/or SBEs) may be submitted on these forms. <http://charlottenc.gov/mfs/cbi/Pages/vendors.aspx> **The database firms are not only small, minority and women owned certified but confirmed as "local" by the City of Charlotte.** The purpose of the program is to invest local dollars with local companies and back into the Charlotte Combined Statistical Area's economy. **MWSBE firms who are not certified and confirmed as local by the CBI office will not be counted toward points or for commitments.**

All CBI Forms are attached within this document and may be copied when needed.

Note: The attached forms are designed to be applied to multiple circumstances. In this case the Forms 2, B and 5 should be included with your proposal packet.

If your firm is selected by the evaluation committee for potential contract award you will be given 3 days to submit Forms 4 (or your firm may choose to submit this form with your proposal). Form 6 is the monthly utilization reporting form listing all subcontractors and suppliers regardless of certification.

Form 2 (with proposal)- has been included in the appendix to this RFP so that you can record your contacts with no less than 6 prospective CBI-MWSBE project member firms. The contacts requirement has been included for proposers to determine CBI-MWSBE/MWBE firm's ability perform the work, pricing and willingness to participate as a partner. Copies of documentation to confirm that the recorded contacts did occur must be included with the proposal submission.

Form B (with proposal)- has been included that your firm can describe why you chose not to include a firm on your plan team who was specified on Form 2.

Here is a list of the Security Services firms in the CBI database as of 02/28/2018.

Harrisburg Security, Inc.

Andrew Edward Ives
(704) 467-2370
harrisburgsecurity@windstream.net
6475 Norehead Road, Harrisburg, NC 28075
www.HarrisburgSecurity.com
Certification Period: 04/05/2018 to 04/05/2021

JSL Services

J. Erin Owens
(704) 879-2892
erinowens@jsllc.net
227 W 4th ST, Suite 305, Charlotte, NC 28202
www.myjsllc.net
Certification Period: 01/23/2017 to 01/23/2020

LifeGuard Protective Services, Inc.

Ojah Vasser
(704) 319-3180
Lifeguardps@carolina.rr.com
4801 E Independence Blvd.; Charlotte, NC 28212
www.lifeguardprotective.com
Certification Period: 09/09/2013 to 08/09/2020

Nicholant Enterprises LLC

Sonja P. Nichols
(980) 256-8256
sonjapnichols@nicholant.com
800 Briar Creek RD, Suite BB416, Charlotte, NC 28205
www.nicholant.com
Certification Period: 10/31/2016 to 10/31/2019

Professional Security Services

Candace Ratliff
(704) 442-9499
clratliff@pssprotection.com
9731 Southern Pine BV, Suite A, Charlotte, NC 8273
www.pssprotection.com
Certification Period: 03/09/2015 to 03/14/2018

Southeastern Public Safety Group, Inc.

Keith Williams
(704) 394-1500
kwilliams@southeasternus.org
4801 East Independence BV, Suite 614, Charlotte, NC 28212
www.secpd.com
Certification Period: 01/27/2016 to 01/27/2019

Victory Investigations & Private Protective Svcs.

Niksa K Balbosa
(704) 345-9798
n.balbosa@victoryinvestigations.org
1105 Mayfield Terrace DR, Apt. T, Charlotte, NC 28216
Certification Period: 05/04/2017 to 05/04/2020

Section 6 Required Forms

Form 5 (with proposal as MWSBE Plan) identifies firms that you have confirmed as part of your utilization plan team.

Form 4 (post identification of the most qualified firm) Letters of Intent to utilize the firms your Contractor has identified must be submitted within three business days of a request by CATS Civil Rights office.

Form 6- has been included should your firm be awarded the contract and to report the use of small businesses monthly during the contracts term. This form should be submitted with your monthly request for payment statement to CATS.

Section 6 Required Forms



CBI FORM 2: Solicitation Form

Copy this Form 2 as needed to document MWSBE contacts.

NOTE: CONTACTS MUST BE VERIFIABLE

§Per Part B, Section 5.3.1 of the CBI Policy, to receive credit for this Good Faith Effort, the Proposer must make the required contacts no less than ten (10) Days before Proposal Due Date adhering to the Solicitation Method and Solicitation Content defined.

A Proposer must submit CBI Form 2 within the time specified in the City Solicitation Documents. If no time period is specified in the City Solicitation Documents, the Proposer must submit CBI Form 2 within three (3) Business Days after the City requests it. For each scope of work proposed by a MWSBE and NOT awarded to a MWSBE, Bidder must complete CBI Form 2A documenting the reasons for rejecting the MWSBEs proposal. ALL supporting documentation, reflecting the Solicitation methods and content, must be submitted at the same time as CBI Form 2

Proposer Name:	
Project Name:	
Project Number:	
# of MWSBEs Contacted	

MWSBE Firm:		Contact Person:	
Scope of Work:		NIGP Code:	
Initial Contact:	<i>Date:</i> _____	<i>Method:</i> <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Courier	
Follow-up:	<i>Date:</i> _____	<i>Method:</i> <input type="checkbox"/> Phone <input type="checkbox"/> In-Person	
Response:	<input type="checkbox"/> No response <input type="checkbox"/> Not bidding <input type="checkbox"/> Is bidding \$ _____ <input type="checkbox"/> Other (<i>explain</i>)		
Selected?	<input type="checkbox"/> YES <input type="checkbox"/> NO (<i>explain</i>)		

MWSBE Firm:		Contact Person:	
Scope of Work:		NIGP Code:	
Initial Contact:	<i>Date:</i> _____	<i>Method:</i> <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Courier	
Follow-up:	<i>Date:</i> _____	<i>Method:</i> <input type="checkbox"/> Phone <input type="checkbox"/> In-Person	
Response:	<input type="checkbox"/> No response <input type="checkbox"/> Not bidding <input type="checkbox"/> Is bidding \$ _____ <input type="checkbox"/> Other (<i>explain</i>)		
Selected?	<input type="checkbox"/> YES <input type="checkbox"/> NO (<i>explain</i>)		

MWSBE Firm:		Contact Person:	
Scope of Work:		NIGP Code:	
Initial Contact:	<i>Date:</i> _____	<i>Method:</i> <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Courier	
Follow-up:	<i>Date:</i> _____	<i>Method:</i> <input type="checkbox"/> Phone <input type="checkbox"/> In-Person	
Response:	<input type="checkbox"/> No response <input type="checkbox"/> Not bidding <input type="checkbox"/> Is bidding \$ _____ <input type="checkbox"/> Other (<i>explain</i>)		
Selected?	<input type="checkbox"/> YES <input type="checkbox"/> NO (<i>explain</i>)		



MWSBE Solicitation Form CBIP Form 2 (page 2 of 2)

Per Part C: "Service Contracts", Sections 4.1 and 4.2 of the CBI Policy: Good Faith Negotiation

4.1. When one or more Subcontracting Goals are set for a Contract, Proposers that fail to fully meet such goals must negotiate in good faith with each SBE, MBE and WBE (MWSBE) that responds to the Proposer's solicitations or contacts the Proposer on its own accord ("Interested MWSBEs). Applicable MWSBE means one listed in the CBI database in a category for which a Subcontracting Goal was identified. The City may also require that Proposers comply with this Section in the absence of Subcontracting Goals

4.2. Failure to Negotiate In Good Faith. The City may find that a Proposer did not meet its Good Faith Negotiation obligation if in the City's judgment, the Proposer rejects an Interested MWSBE's proposal for reasons other than: (a) the MWSBE's proposal was higher than what was proposed by the subcontractor or supplier the Proposer decided to use; (b) the MWSBE was not "Qualified" as defined in Part A, Appendix 1; or (c) the Business Enterprise that will be performing in place of the Interested MWSBE is more qualified than the Interested MWSBE, to the extent that such difference in qualification would materially impact the Proposer's Proposal, or (d) there was a material deficiency with the Interested MWSBE's proposal (such as it being submitted late, containing inaccurate information, etc.). To document Good Faith Negotiation, the City may require Proposers to complete a form that will be included in the City Solicitation Documents. The City may also request on a case-by-case basis documentation sufficient in the City's judgment to prove that the Proposer's reasons for rejecting an Interested MWSBE are valid. Proposers must provide such forms and information within the time period specified by the City. Failure to comply with the requirements set forth in this Section (the "Good Faith Negotiation Requirements") shall constitute grounds for rejecting a Proposal. Notwithstanding the forgoing, Proposers participating in a mentor / protégé program recognized by the CBI Office MWSBE's may reject an Interested MWSBE's bid for work that is being performed by the Proposer's mentee or MWSBE protégé, subject to approval of the CBI Program Manager.

Section 6 Required Forms

Interested CBI-MWSBEs listed on Form 2 whom the Proposer does not ultimately contract with, will need to be documented on an Contracting Good Faith Negotiation Form (**CBI Form B**), providing the rationale as defined in Part C, Section 4.2 of the CBI Policy (v.2017). The documentation of Form B should occur in the following manner:

- One (1) Form B will need to be completed for each subcontracting or sub-consulting opportunity in which CBI-MWSBE(s) submitted a quote, bid or proposal for, and for which a CBI-MWSBE was **not** chosen to perform that work.
- *Proposers must provide such forms and information within the time period specified by the City.*
- *Failure to comply with these requirements shall constitute grounds for rejecting a Proposal.*

Follow-Up Contacts: CBI-MWSBE contacts listed on this Form 2, for which the “Follow Up” check-box is marked would also need to comply with Part C: Section 5 of the CBI Policy (v.2017) in order to qualify for the Good Faith Effort points available for that effort.

The undersigned certifies that the information submitted on this CBIP Form 2 is true and accurate as of the date indicated below. The undersigned further certifies that contacts by U.S. Postal Service, telephone conversations and in person contacts documented on this Form 2 were made in accordance with the requirements of Part C, Section 5 of the CBI Policy and that this shall satisfy as the affidavit confirming such contacts.

Contractor

Signature of Authorized Official

Title

Submittal Date

Section 6 Required Forms

CBI Form B



Good Faith Negotiation Form This form is to be completed for each scope of work negotiated with CBI MWSBE and **NOT** awarded to a CBI-MWSBE.

Interested CBI-MWSBEs listed on **CBIP Form 2** whom the Proposer does not ultimately contract with, may need to be documented on this Good Faith Negotiation Form (**Form B**), providing the rationale outlined below.

§Per Part C, Section 4.4 of the CBI Policy, Proposers must provide Good Faith Negotiation documentation within the time period specified by the City. Failure to comply with this requirement shall constitute grounds for rejecting a Proposal.

Proposer Name:		Proposal Due Date:	
Project Name:			
Project Number:		Contact Person Name:	

CBI-SBE/MWBE INFORMATION

MWSBE Firm Name	Scope of work for which a Bid/proposal was submitted	MWSBE's Bid /Quote (\$)

RATIONALE FOR REJECTING CBI-MWSBE's SUBCONTRACTING/SUBCONSULTING BID:

Was the CBI-MWSBE's bid higher than what was proposed by the subcontractor or supplier the Bidder decided to use; **OR** was the CBI-MWSBE's bid higher than the Bidder's cost of performing such work on its own?

Y N

Who were the other Proposers?
1.
2.
3.
4.

² **If a Proposer contends that the CBI-MWSBEs bid exceeds the Proposer's cost of performing such work, Proposer must provide with its Proposal documentation sufficient to demonstrate to the City's reasonable satisfaction the validity of such assertions.**

Is the Business Enterprise that will be performing in place of the Interested CBI-MWSBE more qualified than the Interested CBI-MWSBE, to the extent that such difference in qualification would materially impact the Bidder's Bid?

Y N

Additional Explanation

Section 6 Required Forms

Is there a material deficiency with interested CBI-MWSBE's bid? (i.e. Bid submitted late; Bid contained inaccurate information)

Y N

If the CBI-MWSBE was **NOT** a "Qualified CBI-MWSBE" (as defined in Part A of the CBI Policy), please state the reasons below:

Additional Explanation

Section 6
Required Forms



REQUIRED FORM 5 – CBI MWSBE SUBCONTRACTOR UTILIZATION

Transit Security Services

The City maintains a strong commitment to the inclusion of CBI-MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities.

Service Providers must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Service Provider is a City-registered CBI-MWSBE, note that on this form.

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	
----------------------	--

Please indicate if your company is any of the following:

MBE WBE SBE None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal (attach additional sheets if needed):

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

[Form continues on next page]

List below all **MWSBEs** that you intend to use on this Contract.

Section 6
Required Forms

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	%
Aggregate MWSBE Utilization	%

Date

Name of Company

Estimated Total Contract Value

Name, Title and Signature

Section 6 Required Forms

Telephone: _____	Fax: _____
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NOTE: CBI-MWSBEs must be actively/currently certified with the City, as of the Bid Opening, in order to be counted towards the CBI-MWSBE Goal for the project.

Upon execution of a Contract with the City for the above referenced project, the Proposer certifies that it intends to utilize the CBI-MWSBE listed above, and that the description, cost and percentage of work to be performed by the CBI-MWSBE as described above is accurate. The CBI-MWSBE Firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Proposer: _____	Date: _____
Signature and Title	
MWSBE Firm: _____	Date: _____
Signature and Title	

Section 6 Required Forms



Payment Affidavit - Subcontractor / Supplier Utilization CBIP Form 6 To be submitted with each request for payment from the City of Charlotte and via email to tewatson@charlottenc.gov. *Copy form if needed.*

Project Name: _____
 Contractor Name: _____ Payment / Invoice # _____
 Contract Number: _____ Invoice Amount: \$ _____
 Payment Period: From ____ To ____ City (Department): CATS

FINAL PAYMENT Check this box only when submitting Final Pay request.

Section 1: Payments to SUBCONTRACTORS

Complete the chart below for all subcontractors used on the Project/Contract regardless of dollar amount. All subcontractors must be registered in the City's Vendor Management System.

Subcontractor's Name	Description of Work Performed	NIGP Commodity Code	Vendor #	Payments this Period	Cumulative Payments

Section 2: Payments to SUPPLIERS

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the City's Vendor Management System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned Contractor certifies the preceding chart is a true and accurate statement of all payments that have been or will be made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Contractor certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Small Business Opportunity Program and may result in the sanctions prescribed therein.

This _____ day of _____ 201 _____

Signature

Print Name and Title

Section 6 Required Forms

To be completed by Department for FINAL PAYMENT

	MWSBE Goal:	N/A %
Total Paid to Contractor: \$ _____	MWSBE Goal Commitment:	_____ %
Total Paid to CBI-MWSBEs: \$ _____	MWSSBE Goal Attainment:	N/A %



CBI- Minority, Women and Small Business Enterprises (MWSBE)

To find additional applicable CBI-MWSBEs go to and only use the “Excel spreadsheets of City certified CBI-MWSBE firms...” see link below...

<http://charlottenc.gov/mfs/cbi/ layouts/15/WopiFrame.aspx?sourcedoc=/mfs/cbi/vendors/All%20City%20MWSBEs%2003.05.2018.xlsx&action=default>

The following areas have been identified as having CBI MWSBEs firms offering services:

- 95207 Alcohol and Drug Testing Services
- 96130 Employment Agency and Search Firm Services (Including Background Investigations and Drug Testing for Employment)
- 90568 Security Screening Services, Personnel
- 91885 Personnel/Employment Consulting
- 03778 Souvenirs: Promotional, Advertising, etc.
- 20000 CLOTHING, ATHLETIC, CASUAL, DRESS, U
- 96175 Translations Services

Only firms listed in the aforementioned CBI database or in the appendix of this document as CBI-MWSBE certified can be considered for any subsequent proposed MWSBE utilization plan that the City may recognize during the proposal evaluation process.

Note: The City of Charlotte recognizes not only the importance of utilizing small, minority and/or women owned businesses, but it is equally important that revenue drawn from Charlotte/Mecklenburg area residents & economy should be reinvested with local versions of those businesses. The CBI program and resulting database of certified firms exists for the purpose of objectively identifying and benefitting Charlotte local minority, women owned and small businesses

Section 6
Required Forms

REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # 269-20180713-561

Transit Security Services

**Companies shall complete and submit the form below as part of their response to this RFP.
Additional pages may be attached as needed to present the information requested.**

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).	
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify the percentage of revenue used for research and/or development by the proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's products or services. Include how long the partnership or certification has been effect.	
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	

Section 6
Required Forms

Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure.	
Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company's team for providing the Services.	
If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
Provide information regarding the level of staffing at your organization's facilities that will be providing the Services, as well as the level of staffing at subcontractors' facilities, if known or applicable.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	
Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.	

REQUIRED FORM 7 – REFERENCES

RFP # 269-20180713-561

Transit Security Services

Companies shall complete the form below. The City’s preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company’s performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Reference 5	
Company Name	
Contact Name	
Phone Number	

EXHIBIT A – SAMPLE CITY CONTRACT

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a contract.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AGREEMENT TO PROVIDE
TRANSIT SECURITY SERVICES

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this _____ day of _____ 201_ (the "Effective Date"), by and between _____, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP # _____) for Transit Security Services dated _____. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain Transit Security Services ("Services"), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.** The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to **COMPANY NAME** in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICE SCHEDULE

EXHIBIT B: SCOPE OF WORK

2. **DEFINITIONS.** This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **DESCRIPTION OF SERVICES.**

3.1. The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

3.2. The Company shall perform the Services on site at CATS' facilities in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. **COMPENSATION.**

4.1. **TOTAL FEES AND CHARGES.** The City agrees to pay the Company for the Services at the hourly rates set forth in Exhibit A, which shall remain firm for the duration of the Contract, provided that the total amount payable under this Contract shall not exceed \$_____ (the "Payment Cap"). The Payment Cap constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties.

- 4.2. **EXPENSES.** The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract unless provided in Exhibit A.
- 4.3. **EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.** The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.
- 4.4. **INVOICES.** The Company shall submit an invoice to the City each month that details the number of hours worked by Company employees broken down by day, Company employee, hourly rate, and task performed. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov.

- 4.5. **DUE DATE OF INVOICES.** Payment of invoices shall be due within thirty (30) days after receipt by the City of an accurate, undisputed properly submitted invoice.
- 4.6. **PRE-CONTRACT COSTS.** The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.
- 4.7. **AUDIT.** During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
5. **RECORDS.** The Company shall be responsible for keeping a record that accurately states the type of Service performed and the number of hours worked by the Company. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Services performed under this Contract, and shall not be required to pay for Services which did not occur, or which occurred in breach of this Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, whenever requested by the City.
6. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.
7. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were

appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

8. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
- 8.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 8.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
 - 8.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
 - 8.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
 - 8.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
 - 8.6. Communication among and between the City and the Company's staff;
 - 8.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
 - 8.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
 - 8.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
 - 8.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.
9. **CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.
10. **RESERVED.**
11. **DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel

or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

12. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

12.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, including but not limited to Key Personnel, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors, including but not limited to Key Personnel.

12.2. Unless approved by the City in writing, the Company's personnel set forth in Exhibit B (the "Key Personnel") shall stay on the Project until termination without any material reduction of such Key Personnel's duties, time on the Project or level of involvement. In the event of a breach or potential breach of the foregoing sentence, the Company will use its best efforts to maintain such Key Personnel on the Project (if necessary, in a subcontracting role).

13. BACKGROUND CHECKS. Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.
- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
- If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

14. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 14.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 14.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 14.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 14.4. Impose a sanction on or require the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 14.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 14.6. Require any party to which it subcontracts any portion of the Work under this Contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be grounds for suspension, termination or debarment.

15. RESERVED.

16. NON-EXCLUSIVITY. The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

17. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS. Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

18. REPRESENTATIONS AND WARRANTIES OF COMPANY.

18.1. GENERAL WARRANTIES.

- 18.1.1. The Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 18.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;
- 18.1.3. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 18.1.4. Neither the Services nor any Deliverables provided by the Company under this

Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;

- 18.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
 - 18.1.6. All information provided by the Company about each Company employee is accurate; and
 - 18.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 18.2. **ADDITIONAL WARRANTIES.** The Company further represents and warrants that:
- 18.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 18.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 18.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
 - 18.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 18.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 18.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

19. OTHER OBLIGATIONS OF THE COMPANY.

- 19.1. **WORK ON CITY'S PREMISES.** The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to performing Services on the City's premises.
- 19.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
- 19.3. **REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES.** In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.
- 19.4. **REGENERATION OF LOST OR DAMAGED DATA.** With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's

machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

- 19.5. E-VERIFY. The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 19.6. IRAN DIVESTMENT ACT. The Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

20. REMEDIES.

- 20.1. RIGHT TO COVER. If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.
- 20.2. RIGHT TO WITHHOLD PAYMENT. If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 20.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF. The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 20.4. SETOFF. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 20.5. OTHER REMEDIES. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

21. TERM AND TERMINATION OF CONTRACT.

- 21.1. TERM. This Contract shall commence on the Effective Date and shall continue in effect for three (3) years with the City having the unilateral right to renew for two (2) additional one (1) year terms.
- 21.2. TERMINATION BY THE CITY. The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a

statement to the City showing in detail the Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with **Section 20.8**; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Company employee through the termination date and the percentage of completion of each task.

- 21.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

- 21.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
 - b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

- 21.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company

agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

- 21.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 21.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 21.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information,” as defined in this Contract.
- 21.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 21.10. **OTHER REMEDIES.** The remedies set forth in this Section and **Section 19** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
- 22. TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:
- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
 - Notifying all affected service providers and subcontractors of the Company;
 - Performing the Transition Services;
 - Answering questions regarding the Services on an as-needed basis; and
 - Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

- 23. CHANGES.** In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

24. CITY OWNERSHIP OF WORK PRODUCT.

24.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

24.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent, and shall treat the Intellectual Property as “Confidential Information” pursuant to **Section 27** of this Contract.

24.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

- 25. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

- 26. INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend

and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City and each of the City’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This **Section 25** shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

27. SUBCONTRACTING. Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

28. CONFIDENTIAL INFORMATION.

28.1. **CONFIDENTIAL INFORMATION.** Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

28.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

28.1.2. *Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”*

28.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

28.1.4. *Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under

North Carolina law.

- 28.1.5. *Citizen or employee social security numbers collected by the City.*
- 28.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*
- 28.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 28.1.8. *Any attorney / City privileged information disclosed by either party.*
- 28.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 28.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 28.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 28.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 28.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in **Sections 27.1.3 through 27.1.13** above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one (1) year prior to the date of this Contract.

- 28.2. **RESTRICTIONS.** The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
 - 28.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
 - 28.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
 - 28.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

- 28.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 28.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 28.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 28.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 28.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
 - 28.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
 - 28.3.2. Was or becomes publicly known through no wrongful act of the Company;
 - 28.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
 - 28.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
 - 28.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
 - 28.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
- 28.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.
- 28.5. REMEDIES. The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

29. INSURANCE.

- 29.1. TYPES OF INSURANCE. **[SUBJECT TO CHANGE AFTER REVIEW BY CITY RISK MANAGEMENT]** The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in

the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

- 29.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 bodily injury each person, each accident and \$2,000,000 property damage, or \$2,000,000 combined single limit - bodily injury and property damage.
- 29.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.
- 29.1.3. Errors and Omissions Liability - Protecting the Company and its employees from claims alleging the failure to provide the services required by this Contract. This policy shall be specific to the performance of this Contract and shall provide limits of \$5,000,000 each occurrence/aggregate. Coverage for intentional tort personal injury claims must be included and must be verified by submission of policy language to the City's Risk Management Division before acceptance.
- 29.1.4. Workers' Compensation and Employers Liability - Meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

29.2. **OTHER INSURANCE REQUIREMENTS.**

- 29.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 29.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 29.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 29.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

29.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

30. COMMERCIAL NON-DISCRIMINATION. As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

31. NOTICES AND PRINCIPAL CONTACTS. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:

PHONE: _____

FAX: _____

E-MAIL: _____

For the City:

Ken Chapman
CATS Safety & Security
South Boulevard Light Rail Facility

Charlotte, NC

PHONE: 704-432-5006

FAX:

kdchapman@charlottenc.org

With Copy To (Company): _____

PHONE: _____

EMAIL: _____

With Copy To (City):

Lisa Flowers
City of Charlotte
City Attorney's Office
600 East Fourth Street
CMGC 15th Floor
Charlotte, NC 28202
PHONE: 704-432-2256
lflowers@charlottenc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

32. MISCELLANEOUS.

- 32.1. ENTIRE AGREEMENT. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 32.2. AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 32.3. GOVERNING LAW AND JURISDICTION. The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 32.4. BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 32.5. CITY NOT LIABLE FOR DELAYS. It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.
- 32.6. FORCE MAJEURE.
- 32.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following

conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

- 32.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 32.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 32.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.
- 32.7. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 32.8. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.
- 32.9. APPROVALS. All approvals or consents required under this Contract must be in writing.
- 32.10. WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 32.11. SURVIVAL OF PROVISIONS. The following sections of this Contract shall survive the termination hereof:
- Section 4.3 "Employment Taxes and Employee Benefits"
 - Section 17 "Representations and Warranties of Company"
 - Section 20 "Term and Termination of Contract"
 - Section 23 "City Ownership of Work Product"
 - Section 25 "Indemnification"
 - Section 27 "Confidential Information"
 - Section 28 "Insurance"
 - Section 30 "Notices and Principal Contacts"
 - Section 31 "Miscellaneous"

- 32.12. **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 32.13. **DRAFTER’S PROTECTION.** Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 32.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 32.15. **CONFLICT OF INTEREST.** The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 32.16. **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 32.17. **HARASSMENT.** The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 32.18. **TRAVEL UPGRADES.** The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company’s invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the foregoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.
- 32.19. **TAXES.** Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby

waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

- 32.20. COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

Exhibit A – Sample Contract

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

[INSERT COMPANY NAME]

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT**

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE/OFFICE/DEPARTMENT/DIVISION**

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

[DELETE THE PRE-AUDIT SIGNATURE LINE IF CONTRACT IS NOT ENCUMBERED]

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: _____ DATE: _____
(signature)



July 25, 2018

TO ALL PLANHOLDERS

**SUBJECT: TRANSIT SECURITY SERVICES, ADDENDUM # 1
(4 pages, plus 2 Exhibits and the attached contract document)**

Plan Holders and Prospective Proposers:

Transmitted herewith is Addendum Number 1 to the subject Contract. The following addendum items are valid amendments to the Request for Proposal description of Scope of Work, Proposal Documents and Evaluation Criteria, and as noted, supersede the corresponding portions of the Request for Proposal documents.

I. Attached and hereby incorporated into the Request for Proposal documents are the following items:

A. SPECIFICATION CHANGES

B. ANSWERS TO REQUEST FOR INFORMATION / CLARIFICATION

Item #	Paragraph	Question
1)	3.1	Section 3.1 in General Scope it states "Company Police" is the only classification of armed personnel to be utilized? Are licensed armed guards acceptable? RESPONSE: CATS requires armed Company Police and unarmed Security Guards under this contract as discussed in the Pre-Proposal meeting.
2)	3.1	In Section 3.1 (B) it gives the current staffing levels. Are these full-time employees? RESPONSE: Yes, full-time equivalents.
3)		Is there a page limit for the RFP. If so, what is it? RESPONSE: There is a 30-page limit to the core proposals, but any attachments such as basic personnel policy document or promotional company literature which you are to include would not be counted against that 30-page limit.
4)	3.7	Are there any sites that require parking passes for employees? If so, what is the cost? RESPONSE: No sites that require parking passes for employees.
5)	3.2	Can you please specify what type of driver training is required? Is it given by the company or a certified training institution?

RESPONSE: Officers must have the BLE block of driver training as well as the stated mandated training. We are currently not sure if Driver training is a topic on the eyarly in-service training list buy the state of North Carolina for 2018.

- 6) 3.2 CATS required training: How many hours of training does this amount to Is training billable?

RESPONSE: RWPP – this training is done during working hours.

- 7) 3.3 Will the company be provided office space/storage on CATS sites for safeguarding of evidence and or prisoner temporary holding?

RESPONSE: Yes, there is a holding cell at the Charlotte Transportation Center and there is a place for evidence.

- 8) 3.3 (2)B1 The use of unarmed security guards that have completed BLET training and awaiting certification by the State. Once they are certified and having worked in an unarmed capacity are they then qualified to work as a Company Police Officer on the CATS project? It states in 3.3 A 1 that they require 3 years' experience as a LEO (law enforcement officer). Just want to clarify if the OJT training in an unarmed capacity negates this requirement.

RESPONSE: Yes, they are allowed under this contract.

- 9) 3.3 D 1 Will CATS provide the training on any of the dispatch software currently being used? If so are these hours billable? How many hours of training would be required?

RESPONSE: If this is required then this is billable, however, please know that CATS will not be paying overtime. There is no set number of hours of training, it will depend upon the pace at which the individual can assimilate the training.

- 10) 3.3 G 2 Body Armor. What is the approved level of body armor the company is to provide its officers?

RESPONSE: Threat Level - II.

- 11) Our current weapons issued are Glock 9mm. Will this be acceptable?

RESPONSE: Weapon preference is Smith and Wesson M&P and Glock 22, both of which are 40-caliber, and this is to remain consistent with CMPD sidearm.

- 12) 3.3 G 2 When will the final determination be made on the use of Tasers? If it is made after the contract award will the additional costs for the equipment and training be invoices separately?

RESPONSE: Tasers are allowed under this contract..

- 13) 3.3 G 3 Other than the 6 vehicles being full size 4 door vehicles are there any

other specifications that need to be adhered to? A) Specific year for vehicle? B) Age of vehicle? C) If a sport utility vehicle as preferred does it still have to be full-sized? D) Color of vehicle?

RESPONSE: 2016 and newer, white or charcoal gray, full-size vehicle as stated in the RFP.

- 14) 3.3 H 1 Are special events requested able to be billed at an overtime rate?
RESPONSE: No. Special events will be billed at the same straight time rate. There will be no allowable billing for overtime labor.
- 15) 3.3 H 1 Are the vehicles listed for special event in addition to the vehicles provided as stated in the prior section?
RESPONSE: No, not in addition to.
- 16) 3.3. H 1 If these are additional vehicles do they still need to meet all the initial requirements as stated in Section 3.3 G 3?
RESPONSE: Yes.
- 17) Strategic Security Corp. has registered with CBI but has not shown up on the list yet. We will still meet the CBI-MWSBE requirements as long as it is updated prior to award?
RESPONSE: The CBI staff as of Tue 7/24/2018 3:28 PM does not have a record of a Strategic Security Corp. registration. An update is not possible as the CBI staff has no record of an application and determination to update. Meaning until and before proposal submission deadline, Strategic Security Corp must submit to CBI a Relevant Market Area Certification Form and copy of their NC-HUB SWUC approval certification letter. And they will need a local registration approval from CBI staff.
- Once and only if officially certified or registered by CBI and before proposal submission deadline, their inclusion would meet the CBI-MWSBE requirement. <http://charlottenc.gov/mfs/cbi/Pages/getting-started.aspx>.**
- 18) Are there any prevailing wage laws that apply to this contract?
RESPONSE: There are no "prevailing wage" laws that would impact this contract.
- 19) Are there any collective bargaining agreements in place?
RESPONSE: There are no City collective bargaining agreements that impact this contract, but individual companies who may submit proposals in response to this RFP might have collective bargaining agreements for their staff. That is outside the control of CATS
- 20) What is the current billing rates?
RESPONSE: The current billing rates would have been established by the amendment to this contract that began contract year 4. Those rates are shown below.

Price Form - Personnel (Contract Years 4 and 5) Annual Cost							
Item	Description	Units of Measure	Units	Original Contract Rate	Revised Pay Rate	Rate Increase	Extended Totals @ Revised Rates
1	Company Police Armed	HR	102,752	\$22.92	\$24.91	8.68%	\$2,559,552.32
2	Company Police (Armed)-Special Duty	HR	608	\$22.92	\$24.91	8.68%	\$15,145.28
3	Security Officer	HR	36,348	\$14.29	\$15.53	8.68%	\$564,484.44
4	Security Officer-Special Duty	HR	308	\$14.29	\$15.53	8.68%	\$4,783.24
5	Security Operations Center Dispatch	HR	12,896	\$16.27	\$17.69	8.73%	\$228,130.24
6	Security Operations Center Dispatch-Special Duty	HR	0	\$16.27	\$17.69	8.73%	\$0.00
7	Account Manager	MO	12	\$7,342.00	\$7,982.36	8.72%	\$95,788.32
8	Operations Assitant	MO	12	\$5,805.00	\$6,311.06	8.72%	\$75,732.72
						SUBTOTAL	\$3,543,616.56
Price Form - Vehicles (Contract Years 4 and 5)							
Item	Description	Units of Measure	Units	Original Contract Rate	Revised Contract Rate	Rate Increase	
9	Patrol Vehicle Auto	Month of Service	36	\$ 1,352.00	\$1,362.00	0.74%	\$49,032.00
						TOTAL	\$3,592,648.56

- 21) What is the annual budget for this contract?
RESPONSE: Please refer to the chart in item #20. However, this table refers to the locally approved contract for CATS facilities and operations which were separate from the Blue-Line Extension project for the LYNX light rail. Company Police and guards for that light-rail extension is covered under a separate GSA contract.
- 22) Is it possible to get a copy of the current contract? Or do we have to do a Freedom of Information Act request?
RESPONSE: The current contract is a public document, and it is attached to this addendum for your reference.

Exhibit - A

Copy of the Pre-Proposal Meeting Sign-In sheets.

DATE: JULY 24, 2018
Time: 10:00am

Pre-Proposal Meeting for:
Transit Security Services
RFP#: 269-20180713-561
RECORD OF ATTENDEES



Item#	Company Name	Representative	Phone Number	E-Mail Address
1	EMT INTERNATIONAL	GREGORY DENTLEY	919-308-4205	Greg@emtintl.com
2	CATS/PROTECTION	EDWARD PULAN	704-432-1052	EPULAN@CI-CHARLOTTE.NC.US
3	Allied Universal	Tyler Kowalczyk	704-591-9339	Tyler.Kowalczyk@aus.com
4	Allied Universal	Trish Furr	980-250-0933	trish.furr@aus.com
5	Allied Universal	Greg Carano	704-609-6093	greg.carano@aus.com
6	SECURITY PROTECTION S&S	MARK OLIPHANT	301-305-3376	MILOPHANT@MSAI.COM
7	GENP	Major Gerald Smith	704-617-2799	gsmith@CMPA.org
8	Strategic	Gene Strader	440 915 7118	estrader@ssccto.com
9	CATS S&S	Kev Chapner	704-517-5591	kdchapner@charlottno.nc.gov
10	CATS OPS	BJ Johnson	704 609 097	bjjohnson@charlottno.gov
11	CATS / BUS OPS	Scott Colburn	704-536-4047	scollburn@charlottno.gov
	INTERNATIONAL SECURITY	Diandra Lewis Charlie Lewis	704 363 1339	charlie@cnationalsecurity.com diandra.lewis@gmail.com

CHARLOTTE AREA TRANSIT SYSTEM

Date: July 24, 2018
Time: 10:00am


Pre-Proposal Meeting for:
Transit Security Services
RFP#: 269-20180713-561
RECORD OF ATTENDEES



Item#	Company Name	Representative	Phone Number	E-Mail Address
12	Allied Universal	Rob Qualkowbush		Robert.Qualkowbush@cats.com
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				

Exhibit - B
Copy of the Pre-Proposal Meeting PowerPoint Presentation


7/26/2018




Pre-Proposal Meeting for CATS
Transit Security Services

Tuesday, July 24, 2018
10:00am (ET)
CATS South Tryon BOD
3145 South Tryon Street
Charlotte, NC 28217
Operations Bldg. Training Room
251/252

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Today's Agenda

1. Pre-Proposal Meeting Agenda
2. Project Overview/Scope of Work
3. Preparation of Proposals
4. Evaluation Criteria & Process
5. Procurement Timeline

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1. Pre-Proposal Meeting Agenda

- Project Presentation (10:00 - 11:30am)
- Sign-In Sheets
- Copy of Pre-Proposal Presentation
- Request for Proposal
- Introductions

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1. Pre-Proposal Meeting Agenda

- Ask questions during the presentation.
- Pre-Proposal meeting discussions will not alter Project scope or process.
- Project Addenda will be the only source that will amend the existing Scope of Work or contract requirements.
<https://www.ips.state.nc.us/ips/>
Search by Project # 269-20180713-561
- High-level summary of the requirements stated in the RFP intended to prompt questions.
- Pre-Proposal Meeting is to provide transparency to the proposal content, criteria and selection process.

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2. Project Overview

Transit Security Services - Scope of Work

- Transit security services include sworn Company Police, unarmed security guards, and dispatchers for CATS facilities or assets including the entire Light Rail System, including light rail vehicles, station platforms, Transit Centers, access areas, and Park-n-Rides
- Service shall be continuous, regardless of weather, disaster, or labor action. Service will be required 24 hours a day, 365 days a year.
- Contract term is 3 years, plus two optional 1-year extensions.
- Jurisdiction: The Contractor's personnel will have jurisdiction **only** on CATS owned or operated properties

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2. Project Overview (cont.)

3.4.1. Company Police Officers (current staffing: 88)

- Maintain North Carolina required BLET certification, current firearms certification and comply fully with North Carolina laws and regulations.
- Comply with the Scope of Services identified in RFP Section 3.3.
- Police Officers assigned to CATS must average 3+ years of service
- Enforce Fare Policy and provide fare inspections on light rail system and Charlotte Transportation Center.
- CATS may determine inspection rates and fare evasion goals.
- Issue appropriate warnings/citations for fare violation and related offenses and maintain records of all incidents for reporting/prosecution
- Testimony in courtroom proceedings/deposition in enforcement activity.
- Enforce State Law, City Ordinances.

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3.4.2 Unarmed Security Officer (current staffing: 34)

- Fully trained and in compliance with General Statutes Ch. 74C.


3.4.3 Account Manager


- Sworn Company Police Officer & Senior on-site supervisor.
- Expected to respond to incidents on a 24-hour basis
- Minimum 3 years experience managing public sector security force
- Must remain in position for a minimum of 1-year

3.4.4 Dispatcher (current staffing: 7)

- Div. of Criminal Investigation (DCI) certification as qualified dispatcher

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3.5.2 Minimum Personnel Standards:

- US Citizenship or legally able to work in the United States
- Twenty-one (21) years of age
- High School graduate or GED.
- Free of felony or Class A-1 misdemeanor or equivalent.
- Maintain all required and applicable licenses


3.5.3 Drug and Alcohol Policy:


- Safety-sensitive position. Contractor to conduct drug testing on personnel prior to assignment and follow-up testing as necessary.

3.6.1 Service Uniform and Equipment:

- Contractor to provide all uniform and equipment to personnel, to include uniform, safety vest, body armor, pepper foam and firearm.

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3.6.3 Vehicles:


- Provide minimum 6 vehicles dedicated to contract (option up to 8)
- Contractor is responsible for all fuel, maintenance and operating costs.
- Vehicles to be full-size, 4-door sport-utility vehicles (SUVs) properly equipped for tasks.

3.6.4 CATS Furnished Equipment:

- CATS may assign the Contractor equipment, supplies, services, deemed necessary (e.g., patrol bikes, cell phones, handheld radios, microphones/buds, headsets)
- All such material shall remain CATS' property
- Contractor is responsible for cost of lost/stolen CATS equipment and all equipment repairs or replacement due to abuse or negligence.

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
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3.7.1 Light Rail Line Security Services

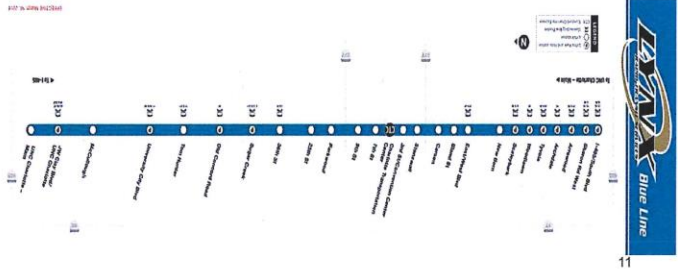
- Physical patrol of light rail vehicles, stations/platforms, Park-n-Rides, fare enforcement, the enforcement of CATS rules and regulations
- Police officers shall perform duties outlined in Post Orders for light-rail Police Officers, and during each shift Officers perform:
 - fare enforcement on vehicles/platforms
 - a minimum of two walk-through patrols at each Park-n-Ride
 - and at least one off-train physical patrol of every passenger station
- Police officers shall work in pairs
- Special coverage shifts may be added for special events

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- 18.9 mile light-rail line
- Runs from I-485 station to UNC-Charlotte Main Campus at University City.
- Weekday service operates from 5:26am to 1:26am
- 26 station platforms
- 11 park-and-ride facilities, 4 of which are parking garages



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3.7.2 Facility Security Services

- Contractor shall provide uniformed security services for CATS operations and facilities throughout the City of Charlotte.
- Security force shall consist of as many officers as the Contractor deems appropriate to cover the required operating hours of each facility with single officer coverage.
- CATS Facility names & addresses described in the RFP Section 3.3-H, which are subject to modification and expansion.

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3. Preparation of Proposals

Cover Letter

- Limited to two (2) pages
- Contractor's contact information, State of Incorporation and Federal Tax ID number.
- Identify both the officer with authority to execute City contract and the contact person for questions during the RFP process.
- Summary of the costs to provide the Services.

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Preparation of Proposals

Executive Summary

- Identify the project team and roles
- Statement on Project Scope
- Highlight specific skills/background making you superior in addressing Scope of Work.

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Preparation of Proposals

- The core of proposals must address items listed in the Evaluation Criteria (Sec.5), with appropriately detailed information.
- Failure to address those items may be judged as non-responsive.
- Assemble proposal in the same order as the evaluation criteria
- Remember required forms (Sec. 4, item "c" through "f")
- Proposal length is limited to 30 pages, w/o attachments
- Proposal package:
 - One original proposal
 - 7 copies (3-ring binders)
 - 1-CD or flash-drive in a searchable PDF or MS-Word format.

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Proposal Evaluation Criteria

No. Criteria	Max Pts
1. Staff Qualifications, Training & Retention Programs	150 pts.
2. Service Delivery Approach, Quality Assurance & Start-up work Plan	140 pts.
3. Price Proposal	150 pts.
4. Firm Experience, Capacity and History	150 pts.
5. Knowledge and Experience of Key Individuals	75 pts.
6. Small Business Enterprise Commitment	<u>35 pts.</u>
TOTAL MAXIMUM SCORE	700 pts.

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Evaluation Criteria

Sec. 5.1: Staff Qualifications, Training and Retention 150 pts

Recruitment:

- Policy for recruitment, screening, and selection processes.

Training:


- Police Officer and Security Officer training programs.
- Use of Force Policy.
- Training/recertification achieved without impacting patrol coverage.
- Copy of your basic employee handbook.

Retention:

- Summary of employee retention programs and features.
- Summary of benefits offered to police officers.

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Evaluation Criteria

Sec. 5.2: Service Delivery Approach, Service Quality Assurance and Start-up Work Plan 140 pts

Service Delivery Approach:


- Approach to staffing levels and plan to minimize staffing shortages.
- Proposed patrol vehicles, equipment and marking scheme
- Ability to pool resources in the event of a significant disaster.
- Identify subcontractors or joint venture partners

Start-up Work Plan:

- Start-Up work plan/activities timeline for the first 180 days of service.
- Steps to ensure that the Project implementation runs smoothly

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Service Delivery ... (cont.)

Service Quality Assurance Programs:

- Metrics utilized to measure performance (i.e. turnover, complaints, overtime, staffing levels, etc.) with calculation methods.
- Programs to ensure the highest quality of your service.
- Customer Complaint Resolution process.
- Methods for measuring and improving performance
- Summary on account management and communication practices.
- Current uniform and grooming standards.
- Customer service philosophy

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Sec. 5.3: Price Proposal 150 pts

- The proposal offering the lowest price will receive the maximum 150 available points, and other proposals scores proportionately lower
- Work hours to be billed at flat rates shown on the Pricing Form
- CATS will not to pay any overtime billing.
- Prices to remain constant for duration of the three-year initial Contract term

Submittal Requirements: Price Proposal Forms (Sec. 6/Form Four).

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Evaluation Criteria

Sec. 5.4: Firm Experience, Capacity and History	150 pts
--	----------------


Contractor Experience and Past Performance:


- Contractor has a minimum of five years managing Company Police and Security Officers and is licensed in the State of North Carolina.
- Contractor's public sector experience (particularly public transit) with years of service, with contact information for comparable customers.
- Contracts of similar size/scope terminated within the last 4 years.

Operational History:

- Number of continuous years the Contractor has been in business.
- List other names under which the Contractor has been in business.
- Describe the Contractor's licensing and any other matters relating to relevant experience not elsewhere covered.
- List total number of current employees.

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Firm Experience... (cont.)


Financial History:


- Provide a statement of Contractor's financial stability and strength.
- Credit reports/bulletins and published statements in the past 5 years
- Bankruptcy or Ch. 7/11 protection in the past 5 years.
- Ability to obtain required insurance coverage (Contract Sec.29)
- Changes business structure (e.g., mergers, acquisitions, divestitures)
- Additional information to reflect Contractors' financial strength.

Legal History:

- Summary of litigation pending/judgments, arbitration or liens, and impact of other proceedings that could affect financial position.
- City reserves the right to require additional information to explain the above citations/violations.
- Failure to provide such information may be cause to reject Proposal

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Sec. 5.5: Knowledge and Experience of Key Individuals 75 pts

- Demonstrate that proposed Account Manager has a minimum of 3 years' experience successfully managing security services in a Public Sector environment, preferably in a public transit setting, or in a military environment, and the necessary training and skills.
- Provide brief resume (1-page) for Account Manager and management team, including professional certifications as appropriate.

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Sec. 5.6 CBI Only MWSBE Utilization Plan 35 pts – Program Overview

The Charlotte Business INclusion (CBI) Program


Seeks to enhance:


- competition and participation of small, minority and women owned firms in City contracting...
- ...to promote economic growth and development in the City of Charlotte and the surrounding area.

The Charlotte City Council's Economic Development committee designed the CBI program with the idea...

“that the success of our MWSBEs is essential to providing jobs, promoting economic growth, diversifying our economy, and reaching our goals as a City”.

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Sec. 5.6 CBI Only MWSBE Utilization Plan 35 pts – Program Overview

The CBI Program:

1. **Certifies** small business enterprise (**SBEs**),
2. **Registers** state certified Minority (**MBEs**) and Women (**WBE**) owned businesses,
3. **Confirms** all firms in its database have a **local business presence** in the Mecklenburg and the surrounding counties,
4. **Tracks CBI MWSBE Utilization on Contracts.**

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Sec. 5.6 CBI Only MWSBE Utilization Plan 35 pts – Things to Know


- On the current contract the prime committed and is achieving a 15% CBI vendor utilization of unarmed security guard services.
- Regardless of MWSBE Plan submission for points during evaluation, the City will be seeking/negotiating MWSBE Utilization on the contract.
- A **successful** MWSBE Plan by selected proposer will be given heavy weight, toward whether negotiations are necessary and whether City staff will need to require additional utilization post selection.

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Sec. 5.6 CBI Only MWSBE Utilization Plan 35 pts – CBI Database

- **Only CBI certified SBE or CBI MBE/WBE registered firms** can be submitted for utilization plans when turning in your proposals for credit or for commitments resulting from negotiations.
 - These are local firms for exclusively locally funded projects.
 - Firms certified under other programs won't be counted for credit




- RFP provides a list of CBI certified Unarmed Security Guard vendors, a sample of list of potential commodity codes and link to the CBI database. <http://charlottenc.gov/mfs/cbi/Pages/vendors.aspx> 27


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Sec. 5.6 CBI Only MWSBE Utilization Plan 35 pts – Completing Forms

- CBI Form 2 "Contacts":
 - ✓ 6 contacts minimum
 - ✓ Tracking type & level of contracts
 - ✓ Circumstances of selections.
- CBI Form B "Good Faith Negotiations" –details reasoning for not selecting one or more CBI firms contacted.
- CBI Form 5 "MWSBE Utilization"–listing the CBI Firms proposed for project team, commodity areas, and projected amounts & %'s.

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Sec. 5.6 CBI Only MWSBE Utilization Plan 35 pts – Negotiation

- Plans that are extensive and inclusive of CBI MWSBE firms will be heavily weighted toward direct confirmation.
- Plans that do not include or have limited MWSBE firms utilization will require negotiation with CATS & CBI staff to get confirmation of the utilization by the selected most qualified firms
 - Note: the current prime is achieving a 15% utilization of CBI firms on the security services contract. The original commitment was 10% but the prime increased during the City Council meeting.
- Post negotiation the prime will need to get individual letters of intent (Form 4) from the participating CBI vendors to solidify commitments to the contract.

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Evaluations Criteria & Process

- CATS Evaluation Committee comprised of members from various divisions, including CATS Safety & Security, Rail Operations, CMPD, and Civil Rights
- During solicitation process, communicate with Procurement Officer **only**, contact with any other CATS staff is grounds for disqualification.
- CATS may advise Contractors of deficiencies in their proposal and request revised proposals and/or Best and Final Offers (BAFOs).
- CATS may request oral presentations/interviews with all Contractors or reduced range of highest ranked Contractors only.
- Select the proposal that best meets the evaluation criteria and is in the best interest of CATS. Final selection is made on a "best value" basis.

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Procurement Timeline
(Dates Subject to Change)

Request for Proposal Advertisement	July 13
Pre-Proposal Conference	July 24
Deadline to Submit Questions/RFIs	July 27
Deadline to Submit Proposals	August 2
Preliminary Evaluation of Proposals	early August
Presentations and Interviews (optional)	TBD
City Council Action	Sept. 24

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Please submit all questions in writing to:

Edward Pullan, Sr. Procurement Officer
Charlotte Area Transit System (CATS)
3145 South Tryon Street
Charlotte, NC 28202
(704) 432-1052
epullan@ci.charlotte.nc.us

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July 30, 2018

TO ALL PLANHOLDERS

SUBJECT: TRANSIT SECURITY SERVICES, ADDENDUM # 2 (8 pages)

Plan Holders and Prospective Proposers:

Transmitted herewith is Addendum Number 2 to the subject Contract. The following addendum items are valid amendments to the Request for Proposal description of Scope of Work, Proposal Documents and Evaluation Criteria, and as noted, supersede the corresponding portions of the Request for Proposal documents.

I. Attached and hereby incorporated into the Request for Proposal documents are the following items:

A. SPECIFICATION CHANGES

B. ANSWERS TO REQUEST FOR INFORMATION / CLARIFICATION

Item # Paragraph Question

- | | | |
|----|-----|--|
| 1. | | How many armed and unarmed officers on the contract are currently compliant with the new contract specifications for training?
RESPONSE: All and new officers are in the process of attending RWPP Training. |
| 2. | | How long, in hours, are each block of training required and are full course curriculum and training materials provided?
RESPONSE: It is up to the company to ensure that all officers receive the state mandated training. For CATS RWPP class the information is provided. |
| 3. | 3.2 | In Section 3.2 Company Requirements the RFP states "Additionally, the Company shall provide CATS required training for all Security Personnel assigned to the Contract that includes, but is not limited to: a. Rail Safety & Operating procedures, b. Field Training Operations, c. Fare Enforcement, and d. Terrorism Awareness Training.
Does CATS have an internal trainer to provide that and, if so, what is the cost and what is the length of each course?
RESPONSE: CATS provides RWPP and Security Awareness Training |

4. Does a bidder have to possess a Company Police License/Certification at time of proposal submission, or alternatively at time of award, in order to be awarded the contract?

RESPONSE: Yes this should be in place when submitting a proposal.

5. Can CATS please provide the current wage rates for the following categories:
- a) Police Officer?
 - b) Security Officer?
 - c) Dispatcher?
 - d) Sergeant?
 - e) Lieutenant?
 - f) Captain?
 - g) Account Manager?

RESPONSE: Please refer to the response in Addendum #1, Item #20.

6. 3.1.B.1 In Section 3.1.B.1. General Scope/Staffing and Jurisdiction the RFP states “(1) Current Staffing Levels: The current staffing levels are Sworn Company Police (88), Unarmed Security Guards (34), and Dispatchers (7), and are considered to be the minimum staffing levels for the duration of this Contract unless otherwise agreed to by CATS and the Company. Can CATS please confirm that these positions are fully staffed currently? This data is important for bidders to be able to assume retention rates and recruitment needs at start of contract.

RESPONSE: The positions are staffed however CATS does understand that turnover does exist.

7. 3.1.B.1 How many of the positions identified in Section 3.1.B.1 are currently staffed by Full-Time personnel? How many are staffed by Part-time personnel?

RESPONSE: All positions are FTE, however, CATS reserves the right to allow part time positions.

8. Can vendors modify the pricing sheet to reflect an alternative staffing/command structure?

RESPONSE: Yes, insert or remove rows as required to reflect the proposed staffing/organization structure, but maintain the same format to the greatest degree possible. If you are altering the staffing/command structure then please add an explanation to that “Pricing Worksheet” (Form 4) to detail why you feel the revised staffing structure is essential to your proposal and what advantages will it provide to CATS in implementing this security program

9. 3.1 In Section 3.1 General Scope the RFP states “All Security Personnel assigned to the CATS contract shall not work on other accounts without CATS written consent and, even with consent to work on other accounts, shall not work on other accounts as part of their normal duty day”. Has the incumbent contractor ever sought this approval and are any of the current staff authorized, by CATS, to work on other contracts? If so how many and which categories? And if so, will

the incoming contractor need to honor those approvals or otherwise re-submit those for approval?

RESPONSE: CATS requires FTE however is aware that some FTE's on the company police contract work at local municipal departments; also CATS is aware that FTE have left the CATS contract and remain with the Company Police as part time employees.

10. 3.2 In Section 3.2 Company Requirements the RFP states "Timesheets shall be submitted with each invoice and shall detail all worked hours for each officer and shall be signed by the individual officer and the Company Project Manager". Will CATS accept electronic invoices and time sheets generated by an automated system?

RESPONSE: Electronic invoices are accepted.

11. 3.2 In Section 3.2 Company Requirements the RFP states "The Company shall develop and implement a Post summary log for each Post that shows the officer that worked each shift, the hours of each shift, sign-in and sign-out of each officer, and a signature certification by the Company's supervisor verifying that the summary log is correct and accurate. The Company shall submit this log with their invoices". Would CATS accept an electronic log with electronic signature to meet this requirement?

RESPONSE: Electronic Logs are accepted.

12. 3.3.A.1 In Section 3.3.A.1 Company Personnel Requirements and Scope of Services/Sworn Police Officers the RFP states "The average years of service in law enforcement for all Company Police Officers assigned to CATS must be three (3) years or more from the start of the Contract, and throughout the term of the Contract". Will CATS please clarify – does this mean each individual officer or the entire body of Police Officers, when taken together, must be an average of "three (3) years or more"?

RESPONSE: The RFP in this Section states that "The average years of service in law enforcement for all Company Police Officers assigned to CATS must be three (3) years or more from the start of the Contract, and throughout the term of the Contract." It would seem clear that it does not require that each officer have 3 or more years of experience, but that taken in the aggregate among all officers assigned to this contract, that the average length of experience is 3 years or greater.

13. 3.3.A.2 In Section 3.3.A.2 Scope of Services the RFP states "Transporting arrestees of Company for arrest processing;...". Can CATS please provide an average of how many times per month (or annually) the incumbent provider has transported detainees for arrest?

RESPONSE: When there is an arrests it is required that the Company Police Transport the arrestee.

14. 3.3 In Section 3.3.I I. Liquidated Damages for Failure to Perform the RFP provides

the monetary level of for liquidated damages and the various criteria that would trigger the imposition of damages. As these fines can represent significant cost to bidders, can CATS please provide the following information regarding liquidated damages:

- a. The total amount of damages/fines levied against the incumbent over the course of the existing contract?
- b. The number of times the incumbent failed to meet the requirements which resulted in fines being levied?
- c. Which provisions of the requirement did the incumbent contractor fail to perform that resulted in fines being levied?

RESPONSE: No fines have been levied.

15. Can CATS please estimate the mileage each vehicle may incur annually?

RESPONSE: This is dependent upon how often the alignment is patrolled as well as other task performed. A vehicle can average 70 miles per day.

16. Can CATS please clarify how many officers are on patrol at a given time?

RESPONSE: Anywhere from 15-20 per shift, numbers can vary depending upon what is occurring.

17. Can CATS please explain the current command structure organization and provide job descriptions for supervisory positions, Captains through the Account Manager.

RESPONSE: One (1) Deputy Chief and (3) Three Captains

18. 3.1.A.2 In Section 3.1.A.2 the RFP states “2) Optional Contract Period Extensions: The City shall have the right to extend the Contract for up to two 1-year optional extensions. Requests for price increases may be considered in the first option year only”. Considering the volatility of the labor market for the foreseeable future, especially in policing, will CATS consider permitting the Contractor to seek billing rate adjustments during the initial 3-year contract term or either option year to recoup future cost increases that are unknown or unquantifiable on the proposal submittal date, such as but not limited to, increases in: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum wage rates; and medical and other benefit costs?

RESPONSE: No.

19. Is CATS exempt from payment of state and local sales and use taxes?

RESPONSE: No.

20. In Section 3.3.F.2 the RFP states that Contractor personnel be “free of felony or Class A-1 misdemeanor equivalent.” We assume those standards are intended to comply with Title VII of the Federal Civil Rights Act of 1964 prohibiting

employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits the blanket exclusion of all those who have any criminal history as contemplated by the cited section. The Guidance requires objective assessment of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Accordingly, will the City consider revising the cited section as follows?

“Free of any criminal conviction that renders such employee unsuitable for the position for which he or she in intended, as determined by application of the criteria set forth in EEOC Enforcement Guidance 915.002 (4/25/12).”

RESPONSE:

21. Section 3.3.G.2.d states “The use of Tasers may be considered under this Contract”. Has CATS ever required the contract security provider to deploy Tasers?

RESPONSE: No

22. 3.3.H In Section 3.3.H.1 the RFP states “The Company should anticipate a minimum of five (5) to ten (10) special events per year where a minimum of eight (8) to ten (10) additional officers will be necessary, per event, in addition to the regular schedule. Additional officers for special events shall meet the minimum training and qualifications stated in the Contract.

- Are these “officers” only police officers or is this requirement met by a combination of Police Officer and/or Security Guards? If both can CATS provide an estimated or historical breakdown from the current contract?
- Can CATS provide historical data from the current contract on how many hours were utilized for this purpose over the course of the contract, or an average year by officer type (Police Officer, Unarmed/Armed Guard)?
- Is such special event coverage be billed at the Special Duty rates to be proposed on Form 4 on page 43?

RESPONSE: The number of officers can increase or decrease depending upon the event and location. Police Officers are required to work the events. Often times the staffing is determined by meetings with the police department and expected number of attendees. The hours are dependent upon the various events that the city of Charlotte host- the proximity to the uptown area/transit center as well as events held in NODA and at UNCC- all events will be billed at the billing rate- no price adjustments. The events vary and can be greater or less than the annual estimate of 2,602 hours of Special Duty service for Company Police. When submitting your Pricing Worksheet (Form 4) add to the send item, “Company Police (Armed) Special Duty” the “Estimated Quantity” of 2,608 hours that will be used in the calculation of the overall proposal cost.

23. Is overtime requested by CATS to be billed at the Special Duty rates to be proposed on Form 4 on page 43?

RESPONSE: "Overtime" will never be requested by CATS and there will not be any overtime rates charged by the service provider to this contract. "Special Duty" rate will apply to those "special events" where additional officer or resources are required to provide sufficient duty coverage.

24. Are hours required by CATS to be worked on City holidays be billed at the Special Duty rates to be proposed on Form 4 on page 43?

RESPONSE: No. The services to be supplied under this contract are expected to be 24-hours a day, 365-days per year which is payable at the normal duty rates. No "special duty" rate or overtime will be paid for hours worked during the City holidays.

25. During the pre-bid meeting CATS representatives mentioned that the incumbent contractor was exceeding the stated SBE/MWBE requirement. Can CATS please provide the posts and duties the current SBE/MWBE is assigned and the names of the SBE/MWBE companies?

RESPONSE: The current contractor is on track to meet the 15% commitment level they quoted to City Council during the contract approval. The commitment is being met through unarmed security guard services at CATS transit centers and video review duties. The original vendor was replaced with the current vendor "Professional Security Services" www.pssprotection.com, who is being used to complete the commitment.

26. **CLARIFICATION. Updated list of CBI confirmed Vendors: 99046 - Guard and Security Services as of July 30, 2018.**

Harrisburg Security, Inc.

99046 - Guard and Security Services
6475 Morehead RD, Harrisburg, NC 28075
Andrew Edward Ives
harrisburgsecurity@windstream.net
SBE---04/05/2018 to 04/05/2021
(704) 467-2370
www.HarrisburgSecurity.com

JSL Services

99046 - Guard and Security Services
227 W 4th ST, Suite 305, Charlotte, NC 28202
J. Erin Owens erinowens@jsllc.net
SBE---01/23/2017 to 01/23/2020
(704) 879-2892
www.myjsllc.net

Nicholant Enterprises LLC

99046 - Guard and Security Services
800 Briar Creek RD, Suite BB416, Charlotte, NC 28205
Sonja P. Nichols sonjapnichols@nicholant.com

SBE---10/31/2016 to 10/31/2019
(980) 256-8256

www.nicholant.com

Southeastern Public Safety Group, Inc.

99046 - Guard and Security Services
4801 East Independence BV, Suite 614, Charlotte, NC 28212

Keith Williams kwilliams@southeasternus.org

SBE---01/27/2016 to 01/27/2019;

MBE---04/12/2018 to 09/12/2018

(704) 394-1500

www.secpd.com

Victory Investigations & Private Protective Svcs

99046 - Guard and Security Services
1105 Mayfield Terrace DR, Apt. T, Charlotte, NC 28216

Niksa K Balbosa

n.balbosa@victoryinvestigations.org

SBE---05/04/2017 to 05/04/2020

(704) 345-9798

LifeGuard Protective Services, Inc.

99046 - Guard and Security Services
4801 E Independence Blvd.; Charlotte, NC 28212

Ojah Vasser

Lifeguardps@carolina.rr.com

MBE---09/09/2013 to 08/09/2020

(704) 319-3180

www.lifeguardprotective.com

Professional Security Services

99046 - Guard and Security Services
9731 Southern Pine BV, Suite A, Charlotte, NC 28273

Candace Ratliff clratliff@pssprotection.com

MBE---03/09/2015 to 04/12/2022

(704) 442-9499

www.pssprotection.com

Southeastern Public Safety Group, Inc.

99046 - Guard and Security Services
4801 East Independence BV, Suite 614, Charlotte, NC 28212

Keith Williams

kwilliams@southeasternus.org

SBE---01/27/2016 to 01/27/2019; MBE---04/12/2018 to 09/12/2018

(704) 394-1500

www.secpd.com

27. CLARIFICATION: The items that were identified during the Pre-Proposal Meeting and in the presentation deck that referred to the “Executive Summary,” should be included in your proposal under the “Proposed Solution” discussed in the RFP Section 4.1.2, those being: a) Identify the project team and roles; b) Statement on Project Scope; and c) Highlight specific skills/background making you superior in addressing Scope of Work.



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LYNX

Transit Security Services

RFP # 269-20180713-561

August 2, 2018

Presented to:

CATS Procurement and Contracts
Management Section
Edward Pullan
Senior Procurement Director
3145 S. Tryon Street
Charlotte, NC 28217
EPullan@ci.charlotte.nc.us

Presented by:

G4S Secure Solutions (USA) Inc.
Michael Nail, CPP
Vice President, General Manager and
Chief of Police
101 N. Tryon St, Suite 1200
Charlotte, NC 28246
704-344-8319
Michael.Nail@usa.g4s.com



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COVER LETTER



G4S Secure Solutions (USA) Inc.
101 North Tryon St
Suite 1200
Charlotte, NC 28246

Telephone: 704 377 2501

Fax: 704 344 8319

Email: wendy.walser@usa.g4s.com

www.g4s.com/us

August 2, 2018

Edward Pullan
Senior Procurement Director
CATS, Procurement and Contracts
Management Section
CATS South Tryon BOD Facility
3145 S. Tryon Street
Charlotte, NC 28217

Dear Mr. Pullan:

On behalf of the dedicated staff in our Charlotte area office, we appreciate the opportunity to participate in your Transit Security Services Request for Proposals. G4S leadership appreciates and believes that an organization is only as good as its people, and that our continued success as your security provider is contingent on the level of service our officers provide to your ridership each and every day. To achieve this objective, we continue to hire and retain only the best individuals and remain dedicated to providing opportunities for their life-long personal and professional development.

G4S understands that the objective of CATS is to identify a security partner with expertise in public transit and the ability to mobilize a self-sufficient, comprehensive security program, to include certified Company Police Officers. Our approach to servicing this project is to recruit quality personnel and provide them extensive training specific to the needs of CATS. We continuously evaluate our performance and make adjustments as necessary to meet and exceed the expectations of CATS. We are the leading provider of Company Police in the State of North Carolina and our transit security expertise is second to none.

G4S stands apart from the competition, as seen in our differentiators:

- **Comprehensive Officer Training** -- The state of North Carolina mandates only 16 hours of training. G4S provides all newly hired security personnel 60 hours of pre-assignment training conducted by an in-classroom trainer.
- **Sworn Company Police Officers** – To staff your armed positions, we hire from our elite Custom Protection Officer (CPO) level of specially trained and experienced security personnel. We sponsor candidates' completion of Basic Law Enforcement Training



(BLET) and individually mentor them in the field for three months to ensure complete proficiency.

- **Custom Protection Officers (CPO)** -- G4S deploys our CPO level officers for unarmed security officer positions to provide physical security inside parking decks.
- **Upscale Security Officer (USO)** -- G4S deploys our Upscale Security Officer (USO) program for dispatchers in the Security Operations Center. Our dispatchers DCI certified and also hold a telecommunicator certification provided by the NC Justice Academy. This puts them on a training level commiserate with other law enforcement communications professionals.
- **Professional Development** -- To promote further career enrichment, G4S offers, at no additional cost to the officer or client, hundreds of e-courses through G4Su, our training university, on topics such as: Active Shooter Scenarios; Slip, Trip and Fall Prevention; and Business Ethics & Compliance. On average, G4S security officers have completed over 250,000 G4Su courses per year.

We are confident that we will continue to be able to meet and exceed all of your expectations from the RFP while allowing you to realize all of your budget requirements. We would like to ask to meet with you in person to present our proposal.

<u>Contractor Information:</u> G4S Secure Solutions (USA) Inc. 101 N. Tryon Street, Suite 112 Charlotte, NC 28246 Telephone: 704-377-2501 Fax: 704-344-8319	<u>Executive Information:</u> Michael Nail, CPP Vice President & Chief of Police G4S Secure Solutions (USA) Inc. 101 North Tryon St Suite 1200 Charlotte, NC 28246 Telephone: 704-377-2501
--	---

Thank you for including us in your Transit Security Services RFP. If you need any clarification or further information, please do not hesitate to contact me directly at michael.nail@usa.g4s.com or 704-377-2501.

Sincerely,

Michael Nail

Michael Nail, CPP
Vice President & Chief of Police



EXECUTIVE SUMMARY

G4S has been providing security services in the US since 1954, as The Wackenhut Corporation. After 48 years of unprecedented growth and becoming one of the largest security companies in America, The Wackenhut Corporation merged with Group 4 Falck A/S based in Denmark in 2002, beginning a transformation to becoming the global security leader. In 2004, Group 4 Securicor was formed from the merger between Securicor plc and Group 4 Falck A/S's security business. G4S plc is now the world's leading international security solutions group which specializes in outsourcing of business processes in sectors where security and safety risks are considered a strategic threat.

G4S is incorporated in the State of Florida and employs approximately 40,000 employees in the United States. The G4S local area office began security operations in Charlotte in 1990 and provides more than 28,200 hours per week of security services, employing more than 982 licensed security professionals.

Our transit expertise is a culmination of more than 28 years of service and the development of best practices across the country. During our tenure at transit agencies nationally, G4S Officers have successfully handled thousands of incidents involving crimes against people and property at customer facilities while maintaining a high degree of customer service. G4S also has the proven experience with CFR 49 compliance, Threat Vulnerability Assessments, and the development of System Security Program Plans that meet the post 9/11 security concerns of forward-thinking transit agencies. In addition to the Charlotte Area Transit System, our long term transit customers include Tri-Met in Portland, OR, SCAT in Sarasota, FL and Tri-Rail in South Florida.

OUR COMMITMENT TO CHARLOTTE AREA TRANSIT SYSTEM

Since 2013, G4S has operated a full-service security solution, including a sworn Police Agency for the Charlotte Area Transit System. We are responsible for the safety and security of the Main Transit Center located in center city Charlotte. We also have a special unit assigned to provide fare checks on the Light Rail Trains, and providing Safety and Security for the passengers on the train and train Platforms. Our personnel provide security and accompany the (CATS) personnel responsible for collecting monies from the Ticket Vending Machines (TVMs) throughout the line. G4S also has a Uniformed Bike Squad to assist at the Transit Center, Train Platforms and provide a mobile patrol for safety and security. Company Police Officers have Arrest and Investigative Jurisdiction only on property owned by the Charlotte Area Transportation System. Our officers are responsible for the Safety and Security of the entire facility, which includes foot and bike patrol and hourly scans of the area.



Our promise is to continue to deliver a high quality, cost effective and compliant service for you; both today and in the future. We are committed to:

- Delivering a consistent, high standard of security that protects CATS' people, property, and reputation
- Providing a dynamic security solution through utilization of superior security officers and proactive technology offerings
- Delivering innovation and continuous improvement that is responsive to your dynamic transit environments and evolving needs
- Fostering positive relationships with local law enforcement and the surrounding community

SOLUTION OVERVIEW

The G4S solution for CATS looks at the challenges of securing the various transit locations to



reduce costs and deliver a better experience for the ridership. Our solution is designed to release the wider benefits and provide an innovative program that transforms performance and ultimately delivers more than the sum of its parts. We believe our proposed solution for CATS will provide:

Quality Officer Programs with Training Specifically For CATS

Our solution provides CATS with specialized levels of officers to match the protection needs for CATS. We are the leading provider of Company Police Officers within the State of North Carolina. Our program began in 1995, and currently serves CATS and General Electric Nuclear in Wilmington, NC. Complementing our expertise with deployment of Company Police Officers, we use our experience-based officer programs to provide higher quality security officers than the industry standard. This higher standard is seen in their appearance, attitude and performance. Each officer completes a comprehensive training program designed in cooperation with CATS to focus on key skills such as customer service, emergency response procedures, terrorism awareness, work place violence, and de-escalation.

Emergency Services available if the need arises

G4S has a well-established and documented Disaster/Emergency Operations Plan that has been developed from our extensive experience providing these services. In addition, we have standard Disaster and Emergency Services Agreements that can be implemented to allow us to quickly respond to the needs of CATS in the event of an emergency or disaster. G4S is the only security services organization that has this level of experience and we look forward to the opportunity to continue our partnership with CATS.

Best-In-Class Management Team

Our solution provides you with an experienced management team that can dependably deliver against your service requirements to ensure you continue to receive the best value from G4S. Our management team combines a foundation of law enforcement expertise with demonstrated experience servicing the various types of locations in a county environment. Our management team for CATS includes Account Manager, Deputy Chief of Police Richard Goff, Operations Assistant, Captain Brian Kale and Training Manager Roy House. Additional management support is provided by the Charlotte Area Office team, who will augment CATS staffing for special events and other requests, and provides the supporting infrastructure to the program through such functions as Human Resources, Equipment, Uniforms, and Payroll functions.

COMPSTAT for Quality Assurance

The CompStat model is a management process within G4S performance management framework that synthesizes analysis of crime and disorder data, strategic problem solving, and a clear accountability structure in order to identify crime patterns and problems. Based on this analysis, we are able to implement tailored and timely responses correctly as well as assessing whether responses are effective in reducing crime and disorder for CATS.

To continue to ensure ongoing quality assurance and continuous improvement, G4S will implement monthly CompStat meetings with CATS to support crime analysis and action to displace or deter crime from CATS property. With CATS' approval, CompStat will be used to focus roving patrols and supervisors on any potential areas of concern or as a driver of any tactical operations either directly by G4S or in conjunction with the Charlotte-Mecklenburg Police Department.

The advantage of deploying our Sworn Company Police Officers and Security Officers led by experienced transit security leaders is security service performance that results in true crime suppression and crime deterrence on par with any security team.



BODY OF PROPOSAL

5.1 STAFF QUALIFICATIONS, TRAINING AND RETENTION PROGRAMS

RECRUITING, SCREENING AND SELECTION

1. A detailed summary of your policy for the recruitment, screening, and selection processes specific to this assignment. A special emphasis should be placed on recruiting practices.

As CATS' incumbent, G4S' recruiting ensures a steady and continual source of qualified candidates for any police officer and security officer openings on your account. Whether it is staffing for your permanent sites, unplanned events, or seasonal coverage. G4S' recruiting is the starting point for a full staff of qualified officers. Components of our recruiting include:

- **G4S Career Center** – G4S award-winning online community and resource center provides a virtual resume tool, forums, groups, and networking opportunities. G4S' online recruiting is highly efficient, cost-effective, fully compliant and best of all; it's an easy and welcoming experience for job seekers. G4S vehicles assigned to CATS even have the Career Center web address (<https://usajobs.g4s.com/>)
- **Applicant Tracking System** - To ensure a timely supply of candidates that match your officer requirements, G4S uses its fully automated online Applicant Tracking System (ATS). Our proprietary ATS, part of the G4S Career Center, uses semantics matching to align candidates with the right G4S job opportunities. Our ATS ensures full regulatory compliance through automated reporting. This means G4S is always current with all Office of Federal Contract Compliance Programs (OFCCP) reporting requirements.
- **Specialized Military Recruitment Program** - G4S recruits using its award winning Military Transition Program. Through an agreement with the U.S. Army, G4S is able to recruit pre-qualified returning veterans. We have full-time dedicated military recruiters that make overseas' recruiting trips seeking qualified military law enforcement personnel.
- **Traditional Recruiting Channels** – G4S also recruits through a wide range of traditional channels, such as job board postings, social medial, college campus career fairs and local police and sheriff's departments, military organizations, state employment services and veteran's organizations.

STAFF QUALIFICATIONS

G4S security personnel assigned to CATS must understand the risks inherent to your specific environment, and be prepared to efficiently handle a wide spectrum of problems. Working on the CATS' account commands interaction with a diverse group of people – from management and staff to patrons Officers must possess customer relationship skills and the ability to maintain their composure under stressful conditions. To become a G4S security professional for the CATS account, **all** candidates must first meet the following basic qualifications:

- At least 21 years of age
- Possess a high school diploma or equivalent
- Be a U.S. citizen, or a legal alien possessing appropriate work permit or visa
- Be screened, trained and licensed (where applicable) in accordance with CATS requirements, including CPR and First Aid certifications and AED qualifications
- Free of Felony or Class A-1 misdemeanor, or equivalent
- Good health, emotionally stable, mentally alert and able to perform job responsibilities



- Possess a work and character background that indicates dependability, reliability, and the ability to work harmoniously with others
- Fluent, both orally and in writing, in English and/or a language appropriate to the assignment, at a high school level and be clearly understandable via radio communication transmissions
- Possess the capacity to acquire a good working knowledge of all aspects of the job; and be able to successfully complete a written, validated examination indicative of their ability to understand and perform the assigned duties
- Honorably discharged if served in a branch of the military service
- Must not have been terminated from any previous employment for other than honorable circumstances
- Provide a contact telephone number, have reliable transportation, and be available in the event of an emergency
- Able to operate under stressful situations
- Possess basic computer *skills and/or security systems knowledge as required*

COMPANY POLICE OFFICER ADDITIONAL QUALIFICATIONS

In additions to the basic qualifications, Company Police Officers must possess:

- Must have completed a State Mandated Basic Law Enforcement Training Academy
- Must be currently certified as a law enforcement officer by the North Carolina Criminal Justice Standards and Training Commission or North Carolina Sheriff's Standards and Training Commission or eligible to become certified by the NC Criminal Justice Standards and Training Commission.
- Pass a State Mandated Physical Examination
- Pass a Psychological Examination
- Successfully pass a comprehensive G4S Background Investigation
- Successfully pass a comprehensive Background Investigation conducted by the G4S Special Police Division Department (mandated by NC Criminal Justice Standards and Training Commission)
- Successfully pass a Background Investigation conducted by the NC Attorney General's Company Police Administrator.
- Successfully pass a State Bureau of Investigation Polygraph Examination (probationary applicants)
- Successfully pass a comprehensive written Police Certification Exam administered by the Administrator of Company Police within the NC Attorney General's Office.

Individuals serving as Dispatchers or Security Supervisors will be required to meet the job specification requirements as well.

SCREENING & SELECTION

G4S performs the following comprehensive screening of all candidates prior to assignment to the CATS account.

- Identity Verification - Social Security Trace Report & E-Verify
- Criminal Searches (10 years):
 - Statewide Criminal Search (where available)
 - County Criminal Search (when state not available or historically incomplete)
 - Multi-jurisdictional & Sex Offender Search (Includes OFAC SDN Search (Terrorist Watch List))



- 10-panel Drug Screen conducted through Quest
- 7 Years of Activity (Employment, Unemployment, Education)
 - Review, investigation and resolution of all gaps 90 days or longer
- Driver's License (DMV) Check (annually thereafter for all driving positions)
- Military service (DD214) – if applicable
- I-9 verification

TRAINING

2. Training: a. Provide a detailed summary of your proposed Police Officer and Security Officer training program specific to this assignment.

All G4S officers receive world-class training developed by our G4S North America Training Institute, which was the first training organization to pursue ISO 9001:2015 registration in the security guard industry. NATI was named one of Training Magazine's Top 125 employer-sponsored training programs every year from 2007-2018. NATI designs curricula for security officers in all major industries such as, petro-chemical, retail, residential, ports and transportation. All security personnel assigned to the CATS account will participate in our Transit Security Training Program. Students are tested on the contents of this program, and test scores are documented in the individual's training record.

PRE-ASSIGNMENT TRAINING - TRANSIT SECURITY TRAINING PROGRAM

All G4S candidates assigned to CATS must complete a 60-hour pre-assignment training curriculum that is specific to transit security. An overview of the course topics include:

- **Security Officer General Orientation Program 1 & 2:** Two-hour introduction to the private security industry and G4S.
- **Safety Orientation:** Focuses on G4S Passport to Safety program handbook. Program provides information on accident reporting, blood borne pathogens, driver safety, emergency response planning, hazard communication and accident prevention.
- **Code of Conduct and Standards of Behavior:** Instructor reviews the G4S code of conduct and standard of behavior. The program focuses on uniform appearance, male and female grooming, employee discipline and general performance expectations. Trainees sign a statement indicating they have reviewed and understand requirement.

Basic Preparedness (LP—Learning Program)

- **LP- 1 Basic Duties of Private Security Personnel:** The Ambassadorial role, access control, Image & Professionalism, ethics, and commitment, summary of patrol, reporting and authority
- **LP-33 Shift Work, Sleep and Alertness:** The biological clock and its affect upon shift workers, provides research and links between nutrition and sleep, tips on improving the sleep process thereby improving vigilance on the job

Legalities

- **LP-3 Legal Authority of the Security Officer:** Program deals with the authority that affects all private citizens, North Carolina law, types of crimes, response to crimes in progress in the context with the security officer's authority
- **LP-38 Powers of Arrest:** Program builds on LP-3, deals with legalities of arrest, use of force, constitutional guarantees of the arrestee and related topics.
- **LP-5 Search and Seizure:** Program reviews constitutional rights under 4th & 5th amendments, searches incidental to arrest, implied consent, client directed searches and searches of vehicles



- **LP- 4 Protecting Crime Scenes and Preserving Evidence:** How the security officer can be effective in protecting a crime scene in anticipation of the arrival of law enforcement or other authority.
- **LP-11 Courtroom Testimony:** Perception of the security officer by judge and jury, the court system, security officer preparation for court, reports and testimony.

Physical Security

- **LP- 6 Techniques of Effective patrol:** Purpose, objectives and types of patrol, Patrol techniques, patrol tours, vehicular and foot patrol.
- **LP- 10 Night Vision Techniques for Patrol:** Program explains how the eye functions and provides simple techniques for helping the eye adjust to changes in light intensity during hours of darkness.
- **LP- 30 Patrol Vehicle Safety:** Program focuses on professionalism while conducting vehicular patrols and transiting from post to post and defensive driving.
- **LP- 18 Facility Access and Key Control:** Program deal with key control, facility access control, card reader systems and fundamental responsibilities
 - ✓ **LP-67 Transit Security Systems:** Security of bus and train systems and the role of the security officer in dealing with, fare evasion, graffiti, vandalism, vagrants, terrorism and other crimes.
 - ✓ **LP-69 Closed Circuit Television (CCTV):** Program provides overview of CCTV systems and the role of CCTV in security operations.
- **LP- 70 Parking Facility Security:** Program discussion of general garage and lot security issues and exploration of relevant security techniques.
- **LP-12 Crowd Management:** Types of crowds, advance planning, how to communicate with crowds, effective assertion and special crowd manage challenges such as special events, picket lines and protest.

Professional Communications

- **LP-22 Field Note – Taking:** Purpose of security notes, characteristics of good field notes, what should be in field notes, links to effective report writing.
- **LP- 7 Report Writing:** The five elements of report writing are reviewed, how to incorporate field notes into reports, rough drafts, outlines and final reports
- **LP-14 Two Way Radio Operations:** Covers basic radio communication, FCC regulations, care and use, and microphone techniques.

Interpersonal Relations

- **LP-17 Interpersonal Communications:** Explains the communication process, barriers to effective communications and tips to overcome barriers
- **LP- 35 Abnormal Behavior:** Explains conditions that make a person exhibit abnormal traits, mental illness, alcohol, substance abuse and psychopathic personally.
- **LP-58 Private Security & Police Relations:** Acquaints the security provider with the importance of developing and maintaining good working relationships with local law enforcement.
- **LP-54 Cultural Diversity:** Understanding what traits that distinguish one culture from another and why diversity is crucial to internal teamwork and customer service
- **LP-59 Sexual harassment:** Program explores the various contexts of sexual harassment and conduct in the work place, perception of harassment, defining unwelcome conduct and G4S policy.



Specialized Topics

- **Officers Introduction to the Charlotte Area Transit system:** Program developed in conjunction with G4S as an introduction to the Charlotte Area Transit System
- **Anti-Terrorism for the Security Professional:** Four-hour block of instruction on weapons of mass destruction
- **First Aid / CPR / AED:** Multimedia First Aid, CPR and AED
- **Rail Safety & Operational Procedures**
- **Field Training Operations**
- **Fare Enforcement**
- **Terrorism Awareness**

Additional Training

- Dispatcher Certification for Dispatch Officers (24 hours)
- Driving Training for Company Police Officers (8 hours)

ON-THE-JOB TRAINING

- Up to 24 hours, depending upon the position

ANNUAL REFRESHER TRAINING

- 16-24 hours, depending upon the position

BLET CERTIFICATION FOR ALL COMPANY POLICE OFFICERS

G4S sponsors candidates through their completion of Basic Law Enforcement Training (BLET). Candidates agree to work for G4S as a Company Police Officer for two years and in exchange G4S pays tuition costs, books and equipment. Depending on the curriculum, the employee works for G4S as a security officer and becomes familiar with transit security specific to CATS. G4S uses a structured law enforcement field training program using a Field Training Officer (FTO). Once a certified Company Police Officer, a G4S Field Training Officer (FTO) works alongside the officer in an on-the-job training program that includes three month-long phases. In each phase, as the new police officer becomes proficient in each area of police duties, the officer assumes more responsibilities and autonomy while under the personal observation of the FTO.

BLET Certification (630 hours) includes: Constitutional Law, Laws of Arrest, Search and Seizure, Elements of Criminal Law, Law Enforcement, Communication and Information Systems, Elements of Criminal Law, Defensive Tactics, Juvenile Laws and Procedures, First Responder, Firearms, Patrol Techniques, Field Note taking and Report Writing, Mechanics of Arrest: Vehicle Stops, Mechanics of Arrest: Custody Procedures, Mechanics of Arrest: Processing Arrestee, Crisis Management, Crime Prevention, Special Prevention, Special Populations, Civil Disorders, Criminal Investigation, Interviews; Field and In-Custody, Controlled Substances, ABC Laws and Procedures, Electrical and Hazardous Material Emergencies, Motor Vehicle Law, Techniques of Traffic Law Enforcement, Traffic Accident Investigation, Law Enforcement Driver Training, Preparing for Court and Testifying in Court, Dealing with Victims and the Public, Ethics for Professional Law Enforcement, Physical Fitness Training, Civil Process for Basic Law Enforcement, Supplemental Custody Procedures and State Certification Exam.

SUPERVISOR LEADERSHIP TRAINING

Each supervisor at CATS is encouraged to complete the G4S Leadership Manual course within six months of assignment as a supervisor. The University of Maryland recognizes this self-study program as an 80-hour course and will award the learner eight continuing education units (CEU's) upon completion of the course. Additionally, American Council on Education recommends full college credit for this course.

CONTINUING TRAINING



The G4S Learning Management System (LMS) is a secure, on-line training system with over 200 learning programs for on-going training. It's continually updated with new courses and easily accessible to all G4S Security Officers from any computer with Internet access at <http://myg4straining.com>. After each course, employees receive a certificate of completion and their training record is automatically updated with the course title, date and time that the course has been successfully completed.

b. Provide, in specific detail, your Use of Force Policy, and describe its presence in the proposed training program (failure to provide this in sufficient detail that a reasonable person would clearly understand the guidelines given to your officers in the use of force and how use of force incidents are investigated, may result in a lower evaluation score for this criteria).

Below is an excerpt from the G4S Use of Force Policy. Although the policy currently refers to pepper spray, it would be modified to incorporate pepper foam to eliminate any possible confusion.

Scope: At times, Officers are confronted with situations where control is required to effect arrests or protect public safety. The Officer is to make every effort to achieve control through advice, warnings, and persuasion, without the use of force.

In situations where resistance or threat to the safety of the Officers or others is encountered, and all other reasonable alternatives have been exhausted or would clearly be ineffective, appropriate physical force may be used, consistent with the policies stated herein. Ref: Arrest Authority/Limitations NCGS 74-E.

The amount of force that one should use in making an arrest and/or maintaining the public safety depends upon the seriousness of each situation. It is nearly impossible to state exactly how much force can be used in a particular situation. Courts, however, have set the following general guidelines: An Officer may use only that amount of force that is **reasonable and necessary** to handle a specific situation. The use of appropriate force to subdue a belligerent or threatening arrestee is authorized. The use of force as punishment, however, is never appropriate or authorized.

In making an arrest, it is often sufficient to simply inform the person being arrested that they are under arrest, the reason for arrest, and give appropriate verbal directions to the arrestee. Whenever possible, this is to be done.

In the event an arrestee does not respond to verbal warning and/or directions, appropriate physical force may be used, as outline hereafter.

Never create a situation by your attitude, approach, or actions, which unnecessarily provoke the need to use force.

Police officers need not retreat or desist in the use of reasonable force. However, deadly force or force likely to produce serious injury shall not be used if the incident prompting the use of force is a misdemeanor. Deadly force or force likely to produce serious bodily injury is to be used only as a last resort in life threatening situations.

OFFICERS MAY NOT CARRY OR USE ANY WEAPON NOT AUTHORIZED BY G4S

Escalation of Force: Officers shall, to the extent possible, use an escalating scale of force and will not use measures that are more forceful unless a lower level of force is inadequate or inappropriate. The escalation of force policy is as follows:



1. Mere Presence
 2. Verbal Commands
 3. Physical Strength/Control Holds (Excluding Carotid Holds)
 4. Pain Compliance Control Holds
 5. Chemical Agents
 6. Baton
 7. Deadly Force
- ❖ Nothing in this order shall preclude Officers involved in a threatening situation from discarding sequential steps when such steps would clearly be ineffective.

c. Provide a detailed training staffing plan, indicating how all Initial Training and Recertification Training will be achieved without negatively impacting scheduled post or roving patrol coverage.

Our Human Resources tracks monthly certification and annual refresher expirations through a report provided to supervisors 60 days prior to expiration. Once identified, the supervisor works with our Field Training Officer, ensuring the employee is scheduled for recertification/annual refresher training prior to expiration utilizing one of the following methods avoiding schedule disruption:

- Cover any required shifts with part-time or Flex Officers who have successfully completed CATS' training program.
- Temporarily implement 12 hour shifts, allowing flexibility of Officers until training is complete.
- Schedule evening, weekend or morning training classes ensuring CATS' daily operations are not impacted.

d. Outline your current practices on follow on testing; drills; and exercises.

G4S North America Training Institute is committed to designing, developing and delivering the best learning opportunities available for our employees. Our skill-based testing, evaluation and reporting ensure that G4S employees are effectively trained to meet the high standard of All drills include key metrics with a goal of continuous quality improvement and feedback on performance. G4S participates in all scheduled and coordinated multi-agency and multi-jurisdictional table top exercises and active drills. G4S also conducts weekly in-service training with all staff on topics pertinent to transit police, transit safety and law enforcement in general. G4S encourages and makes additional training available such as Crisis Intervention Techniques (CIT), Field Training Officer, and First Line Supervisor.

e. Provide a copy of your basic employee handbook.

A copy of the G4S Employee Handbook has been attached in the Appendix section of the proposal

RETENTION PROGRAM

3. Retention a. Provide a detailed summary of your employee retention programs and their features.

Over the past year, turnover of G4S personnel assigned to CATS over the past year was 5.7%, which is unheard of in the security industry where turnover is normally 200-300%. We attribute high retention of experienced security personnel at CATS to several factors:

- CATS environment offers a dynamic and challenging environment for security-minded individuals to excel in their careers
- G4S officers assigned to CATS are devoted in their service to the Charlotte community.
- G4S' sponsorship of candidates through completion of Basic Law Enforcement Training (BLET)



- Commitment to rewarding and recognizing talent assigned to CATS
- Proper Pay for Skills & Experience
- Enhanced Benefits & Incentives
- Training for Success & Career Development
- Meaningful Communication: Listening & Sharing

BENEFITS

b. Provide a summary of the benefits offered to police officers as a measure of efforts to minimize personnel turnover.

When it comes to attracting and retaining the best security professionals in the industry, we believe our customers are served best when our employees are served first. And that means providing a competitive wage and making available comprehensive health and wellness benefits for our officers. At G4S, we believe we have an obligation to provide our security personnel with a meaningful wage and a broad range of employee benefits, and we have provided comprehensive major medical insurance long before it was mandated by law. We have found that when G4S security officers participate in our health insurance plans, turnover at our security posts is reduced by over 45%.

Medical Insurance - Bronze Plan and Silver PPO Plan Overview

G4S pays 100% of the premium of healthcare for Company Police Officers.

G4S offers employees an Affordable Care Act (ACA) compliant medical insurance plan administered through Blue Cross Blue Shield. Under this preferred provider organization (PPO) plan, employees receive a full range of covered services and direct access to specialists without the need to gain approval from a primary care doctor.

The Bronze Plan offers employees the strength and breadth of the BlueCross BlueShield network while providing flexibility in seeking providers. Employees can choose to upgrade from the Bronze Plan to the G4S Silver Plan, offering employees a lower in-network deductible with the added advantage of out-of-network benefits.

The G4S Blue Cross Blue Shield Bronze and Silver plans offer employees (other than Company Police Officers) the following in-network benefits:

Plan Provisions	Bronze PPO Participant Pays	Silver PPO Participant Pays
Annual Deductible	\$6,000 per individual	\$1,000 per individual Non-network: \$12,500 per individual
Annual Out-of-Pocket (OOP) Maximum	Individual: \$7,150 Family: \$14,300	Individual: \$7,150 Family: \$14,300
Preventative Services*	0%	
Office Visits*	Primary Care Physician: \$20 Specialist: \$70 (max 10 visits)	Primary Care Physician: \$20 Specialist: \$60 (max 10 visits) Non-network: 50% coinsurance†
Telemedicine (Teladoc)*	No Copay (available 24/7 and offered to entire household even if G4S member elects employee only insurance)	
Urgent Care*	\$50 copay	\$50 copay Non-network: 50% coinsurance†



Plan Provisions	Bronze PPO Participant Pays	Silver PPO Participant Pays
Outpatient Surgery†	50% coinsurance	\$300 copay and 40% coinsurance Non-network: 50% coinsurance
Inpatient Hospitalization†	50% coinsurance (max 21 days)	\$1,000 copay per day (up to 5 days) and 40% coinsurance (max 21 days) Non-network: 50% coinsurance
Lab and Imaging†	50% coinsurance	40% coinsurance Advanced Imaging Services: \$250 copay and 40% coinsurance Non-network: 50% coinsurance
Durable Medical Equipment†	50% coinsurance	\$150 copay and 40% coinsurance
Emergency Benefits†	50% coinsurance (max 4 visits)	\$300 copay and 40% coinsurance
Prescription Coverage through CVS/Caremark*	Generic: \$7 in-person copay for 30-day supply Generic: \$14 for mail-order copay for 90-day supply Preferred Name: 35% Brand Name: 50%†	Generic: \$7 in-person copay for 30-day supply Generic: \$14 for mail-order copay for 90-day supply Preferred Name: 35% Brand Name: 50%†
Blue365 Health & Wellness Deals	Discounts and savings on health and wellness products & services, including discounts on gym memberships, dieting programs, wellness equipment, eyewear, nutritional aids and more.	
Quit For Life® Tobacco Cessation Program	Available to enrolled employees and their dependents, the nation's leading tobacco cessation program is designed to help users overcome their physical, psychological and behavioral addiction to tobacco through medication support, phone-based cognitive behavioral coaching, web-based learning and social support.	
Monthly Premium	Employee Contribution: <ul style="list-style-type: none"> ▪ Employee Only: \$154.50 ▪ Employee & Spouse: \$661.20 ▪ Employee & Child(ren): \$661.20 ▪ Employee & Family: \$738.80 	Employee Contribution: <ul style="list-style-type: none"> ▪ Employee Only: \$299.60 ▪ Employee & Spouse: \$1,023.30 ▪ Employee & Child(ren): \$1,023.30 ▪ Employee & Family: \$1,135.00

Table 1. Blue Cross Blue Shield Medical Insurance Bronze and Silver Plans

* Payment toward annual deductible not required for the following in-network services: primary care physician visits, specialist office visits, telemedicine, preventative care, urgent care, generic or preferred name prescriptions

† Coinsurance applied after deductible is met for the following services: outpatient surgery, inpatient hospitalization, labs and imaging, durable medical equipment, emergency benefits, brand name prescriptions and all non-network services

Vision Insurance (Voluntary) Plan

G4S offers a vision program in conjunction with Vision Service Plan (VSP) designed to protect employees' visual wellness. VSP maintains the nation's largest eye care network with thousands of providers throughout the country. This plan also includes benefits for out-of-



network providers.

Plan Provisions	In-Network Vision Participant Pays	Non-network Vision Participant Reimbursement
Eye Exam (every 12 months)	\$15 copay	Up to \$45
Lenses (every 12 months)	\$30 copay	Single vision: Up to \$45 Bifocal: Up to \$65 Trifocal: Up to \$85
Frames (every 24 months)	\$30 copay with allowance up to \$175 and 20% off over allowance	Up to \$70
Contacts	0% up to \$105	Up to \$105
Monthly Premium	Employee pays 100% of premium cost for vision coverage. Employee Contribution: <ul style="list-style-type: none"> ▪ Employee Only: \$5.18 ▪ Employee & Spouse: \$10.39 ▪ Employee & Child(ren): \$11.10 ▪ Employee & Family: \$17.76 	

Delta Dental Insurance (Voluntary) Plan

The G4S Delta Dental plan gives employees the freedom to use any provider they wish and also receive additional savings by choosing Delta Dental preferred providers (PPO). Non-PPO services are covered at the same percentage as PPO, but PPO dentists have agreed to charge negotiated, contract rates for services. These contracted rates are significantly discounted, and the employee is not responsible for any amounts over the contracted rates. Under this voluntary plan, employees pay 100% of the monthly premium and may choose from two insurance options with different annual maximum benefits.

Plan Provisions	Dental Plan Option 1 Participant Pays
Annual Max Benefit	\$500
Deductible	Individual: \$50 Family: \$150
Preventative & Diagnostic Care	0% (e.g., oral exams, cleanings, x-rays and sealants)
Basic Treatment†	20% coinsurance (e.g., fillings, simple extractions)
Major Treatment	50% coinsurance (e.g., crowns, inlays, onlays and cast restorations, bridges and dentures, endodontics, periodontics and oral surgery)
Monthly Premium	Employee pays 100% of the premium costs for dental coverage. Employee Contribution: <ul style="list-style-type: none"> ▪ Employee Only: \$12.83 ▪ Employee & Spouse: \$25.94 ▪ Employee & Child(ren): \$29.36 ▪ Employee & Family: \$43.61

Other Employee Benefits

2.2.6.5. Other Benefits. Describe any other benefits offered to employees such as tuition assistance, training and certification programs, retirement plans, etc.

G4S strives to be the top employer of choice, and we do so by providing many industry-leading



benefits to our employees who rely on them. Our goal is to empower employees with the resources and incentives they need to enjoy success on the job and to live a healthy, balanced life. This starts with our comprehensive benefits package designed to support employees' physical and financial wellness and help them manage their life outside of G4S. These complementary benefits are available to all employees regardless of their enrollment in the medical, dental or vision programs.

Retirement Plan

G4S provides a 401(k) Plan to qualified employees. Administered by Voya Financial, employees can select from several different investments that meet their retirement objectives and help them plan for the future. Qualified employees:



- May contribute 1% to 40% of their compensation on a pre-tax basis
- Receive the potential for investment earnings to grow tax-deferred
- Choose from several investment options including T. Rowe Price retirement funds for single-choice investing simplicity
- Maintain complete control over how much they save and how they invest
- Have the flexibility to take the Plan account balance if they leave the company
- Receive easy plan account management over the phone and on the website

Employee Assistance Program

All employees receive free access to the Employee Assistance Program (EAP) administered by Aetna Resources for Living. The EAP provides 24/7 access to confidential assessments, counseling and referral services for employees and their families to help resolve personal concerns. There is no limit to the number of concerns for which an employee or dependent may seek help. The EAP also provides unique resources and support for our military families on a range of issues including deployment, returning home, and military life. Aetna Resources for Living offers online access to an array of self-help tools including interactive training programs on topics like time management, smoking cessation, financial and legal information and health support.

Employees can access confidential EAP resources through a convenient website at www.resourcesforliving.com or by calling our dedicated toll-free number.

5.2 SERVICE DELIVERY APPROACH, SERVICE QUALITY ASSURANCE AND START-UP WORK PLAN

a. Detail your project approach to staffing levels and delivery of service.

To ensure ongoing superior services, our staffing levels will align with the current program in place to include personnel in the following categories:

- Sworn Company Police Officers
- Custom Protection Officers
- Dispatchers

G4S enables our dedicated Account Manager to operate with the autonomy necessary to support CATS client and our shift supervisors and officers. The Charlotte area office supports our Account Manager by providing the resources and guidance necessary to ensure that we meet our contractual obligations and exceed your expectations. The Account Manager's responsibilities include, but are not limited to:

- Overall supervision and management of account
- Scheduling of personnel
- Payroll



- Oversee and/or conduct all site specific training
- Logistical support
- Review and maintain all daily reports
- Attend security meetings or other meetings as requested
- Maintain current post orders for each post and/or facility
- Maintaining roster of trained employees
- Maintaining adequate back up force
- Disciplining of officer force including counseling, suspension and termination
- Serve as a liaison between CATS management and G4S management
- Respond to employee or CATS management concerns
- Coordinate enforcement policies and procedures
- Provide assistance and guidance to employees and visitors

G4S' patrol supervisors set the standard for customer support as thoroughly trained and experienced security leaders. They regularly monitor, evaluate and support our police officers and security officers so that each may provide what it takes to deliver complete customer satisfaction. Area supervisors are responsible for:

- Conducting announced and unannounced post inspections
- Corrective action plans
- Assisting with selecting, training, and evaluating officers
- Reviewing the security program on a continual basis
- Assisting with special requests, problems, emergencies & extra staffing requirements
- Maintaining schedules and 24-hour efficiency

Supervisors will regularly encourage and mentor assigned personnel on how to increase their productivity and service to CATS during their post hours. G4S will maintain a strict standard of employee conduct and competency and will initiate and administer appropriate disciplinary action when appropriate. G4S insists that the behavior of its personnel, both on and off duty, reflect favorably on both G4S and its customers.

G4S officers for CATS will understand the risks inherent to the specific environment, and be prepared to efficiently handle a wide spectrum of problems. This may require interaction with a diverse group of people so they must possess customer relationship skills and the ability to maintain their composure under stressful conditions.

The G4S Operating Plan makes certain high quality security services are delivered consistently and reliably to your site. Before the first day of service and continuing through every hour of each day, our plan provides guidance to all operational aspects of your security program. Key components include:

Component	Description
Physical Security Survey	<ul style="list-style-type: none"> ▪ Assess staffing, post assignments, Post Orders & operating procedures ▪ Observations & recommendations for greater efficiencies ▪ In some cases, results in decrease of Officer staffing
Actionable Post Orders	<ul style="list-style-type: none"> ▪ Review & update existing Post Orders for each position ▪ Post Orders contain: responsibilities, policies, procedures & standards



Component	Description
Operational Reporting	<ul style="list-style-type: none"> ▪ Security information captured in: Security Officer Report, Incident Report, Supervisor Inspection Report, Sign-In Register, Client Contact Form
Cross -Training & Flex Force for Non-Routine Needs	<ul style="list-style-type: none"> ▪ Security Officers cross-trained to staff non-routine security needs ▪ “Flex Force” at each G4S office handles short notice, cyclical or emergency staffing situations
Management Inspections	<ul style="list-style-type: none"> ▪ Area Management and Supervision conduct frequent announced and unannounced site inspections to ensure Officers are projecting a positive appearance and have a thorough understanding of their required duties and post orders.
Employee Communications	<ul style="list-style-type: none"> ▪ Officers kept in the loop through: ▪ Focus on Security, quarterly training publications ▪ G4S News, employee magazine ▪ Payroll Stub attachments & payroll stuffers
Officer Surveys for Perception, Satisfaction & Productivity	<ul style="list-style-type: none"> ▪ Officer surveys of quality perception of our training programs ▪ Survey results contribute to our continuous quality improvement ▪ Revisions to increase security productivity & performance

b. Describe in detail your plan to minimize staffing shortages and vacancies.

To minimize staffing shortages and vacancies, G4S maintains a backup force, known as our Flex Force, including a roster of 10 additional Company Police Officers and has additional security officers. As CATS expands, G4S’ Flex Force commitments will expand to ensure permanent coverage. G4S is also prepared to meet the demands of CATS additional staffing needs for the upcoming Republican National Committee (RNC) Convention in 2019 and the NBA All-Star Game, among other large events that will have a major impact on CATS. Our office is centrally located in uptown Charlotte, which provides an ideal location to plan and manage the logistics of these future events.

c. Propose the makes, models, and equipment for each type of patrol vehicle. Outline proposed marking scheme for each type of patrol vehicle (subject to negotiation; final approval from CATS General Manager of Safety and Security)

G4S currently has the following eight vehicles assigned to CATS:

- Two Chevy Tahoe, PPV
- Two Dodge Durango, Special Service
- Two Ford Explorers (One Police, One Civilian)
- One Dodge Charger (Civilian)
- One Chevy Caprice, PPV



All vehicles have prisoner partitions. Patrol vehicles are equipped with a mounted side spotlight, clear light bar, passenger restraint cage, with markings of at least 4" lettering on each side door and the top of the trunk with the words 'COMPANY POLICE'. The vehicles are also marked with a less prominent G4S logo. Vehicles will also carry First Aid Kit and Fire Extinguisher and will be equipped with telematics. Telematics enable G4S to establish approved parameters for patrol vehicles, such as speed, geo-fencing, and idle time. If a patrol vehicle functions outside of the approved parameters, G4S is notified, thereby providing additional accountability and transparency to CATS.



d. Demonstrate your ability to pool resources from unaffected regions of the country in the event of a significant natural or manmade regional disaster. Submit a written strategy that outlines no less than 3 contingency plans.

G4S recognizes its obligation to its employees and customers to maintain operational continuity, even in the face of a short-term disaster or a long-term major incident. After all, we are entrusted to protect people and physical assets, and this is a responsibility that is taken very seriously. G4S maintains a comprehensive and practiced business continuity plan in order to ensure we are able to respond to an emergency, thereby allowing us to service your needs in impacted areas. G4S employs approximately 45,000 employees nationwide, enabling us to provide the resources necessary in order to increase manpower in the event of a disaster at any of CATS' locations. Our response plans vary, depending upon the type of emergency and the geographic area affected. They are broken down into three basic categories, as detailed below:

Level 1 - National Response (Rapid Response Team)

Event Examples:

- Natural Disasters
- Labor Unrest
- Catastrophic Events
- Regionally Impacted Events, i.e. 'Occupy Movement'

In order to meet the needs in the wake of a large scale disaster, G4S maintains a Rapid Response Team, which is a contingency of 600+ personnel who are highly trained, pre-equipped and capable of being deployed soon after notification. Those personnel selected as Rapid Response Team members must meet or exceed minimum qualification standards. An initial training program is administered to all new team members upon their acceptance to the team. Thereafter, refresher training is provided to all team members annually, to ensure the readiness and effectiveness of the team. Training covers such topics as emergency communication systems, crowd control, evacuation techniques, alarm conditions, control and



accountability.

The Rapid Response Team is managed and administered through regional headquarters operations located throughout the states involved. A regional global team coordinator is prepared to provide logistical support for out-of-town Rapid Response Team members should it be necessary to mobilize the team. Regional coordinators are responsible for selecting Rapid Response Team members, maintaining the force, facilitating initial and annual refresher training, and performing annual evaluations. They are also responsible for having the following information in place:

- Maps of major cities in his/her area
- Phone listings
- Local command center identified
- Communications systems identified
- List of local resources
- Local government contact person/FEMA representative (as applicable)
- Local customers identified
- Address of the local Red Cross chapter or similar organization

The local offices typically serve as the local command post for an event or disaster and the local staff is primarily responsible for arranging post assignments, shift assignments, local accommodations, etc.

Level 2 - Regional Response

Event Examples:

- Local Severe Weather
- Organized Protest Activity at Multiple Sites
- Catastrophic Facility Disasters

A regional response is dedicated to mid-level critical incidents and broken into three levels of response to be designated by our client's emergency preparation plan and dispatched through agreed upon channels. This allows for G4S to help guide an effective security response while incorporating our client's emergency response policies addressing critical needs.

Tiers 1 and 2 will be covered by current officers assigned to the CATS contract due to the required training standards defined to service within CATS locations.

Tier 1 Response: G4S commits to providing a mutually agreed upon number of officers per area to respond to a critical incident within 90 minutes of notification. Tier 1 will potentially consist of roving officers, supervisors and non-essential post assignments. Officers will rally at a designated point and take assignments from on scene command.

Tier 2 Response: G4S commits to supplying a mutually agreed upon number of officers per area within 4 hours of the original notification. Tier 2 response will consist of off duty personnel assigned CATS.

Tier 3 Response: G4S commits 20 – 100 Security Officers on the ground within 24 to 72 hours of notification. Officers responding to a Tier 3 will consist of regional and emergency response assets and will not need CATS specific training prior to arriving on scene. Upon officer arrival, CATS and site specific training will occur and they will be placed on the perimeter for crowd, access and media control for additional emergency service responders.

Level 3 - Local Response

Examples:

- Inclement (non-catastrophic) Weather
- Facility Event
- Isolated Facility Protest Activity



- Active Shooter
- Disgruntled Employee/Vendor

Depending upon the severity of the local event, the General Manager or his/her designee will determine with our client what amount of additional support is required. Once this is identified, schedules will be adjusted to 12 hour shifts allowing for additional coverage with CATS authorized trained officers. All part-time and Flex Force Officers who have passed all required training and certifications will be available for deployment when required.

G4S has a well-established and documented Disaster/Emergency Operations Plan that has been developed from our extensive experience providing these services. We have standard Disaster and Emergency Services Agreements that can be implemented in order to allow us to respond quickly to our client's needs in the event of crisis. G4S is the only security services organization that has this level of experience and we look forward to the opportunity to work with CATS to establish and implement a disaster/emergency services program tailored to your requirements.

Proven Response & Performance Experience

G4S has provided thousands of hours of emergency and disaster services across the United States. High-profile responses include the following major catastrophic events:

- **Hurricanes Harvey, Irma and Maria:** In 2017, three large hurricanes struck U.S. and its territories. Hurricane Harvey came first, pouring two weeks' worth of tropical rains on Houston while becoming the most costly storm ever to hit the U.S. In response, G4S dispatched over 320 personnel to south Texas to provide emergency services to affected clients. Following immediately behind, Hurricane Irma swept up the State of Florida, leaving millions without power and causing billions in damage. G4S deployed 538 officers and support staff to ensure continuing service delivery. Combined, G4S deployed 870 employees while providing over 750 clients with emergency relief. Finally, Hurricane Maria devastated the Caribbean. G4S provided emergency security services throughout the U.S. territories of Puerto Rico and the Virgin Islands, supporting federal relief efforts and G4S clients.
- **Hurricane Sandy:** G4S provided emergency services during the aftermath of Hurricane Sandy, which struck the northeast U.S. mainland in 2012. Within 24 hours of the event, over 350 emergency officers were deployed to protect people and property. In total, as many as 1,000 officers took part in providing support as local services and power were being restored.
- **Occupy Movement:** In response to the Occupy Movement of 2011–12, over 800 G4S officers were deployed to G4S client facilities throughout the U.S.

e. Identify all subcontractors or joint venture partners

For the CATS contract, G4S proposes to continue working with Protective Security Services (PSS) as our primary partner and subcontractor to provide a 25% of the total weekly hours (1,080) of security in South Charlotte. PSS is a CBI-MWSBE business, with which G4S has developed a mentoring partnership over the past five years of the transit security services contract. PSS specializes in providing security officer services to commercial, institutional and government customers. The principals at PSS are career security professionals with extensive experience based on prior careers in law enforcement, military and private sector positions.

G4S completely understands and accepts that as prime contractor, we maintain ultimate responsibility for the delivery of services. PSS and G4S will be fully integrated to provide service which is seamless and consistent across all CATS locations.

2. Service Quality Assurance Programs: a. Provide a chart or table that describes the metrics you plan to utilize to measure performance (i.e. turnover, complaints, overtime, staffing levels; etc.) and



provide the mathematical equation that you will use in calculating each metric.

The components of our quality control process have been applied to the development of a formalized Quality Control Plan (QCP) that is currently in use on many of our commercial and federal, state and local government services contracts. The following provides an outline of our Quality Control Plan that we propose customizing for CATS and executing through Secure Trax® and Insight platforms.

Standard Policies and Procedures

G4S employs quality-driven standard operating policies and procedures for all aspects of our services. These policies and procedures are documented in our company manuals that are published and maintained electronically at the corporate office. In addition to corporate administrative procedures such as payroll and billing, individual post orders at the site level are also critical to our service delivery to our clients. G4S will work with the Director of Safety & Security to develop and update general and specific post orders. Standard policies and procedures ensure a consistent and documented approach to our operations, regardless of the client or location.

Internal Compliance Measures

G4S understands the importance of using measures to regularly monitor operations and meet contract performance. G4S has set-up a series of checks and balances for meeting personnel requirements, applicant screening, training, certification and licensing requirements, and key contract-specific performance requirements. G4S' proposed compliance measures for CATS include meeting personnel requirements and background screenings, personnel training requirements and maintaining certifications and licensing for all personnel assigned to the contract. These measures are summarized below:

- Meeting Personnel Requirements and Background Screenings: All assigned personnel will meet the minimum standards provided by both CATS and G4S. We will use a Personnel Checklist both in the initial assignment of Officers and the ongoing compliance activities required by the Quality Control Plan (QCP).
- Personnel Training: We document all training and compliance records in our Human Resources (HR) System with details to include the course description and completion date. This ensures satisfaction of any mandated and/or contract-specific training prior to deployment. The HR system is closely tied in with our Labor Scheduling System and assures contract compliance--it will not allow any Security Officer to be scheduled unless they meet the State and contract-required training.
- Maintaining Certifications and Licensing: All certifications held by Officers assigned to the CATS contract are documented in our HR System with the expiration date. This system provides automatic alerts to HR personnel in our Charlotte area office to notify them of upcoming expirations. This allows the office to schedule renewals prior to expiration and ensures compliance with statutory and contract-specific requirements. G4S' QCP will ensure that all legally required licenses and permits are obtained and renewed as specified by the regulating agencies to perform the requested services.
- Key Performance Indicators (KPI): Secure Trax® and G4S Insight used together will heighten the assurance to both G4S and CATS management of our performance of standardized policies and procedures, post instructions and other performance criteria. This technology will capture our performance through measuring our quality and provide you real-time visibility or "Insight" into our operations. G4S was the first to develop technological tools to deliver improved security and reduce costs, and we have integrated this technology into our manned security operations.

Core KPIs include turnover, spend, overtime, post inspections, site visits and payroll



corrections. KPIs are generated directly from our internal systems to allow the local G4S management and the CATS to actively monitor from both an operational and financial perspective. G4S will provide the Safety and Security Manager a monthly report on the last calendar day of each month that includes these performance metrics. Data will include a generated report of all new hires and the status of each person available to work. G4S will provide additional reports as requested. These reports and customizable reports are available at all times to the Safety and Security Manager via G4S Insight. G4S will provide all requested operational reports at least each month in consultation with the Safety and Security Manager.

- **Internal Audit:** The G4S Charlotte Area Office is subject to examination by our company's internal audit unit to ensure compliance with G4S and CATS' operational requirements for the contract. The Fort Lauderdale office is subject to regular scheduled audits conducted both by our Florida Regional Office and our Corporate Headquarters.
- **Business Review Meetings:** Members of our leadership team are in continual contact with the CATS Director of Security daily and immediately to address a critical incident. We prepare a comprehensive monthly report that outlines our activities and productivity. This report is disseminated throughout CATS Senior Management and we receive feedback, which assists our efforts in ensuring quality services.

In line G4S' ongoing efforts to continuously improve, we have a formal policy on Customer Relationship Management that requires documented contact with clients on a monthly basis and any action items that result from the contact are documented. Action items are separated into three categories as follows:

- **Other Action Items** – This report documents standard follow-up issues, such as re-training and follow-up visits to affected posts.
- **Corrective Action Report (CAR)** – This report documents the needed adjustments to the overall policies and procedures as they relate to your account.
- **Preventative Action Report (PAR)** – This report identifies potential enhancements to current policies and procedures to avoid future Corrective Action Reports.

b. Outline your philosophy and programs that you will employ to ensure the highest level and quality of your service including forms.

G4S has a robust Quality Control Program (QCP) designed to validate service performance and provide means for continuous improvement. Our documented and ISO-certified program creates more efficient and effective operations, increasing productivity and customer satisfaction.

The foundation of our QCP lies within our documented, standardized policies and procedures for every aspect of our service. These policies and procedures, which are maintained at the corporate office, are published in our company manuals and available electronically to every office. Our fully integrated HR System provides validation of our administrative procedures, thus providing assurance that our human resources policies are adhered to with built-in redundancies to ensure ongoing compliance. Critical control and administrative procedures which ensure consistent, quality service and contract compliance for the overall CATS security program include: Recruiting, Screening, Selection, Training, Licensing, and Administrative Functions.

G4S also offers CATS methods of quality control and contract administration, to include Post Orders, Site Inspections, Automated Time & Attendance, KPI Program, G4S Insight, Satisfaction Surveys and a Corrective Action Process. Further detail is provided below in response to Questions d and h.

c. Detail your Customer Complaint Resolution process for complaints both internal (i.e. complaints from the Contractor's Customers) and external (i.e. complaints from the Client's Customers).

Our objective is to provide CATS with easy access to securely report any issues or concerns so



that we can take the appropriate steps to resolve the situation quickly and efficiently. G4S has adopted defined business processes to resolve service issues which include a formalized documentation and follow-up process.

When a service issue is reported it will be immediately recorded in our issue log and classified as High, Medium or Low priority depending on severity and impact. A G4S team member, not assigned to the site, will be assigned responsibility and will receive an email alert to include a required timeline of completion. All communication will be copied to the Account Manager to ensure timely resolution.

Once the issue is received, immediate investigation and corrective action is expected by assigned personnel. All steps taken will be documented within the issue log to include any follow-up tasks or assignments. Issue may be escalated to the regional or national level as needed, request additional assistance or resources or they may close out the issue if it has been resolved. Our automated system will alert the CATS Account Manager when open issues have not been closed within the agreed upon timelines. All actions will be documented, if any, to resolve the issue and if further preventive actions are needed. The CATS Account Manager is required to follow-up on all service issues to ensure satisfactory resolution.

The CATS Account Manager and relevant account support will conduct monthly analyses of all issues received to identify preventive steps which may be required or best practices which should be shared among our management team members.

d. Outline your methods for measuring and improving performance. Include inspection forms, frequency and schedule.

In addition to G4S Insight, we use a strategic control system called CompStat, which is designed for the collection and feedback of information related to Key Performance Indicators. This process incorporates analysis of key performance business data, strategic problem solving, and a clear accountability structure. We propose a monthly CompStat meeting with CATS as a foundation of crime analysis and action to displace or deter crime from CATS property. With CATS' approval, CompStat will be used to focus roving patrols and supervisors on any potential areas of concern or as a driver of any tactical operations either directly by G4S or in conjunction with the Charlotte-Mecklenburg Police Department.

e. Provide an executive summary on your account management and communication practices.

Account management and communication practices for CATS are supported by our corporate, regional and local area office infrastructure.

The regional management team is responsible for the supervision of area office operations and the dissemination of corporate policies and procedures throughout all levels of the organization. The G4S Mid-Atlantic Region, under the leadership of Senior Vice President Malcolm Burchett, will continue to directly support the CATS account by providing assistance and additional contract oversight to the Charlotte area office, which will be responsible for the delivery and management of all requested security services to the respective CATS sites.

Michael Nail, Vice President and General Manager of the Charlotte office is authorized to commit the resources necessary to satisfy contract requirements, conduct all required customer interface/inspections, and is required to maintain the highest standards of quality. Every G4S local area office is vigilant in its ability to respond to our customers' needs, so each is therefore equipped to operate 24/7. Corporate policy dictates that each area office follow standardized procedures in regard to recruitment, screening, hiring, uniforming, quality, payroll, training, and administrative functions.

This standardization provides controls that ensure consistency and quality throughout the organization. It also provides a common focus, strengthens communication, enhances supervision, reduces costs, and fosters interactive relationships between the corporate and regional management teams and the area office. Decisions pertaining to the day-to-day



operation of the CATS account (except as they relate to waiver of specific corporate policy) may be made immediately, at the local level. It is incumbent upon each office to maintain appropriate staffing levels that will enable us to provide the highest degree of professional service in the most cost-effective manner. Area Office support includes, but is not limited to, the following:

- Client Relations
- Background Screening
- On-the-job training
- Supervision
- Physical Security Surveys
- Uniforming
- Recruitment
- Classroom Training
- Continuing Education
- Inspections
- Review/Write Post Orders
- Equipment procurement

G4S enables our dedicated Account Managers to operate with the autonomy necessary to support CATS, and our shift supervisors and officers. The Charlotte area office supports our Account Manager by providing the resources and guidance necessary to ensure that our contractual obligations are met, your expectations are exceeded and our personnel are able to perform at their peak.

Supervisors regularly encourage and mentor assigned personnel on how to increase their productivity and service to CATS during their post hours. G4S maintains a strict standard of employee conduct and competency and initiates and administers appropriate disciplinary action when appropriate. G4S insists that the behavior of its personnel, both on and off duty, reflect favorably on both G4S and CATS.

Within the U.S., G4S operates a tiered organizational structure comprised of our corporate headquarters, regional operations and local area offices. In addition to the resources and management provided by G4S regional and local area offices, CATS will also receive the support of G4S corporate headquarters, located in Jupiter, Florida. Below are some examples of the corporate resources available to support the CATS account:

- G4S North America Training Institute
- Quality programs
- Strategic Account Group
- Experienced transition teams
- Procurement of uniforms, equipment, materials and supplies
- Contract administration support
- Systems integration
- Guidance and instruction in human resources matters
- Safety & Risk management
- Financial functions, including payroll and billing
- Security best practices
- Business processes
- Staff and line supervision
- Employer - employee relations
- Insurance claims, tax data and reports
- Legal guidance and assistance
- Consulting and investigative services
- Availability of short-term and emergency services

f. Provide a copy of your current uniform and grooming standards.

We have provided a copy of G4S' Security Officer's Handbook, which addresses appropriate wear of the uniform and grooming standards.

g. Describe your organization's customer service philosophy and describe how it is communicated and reinforced throughout the organization;

What sets G4S apart from all other companies is our commitment to not only meeting but exceeding the expectations of our customers. We strive to provide innovative solutions that make our Police and Security Officers better, continuously improve the service we provide, and help our customers reach their business objectives.



It is our goal to earn your loyalty and become your trusted security advisor. With a formal policy on Client Relationship Management and proven account management strategies for optimizing customer contentment, G4S ensures end-user satisfaction through the following methods:

- Ongoing communication and sharing of industry best practices through formal and informal meetings, and customer surveys
- Annual client satisfaction surveys that address critical security and service issues, to identify areas for improvement
- Transparent reporting in real-time through G4S Insight, designed to surface any concerns and/or program enhancement opportunities
- Multi-level support structure, from local management to national Account Manager to regional and corporate resources

h. Describe your organization's approach to total quality management, and describe your organization's total quality plan; i. Describe your organization's continuous improvement program and how your current customers benefit from your service improvements.

G4S' Quality Control Program (QCP) is designed to validate service performance and provide continuous improvement. Our documented and ISO-certified program creates more efficient and effective operations, increasing productivity and customer satisfaction.

G4S' Account Manager will take the lead in updating the contract-specific Quality Assurance Plan for CATS. Our Quality Assurance Plan focuses on ongoing measurement of service standards, monitoring of processes to ensure contract compliance, and monitoring both employee and CATS satisfaction. G4S Quality Assurance Plan, at a minimum, identifies and addresses the following areas:

SITE AND ACTIVITIES INSPECTIONS

The supervisors and the Account Manager will conduct scheduled and unscheduled (random unannounced) site Quality Assurance Inspections of G4S and subcontractor personnel assigned to CATS. All inspections will be conducted by the local supervisors and documented on a Quality Assurance Inspection Checklist, with a separate checklist used for each individual officer. The Quality Assurance Inspection Checklists will be retained on file in the local area office for the duration of the contract and available via G4S Insight.

WEEKLY MEETINGS

The Account Manager will meet with CATS representatives on a weekly basis, or as determined by the CATS Contract Administrator or designee, in order to facilitate communications, exchange ideas and discuss the delivery of G4S' services in compliance with the contract requirements. These meetings shall offer an opportunity to evaluate the overall security program and to develop and implement revised requirements, while establishing the forum to share best practices from other areas of the Country.

TRAINING

All training and compliance records will be documented in the Human Resources (HR) System and Insight with specific details to include the course description and the date completed. This ensures satisfaction of any mandated and/or contract-specific training prior to deployment. The HR system is closely tied in with our Labor Scheduling System and assures contract compliance as it will not allow any officer to be scheduled unless they meet the State and contract- required training. Additionally, the Training Manager and CATS Account Manager will perform pre-assignment, OJT, and ongoing in-service training as dictated by operational requirements, legislative and Post Order revisions.

All Company Police training documentation is auditable by the State and is managed and maintained by the G4S Chief of Police in the Raleigh, NC area office.



PERSONNEL RECORDS

The personnel records of all new hires will be reviewed by the G4S Human Resources Manager and the Account Manager to ensure personnel requirements and qualification compliance. Once the personnel record has been approved by G4S management it will be presented to CATS for review and approval. Only approved and licensed candidates will be permitted to work at a CATS site. All personnel assigned to the CATS contract will meet the minimum standards provided by CATS as well as G4S. A Personnel Checklist will be prepared and utilized both in the initial assignment of officers and the ongoing compliance activities required by the Quality Assurance Plan.

MAINTAINING CERTIFICATIONS AND LICENSING

All certifications held by personnel assigned to the CATS contract are documented in G4S' HR System with the expiration date. This system provides automatic alerts to the local area office to notify them of upcoming expirations. This allows the office to schedule renewals prior to expiration and ensures compliance with statutory and contract-specific requirements. G4S' Quality Assurance Plan will ensure that all legally required licenses and permits are obtained and renewed as specified by the regulating agencies to perform the requested services.

INTERNAL COMPLIANCE MEASURES

G4S understands the importance of implementing compliance measures in order to regularly monitor operations and meet contract performance. G4S has a series of checks and balances for key operational functions of meeting personnel requirements, applicant screening, training, certification and licensing requirements, and meeting key contract-specific performance requirements. G4S shall comply with Internal Audit requirement as dictated in Section 2.26(A). Furthermore, the G4S local area office will be subject to examination by our Internal Audit Unit to ensure compliance with G4S and County operational requirements.

CUSTOMER SATISFACTION PROGRAM

G4S utilizes a web-based customer satisfaction survey that rates various key aspects of our service. This system allows for the manipulation of the data for analysis purposes. Evaluations that score less than an "adequate" rating require immediate action, to include a written corrective action plan. The action plan must be submitted to our management team within ten (10) business days.

*3. Start-up Work Plan - a. Provide a detailed work plan and timeline with the activities required for start-up from award of contract through the first 180 days of service.
Staffing Plan to be provided 30 days prior to the start of the contract.
b. Explain the steps your organization will take to ensure that the transition/implementation of the Project runs smoothly?*

As the incumbent security services provider to CATS, G4S will focus on assessing our current program to identify enhancements that will result in improved security and cost-savings. G4S is the only security provider to own and operate a manpower organization, a technology integrator, a manufacturing operation, a remote monitoring command center, and a compliance and investigation team. This diverse combination enables G4S to examine and execute security programs from every angle, and provide innovative programs that transform performance, reduce costs and deliver long-term value while reducing risk.

Detailed below is a high-level overview of the expected tasks involved in transitioning to the new contract.

Tasks
<ul style="list-style-type: none"> ▪ Establish Quarterly Strategic meetings in the current Governance Board ▪ Update KPIs in coordination with APS and Metro Department representatives
<ul style="list-style-type: none"> ▪ Insight customization for established KPIs ▪ Uniforms and equipment – order needed replacements



Tasks
<ul style="list-style-type: none"> ▪ Review/refresh post orders
<ul style="list-style-type: none"> ▪ Issue uniform additions and equipment ▪ Deploy equipment/forms on post
<ul style="list-style-type: none"> ▪ Personnel Evaluations
<ul style="list-style-type: none"> ▪ 90-Day Control Plan

Personnel Assessment (30 days)

We will assess all incumbent personnel during the transition process, examining past performance records, and potential for advancement and development. For any posts where a “talent upgrade” is necessary, we will communicate this finding to Metro in advance of transferring those officers off of the Metro contract. G4S and APS will execute the recruiting strategies outlined within this proposal to fill any vacancies resulting from this assessment.

5.3 PRICE

G4S pricing (in the Appendix section) is based on retaining incumbent G4S personnel currently assigned to the CATS account who have the knowledge and experience of the security program, to which newly hired personnel would not be privy. We have included wage increases in the pricing to support increased retention. From experience, we know that wage rates and benefits are strongly linked to employee turnover. We believe our proposed wage increases will provide the consistent security program to which CATS has grown accustomed.

Please note that the rates quoted are based on non-union security personnel. Should our employees become represented by a union organization and we negotiate a collective bargaining agreement, then the wages and employee benefits would be adjusted accordingly, along with our bill rates.

MINORITY PARTICIPATION REQUIREMENTS

If G4S is awarded the contract, we will subcontract at least 20% of the work to Protective Security Services.

ADDITIONAL PRICING DETAILS

To provide CATS a transparent view of our pricing, the following notes provide additional details on our proposed pricing structure:

Pre-Employment Screening

The rates quoted include the following background investigation and screening elements:

- Identity Verification: Social Security Trace Report
- Criminal Searches (10 years):
 - ✓ Statewide Criminal Search (where available)
 - ✓ County Criminal Search (when state not available or historically incomplete)
 - ✓ Multi-jurisdictional and Sex Offender Search – includes OFAC SDN search (Terrorist Watch List)
- 7 Years of Activities (Employment, Unemployment, Education) – Review, investigation and resolution of all gaps 90 days or longer
- Driver’s License (DMV) Check – Annual for Driving Positions
- Drug Screen (10-panel) – initial and 25% of the staff randomly tested annually
- 10% annual random alcohol screening



- Physical Exam – Company Police Officers and CPOs ONLY
- Psychological Evaluation (MMPI-2) – Company Police Officers and CPOs ONLY

Training

The rates quoted include the following training for new hire personnel:

Company Police Officer:

- Police Armed Pre-assignment: 68 hours (includes 8 hours CPR/First Aid/AED)
- Police Armed OJT: 24 hours
- Police Armed Annual OJT: 24 hours

Security Officer (CPO):

- Security Officer Pre-assignment: 60 hours
- Security Officer OJT: 16 hours
- Security Officer Annual OJT: 16 hours

SOC Dispatcher

- Dispatcher Pre-assignment: 40
- CPR/First Aid/AED: 8 hours
- Telecommunicator Certification from the NC Dept of Justice/Justice Academy: 32 hours
- Division of Criminal Information Certification(DCI): 40 hours
- Dispatcher OJT: 16 hours
- Dispatcher Annual OJT: 16 hours

Holidays

Personnel will be paid for holidays at time and one-half if worked. G4S recognizes the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Vacation

For pricing purposes, G4S has factored vacation into the bill rates. The vacation times are provided below:

- 1 week (40 hours) after 1 year
- 2 weeks (80 hours) after 2 years – Company Police Officers and CPOs ONLY
- 3 weeks (120 hours) after 5 years – Company Police Officers and CPOs ONLY

Benefits

G4S pays 100% of the premium of healthcare for Company Police Officers. Benefits for assigned personnel include:

- Comprehensive Major Medical PPO Plan administered by BlueCross BlueShield
- Dental Insurance administered by Delta Dental (optional, employee paid)
- Vision Insurance administered by Vision Service Plan (optional, employee paid)
- \$10,000 Life and AD&D
- Standard 401(K)
- Uniforms – No deposit required
- Standard Incentive and Recognition Awards
- Employee Assistance Program



G4S qualifies employees with 32 or more hours per week as eligible for the benefits program.

Vehicles

The following vehicle is quoted based on the RFP requirements:

- 6 all-wheel drive SUVs with gas and maintenance included.

Equipment

- The rates quoted include Secure Trax smartphones for patrol supervisors.
- The rates quoted include Tasers

Uniforms

G4S will furnish each officer assigned to CATS with a complete complement of:

- For Dispatch, a Polo shirt, with 5.11 Khaki trousers
- For CPOs, the CPO shirt with 5.11 khaki trousers
- Police can wear a variety of uniforms:
 - ✓ Hi-Vis Polo shirt with 5.11 Green trousers
 - ✓ Khaki L/S or S/S uniform shirt with Green Wool trousers
 - ✓ Khaki L/S or S/S uniform shirt with Green 5.11 trousers Hard, Soft, Tactical
 - ✓ Body armor for armed positions
 - ✓ Safety Vest: must meet ANSI / ISEA 107-2010 class II, Level II standards for visibility and clearly marked with "POLICE" or "SECURITY," on front and back. "POLICE" for Sworn Company Police, "SECURITY" for unarmed security guards.

Personnel are required to maintain their uniforms in a neat and orderly manner at all times. Uniforms are provided to the employee at no cost or deposit.

Permanent Service

The rates quoted are for regular or permanent service. The following applies to short-term and disaster/emergency services:

Short-term Service: Additional personnel will be provided at overtime rates for sites that have permanent coverage. For sites that have no permanent coverage, G4S will implement our Strategic Account Short-term rate of \$42 per hour for both armed and unarmed security services.

Disaster/Emergency Services: Disaster and emergency services involve the deployment of large groups of personnel and include complicated operational issues, such as travel, communications equipment, lodging, etc. in sometimes challenging environments. Since the needs vary based on the client, G4S requires the mutual development of the operations plan in order to ensure the highest probability of successful deployment in the event there is a need to activate this service. G4S has a well-established and documented Disaster/Emergency Operations Plan that has been developed from our extensive experience providing these services. In addition, we have standard Disaster & Emergency Services Agreements that are implemented to allow us to respond quickly to our client's needs in the event of a disaster.




5.4 FIRM EXPERIENCE, CAPACITY AND HISTORY

1. Contractor Experience and Past Performance: a. Responses to the items in this part must confirm the Contractor has a minimum of five years managing Company Police and Security Officers and the Contractor is licensed in the State of North Carolina to provide Company Police and Private Security Guard Service. (or demonstrate the ability to secure a North Carolina license a minimum of 30 days in advance of the contract execution).





G4S Secure Solutions (USA) Inc. (G4S) is an international security organization that operates in over 110 countries including the U.S. Our headquarters for the Americas and the U.S. is located in South Florida and supports more than 100 branch offices throughout the U.S. G4S operates four licensed branch offices and training centers throughout the State of North Carolina, which collectively employ approximately 2,000 licensed Security Officers and Company Police Officers. The G4S Charlotte area office was established in 1990 and currently provides in excess of 26,000 weekly hours of security services within Mecklenburg County and the surrounding areas. We employ more than 750 licensed security professionals, providing the manpower required and the geographic knowledge to successfully support the requirements set forth in the RFP. Our Company Police accounts include Mecklenburg County, Charlotte Area Transit System (CATS), and General Electric Nuclear World Headquarters. **Please see Appendix for NC licenses.**

b. Provide a detailed summary highlighting the Contractor's experience in public sector settings, in particular experience with public transit agencies (Bus; Commuter Rail; and/or Light Rail), including the number of years of service. Provide a contact name with current e-mail and telephone number for these accounts. Provide an organization name, address, contact name, and contact telephone number for customers of comparable size and scope of service that the Contractor has been under contract with to provide Company police.

G4S provides physical security to 16 transit systems, and security technology for dozens of other transit systems. On the following page, we present similar transit contracts that G4S services.

Client Name and Location	Start Date	Scope of Work
 <p>Tri-Rail South Florida Regional Transportation Authority Mr. Allen Yoder, Director of Security Pompano, FL 33064 954-788-7951 yodera@sfrta.fl.gov</p>	1990	<p>In November of 1990, G4S began a long-term customer alliance with "Tri-Rail." Our Custom Protection Officers® (CPO) replaced law enforcement for budgetary purposes – enabling Broward County to deploy and better utilize its law enforcement throughout the County. Our officers are Authorized Agents of the State of Florida. Security services include both kiosk and platform security along with parking facilities throughout 19 train stations. G4S also provides revenue escort services, revenue collection and fare inspection (which involves checking for tickets and enforcing Tri-Rail's fare evasion enforcement policy). All CPOs must have a minimum of three years of law enforcement experience (local, State Federal or Military). G4S provides approximately 3,713 weekly hours of security</p>



Client Name and Location	Start Date	Scope of Work
		services.
 TriMET 4012 SE 17 th Ave Portland, OR 97202 Harry Suporta, Security Director 503-962-4909 SaportaH@TriMet.org	1998	G4S provides approximately 3,840 weekly hours of armed and unarmed Custom Protection Officer security services at Transit Security, TriMet System, Portland, OR and metro area. Our security services include protection of life and property, prevention, deterrence and detection of criminal activity, patron assistance, foot, bicycle and vehicle patrol of platforms, transit centers, park and rides and the MAX Light Rail Transit system. We also cover all special events.
 Sarasota County Area Transit Ben Pearl, Operations Division Manager Sarasota County Works 5303 Pinkney Avenue Sarasota, FL 941-861-9513 bpearl@scgov.net	2002	G4S provides unarmed Custom Protection Officers for the bus transfer stations in Downtown Sarasota and Downtown Venice locations.
 Golden Empire Transit (GET) (County Bus Transit System) Bruce Seibel 1830 Golden State Avenue Bakersfield, CA 93301 661-324-9874 bseible@getbus.org	2007	G4S provides unarmed Traditional Security Officer (TSO) patrols, access control and interaction with local law enforcement at the Security and Customer Service at GET Transit Stations and Headquarters Building. Our service has helped increase bus ridership, enhanced safety on the entire system, and improved interaction with the local Police Department.
 Delaware Transit Corporation (DART) Sean Finerty, Safety and Security Officer 302-834-5927 Sean.Finerty@state.de.us	2009	G4S provides Upscale Security Officer (USO) service at three rail stations and Custom Protection Officer service as a Roving Vehicular Patrol at both city rail and bus stations designated by DART.



c. Provide information on any contract of similar size and scope terminated (to include end of contract term) within the last four years. Explain why the contract was terminated. Provide a contact name with current e-mail and telephone number for these accounts.

Sacramento Regional Transit – Sacramento, CA. From 2005-2017, G4S provided 3,400 weekly hours of physical security, CCTV monitoring, and armed mobile patrols for the entire 418 square mile RT system, including trains, rail stations, rail/bus transfer stations, Security Operations Center, and other RT facilities to include parking enforcement, rules enforcement, interaction and coordination with local law enforcement agents. Our service helped to increase ridership, enhanced safety on the entire system, and provided robust video surveillance and dispatch services for both security and police personnel. At the end of the contract period, Sacramento Regional Transit Authority took the security program in-house. G4S had an excellent performance record with Sacramento Regional Transit. Mark Sakauye, Security Administrator, 916-321-2995, msakauye@sacrt.com



2. Capacity and History: i. List the number of years the Contractor has been in business continuously.

G4S Secure Solutions (USA) Inc. has been continuously in business since 1954.

ii. List the names and number of years the Contractor has been in business under current or previous names or additional assumed business names.

Previously as The Wackenhut Corporation, G4S Wackenhut, and now as G4S Secure Solutions (USA) Inc., we have been performing the services required by this RFP since 1954.

iii. Describe the business orientation of the Contractor; licensing and any other matters relating to relevant experience not elsewhere covered.

Offering a unique combination of personnel, project management, risk management and technology solutions, G4S focuses on advancing the safety and security of Governments and businesses, ensuring the security of key assets—people, property, products and reputation. We are licensed to perform services in all 50 states, including North Carolina.

iv. List total number of current employees.

G4S Secure Solutions (USA) employees more than 40,000.

b. Financial History: i. Provide a statement of Contractor’s financial stability and strength. Furnish detailed support for your statement.

G4S Secure Solutions (USA) Inc. is a wholly owned subsidiary of G4S plc, a corporation which is publicly traded on the London Stock Exchange, with a secondary listing in Copenhagen. G4S Secure Solutions (USA) Inc.'s financial results are not reported on an independent basis, but are rolled up into the audited financials of G4S plc.

YEAR	ANNUAL REVENUE (USD) IN MILLIONS*	ANNUAL REVENUE (GBP) IN MILLIONS
2017	\$2,744	£2,029
2016	\$2,575	£1,904
2015	\$2,060	£1,523
2014	\$1,846	£1,365
2013	\$1,837	£1,358
2012	\$1,927	£1,425
2011	\$2,378	£1,758



YEAR	ANNUAL REVENUE (USD) IN MILLIONS*	ANNUAL REVENUE (GBP) IN MILLIONS
2010	\$2,410	£1,782

G4S North America Annual Revenue by Year

**All USD figures are based on the most recent year's exchange rate on December 31: 1.3524*

ii. Provide all credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poors Rating Group, Moody's, Investors Services, Dun & Bradstreet, and Value Line) that have been issued or published about the entity within the past five (5) years;

G4S Secure Solutions (USA) Inc. is not rated by these entities. However, G4S plc was rated by S&P in May 2017. S&P re-affirmed the G4S plc credit rating at 'BBB-' long-term and 'A-3' short-term with a Negative outlook similar to August 2016, when G4S plc credit rating was affirmed by as BBB- (negative). As at 31 December 2017 the Group had liquidity of £1,571 million (2016: £1,692 million) comprising cash, cash equivalents and bank overdrafts of £571 million (2016: £672 million) and unutilised but committed facilities of £1 billion (2016: £1 billion).

iii. Whether or not the Contractor (and/or predecessor, guarantor, subcontractor or related entity) has declared bankruptcy, or filed for Chapter 11 or Chapter 7 protection within the last five (5) years. If so, give details.

G4S has never declared bankruptcy or filed for Chapter 11 or Chapter 7 protection.

iv. Evidence that demonstrates the ability to obtain the insurance as required in Section 14 of the City's Service Contract. Such insurance should provide coverage in the stated amount for each occurrence of bodily injury and for each occurrence of property damage with coverage for products/completed operations, personal injury liability, and contractual liability;

G4S maintains insurance under the current contract with the City. We have provided a COI as an attachment.

v. Description of any other material adverse changes in financial position within the past five (5) years; any material changes in the mode of conducting business; any mergers, acquisitions, takeovers, joint ventures, and/or divestitures within the past five (5) years.

There have been no other material changes.

vi. Any additional information that the Contractor believes is appropriate to fully reflect the financial strength of the entity.

G4S has sufficient resources to operate this contract as we have demonstrated over the past five years as your transit security provider. In addition, G4S has a bonding facility with Liberty Mutual with aggregate capacity of \$450 million.

c. Legal History: i. List the caption, cause number, court, counsel, and general summary of any S pending or judgment rendered, (administrative or otherwise) within the past 5 years against the proposing contractor.

G4S is not aware of any pending or outstanding judgments against the company. G4S, however, is subject to routine litigation in the ordinary course of its business. The company maintains general liability and other insurance coverage which it believes adequately insures against the risks associated with these claims. Additionally, as a large employer with more than 35,000 employees in more than 100 offices across the United States, from time to time, the company is subject to employment related claims. The large majority of these claims are dismissed without further action. There is no pending litigation or judgments rendered in the past five years which would have an impact on G4S's ability to provide services to CATS.

ii. List all engagements the Contractor has undertaken in the past 5 years which has



resulted in: 1. Arbitration or litigation and disposition of the cases

As a large Corporation, from time-to-time, G4S Secure Solutions (USA) Inc. is subject to litigated or arbitrated claims related to the services that the Corporation provides under contracts with the Corporation's customers. In addition, from time-to-time, the Corporation participates in arbitration related to labor agreements. In the opinion of management, there have been no such litigation or arbitration proceedings in the past five years that would have a material impact on the operation of the Corporation or the services to be provided under this solicitation.

2. Claims being filed by any Federal, State, or Local Governmental agency or individual.

G4S is subject to routine compliance inquiries by regulatory agencies such as the Department of Labor, the Occupational Safety and Health Administration, the Equal Employment Opportunity Commission, and their state counterparts, as well as state security licensing agencies. In the opinion of management, there are no claims, audits or inquiries in the past five years that would have a material effect on the operation of the Corporation or its ability to provide the services contemplated by this solicitation.

3. Liens filed by suppliers or subcontractors. List whom, for what, and the dollar amount.

To the best of the Corporation's information and belief, none.

iii. Provide a description of the financial impact of any other past or pending legal proceedings and judgments that could materially affect the Contractor's financial position or ability to provide Services to the City.

In the opinion of management, there are no past or pending legal proceedings or judgments that could materially affect the Contractor's financial position or its ability to provide the services to the City that are contemplated by this solicitation.

For all matters involving the Contractor providing products or services to local, state or federal government, submit declarations of the current status of any past or pending criminal, civil, or administrative litigation against the Contractor or any Related Entity.

G4S has not been the subject of any past criminal convictions or judgments and there are no pending criminal, civil, or administrative litigation that would have an effect on G4S's ability to continue to provide services to CATS.

Please state whether there are any cases pending against the Contractor, a Related Entity, or Current Officer of either, that, if adversely resolved, would pose a material risk of insolvency to either the Contractor or the Guarantor or would materially affect the Contractor's or Guarantor's ability to perform their obligations. (For the purposes of these declarations, "Current Officer" shall be defined to include those individuals who are presently serving or who have served within the past two (2) years as an officer of the company.)

None with respect to the Contractor, G4S Secure Solutions (USA) Inc., and its current officers. More information about the Contractor's parent corporation G4S plc, and its Related Entities is available at www.g4s.com.

5.5 KNOWLEDGE AND EXPERIENCE OF KEY INDIVIDUALS

1. Demonstrate that the proposed Account Manager has a minimum of 3 years' experience successfully managing security services in a Public Sector environment, preferably in a public transit setting, or in a military environment, and the necessary training and skills.

G4S proposes to continue Deputy Chief of Police Richard Goff as the Account Manager. Mr. Goff has served in his current role on the incumbent contract for over two years. He is a retired New York City Police Department Police Officer having experience with the NYC Transit Police and has served many years in other LEO roles. Please see his resume in this section.



2. Demonstrate that the proposed Operations Assistant has a minimum of two years successfully managing security officers/dispatchers/console operators in a monitoring center environment, and the necessary training and skills.

Operations Assistant Bryan C. Kale has 11 years of law enforcement and security experience that includes managing security officers/dispatchers/console operators. Please see his resume later in this section.

3. Provide brief resumes (1-page) for proposed Account Manager, Operations Assistant and Training Personnel. If personnel have not been selected or not already on staff; provide the job description that will be used to advertise for those positions. Include professional certifications as appropriate. Resume and certifications

Resumes are presented on the following pages.



ACCOUNT MANAGER

Richard J Goff Jr

Employment

**G4S Secure Solutions-Deputy Chief, G4S Special Police Division
Account Manager Charlotte Area Transit System (CATS)
Present**

Feb 2016 –

Accounts Managed:

2013 – Present

- Johnson C Smith University Security
- Police Patrol for Queens College

**New York City Police Department
Police Officer**

Jun 1992 - Feb 2009

NYC Transit Police June 1992

- Track safety training
- Plain Clothes/Anti-crime
- Vandals/Graffiti Unit
- Surface crime unit
- Class B CDL Bus operator
- Supervised 276 police officers through Highway Safety Unit
- Patrol of New York City (NYC) transit system
- Riot and crowd disorder control (NYPD Task force Brooklyn South division)
- NYPD command hazardous materials response team
- Homeland Security Hazardous materials first responder
- Homeland Security terrorist Interdiction
- Mass Causality Incident Management

Qualifications and Certifications

- BLET Certified Mitchell Community College
- North Carolina EMT
- Certified North Carolina Private Protective Services Board (PPSB) armed security officer
- Certified G4S CPO lieutenant
- Fraudulent vehicle Insurance claim
- Homeland Security Trained, US Federal Government
- Chemical Weapon and IED Detection and prevention, US Federal Government
- Class B commercial driver's license, NC

Education

- Master's, English Literature, Southern New Hampshire University Graduate Program, Dec 2018
- Bachelor's, English Language and Literature, Southern New Hampshire University, Apr 2017



OPERATIONS ASSISTANT

Bryan C. Kale

Experience

G4S Company Police, Charlotte, NC **Oct 2013 -- Present**

Special Police Officer, Captain

- Maintains Payroll and Staffing Statistical analysis and record keeping of calls for service
- Prepares reports for the Charlotte Area Transit System
- Supervises evidence and property control
- Investigates Use of Force incidents and citizen complaints
- Develops and implements plans for crime reduction through patrol techniques
- Assists with policy development and implementation

Allied Barton Company Police, Charlotte, NC **Aug 2011 -- Oct 2013**

Special Police Officer, Corporal

Metro Special Police and Security, Charlotte, NC **Oct 2010 -- Aug 2011**

Special Police Officer

Mount Holly Police Department, Mount Holly, NC **Apr 2007 -- Jun 2010**

Patrolman

United States Marine Corps, Cherry Point, NC **Feb 1992 -- Oct 1999**

Sergeant – Aviation Engine/Flight Line Mechanic – AV8B II Harrier

Education

- Basic Law Enforcement Training, Gaston College, Dallas, NC, 2007
- Basic Marine Recruit Training, United States Marine Corps, 1992
- High School Diploma, Ashbrook High School, Gastonia, NC, 1991

Certifications

- Oleoresin Capsicum (OC) Instructor
- Crisis Intervention Team
- EC/IR II Chemical Analyst
- National Incident Management System (NIMS)
- ICS 100 Introduction to the Incident Command System
- ICS 200 ICS for Single Resource a and Initial Action Incidents
- IS-700: National Incident Management System
- IS-800: National Response Framework
- Race Matters for Juvenile Justice's Dismantling Racism Training
- Leadership Development training at the North Carolina Justice Academy
- Leadership for Law Enforcement Managers
- Tactical Leadership



TRAINING PERSONNEL

Roy DeWayne House

Experience

G4S Secure Solutions USA

Training Manager for G4S Charlotte Head Quarters

June 1, 2018 to present

Oversee Private Protective Service (PPS) Unarmed Training, Coordinate In-Service for North Carolina Sworn Police Officers assigned to G4S, Firearms Instructor, Hazardous Material Instructor, Taser Instructor, ASP Baton Instructor and BLS Instructor American Heart Association.

Special Police Division Charlotte North Carolina 2018

May 5, 2017 to May 31,

Police Officer In-Service Coordinator assigned to the Charlotte Transit Center Light Rail Division. Assigned to provide a police service for the Blue Line Extinction on the Charlotte Transit Rail Line.

Sergeant /In-Service Coordinator June 2014 to May 2017: Assigned to the Charlotte Transit Center Light Rail Division. Supervised nine officers that provide a police service for the Blue Line Extinction on the Charlotte Transit Rail Line. As In-Serve Coordinator, maintained all sworn officer annual in-service training records, insuring they are up to date and in compliance with North Carolina Training and Standards.

Lieutenant /Assistant Site Director October 2010 to April 2014: Oversaw daily operation of over 60 security personal (sworn and non- sworn personal) in a college environment. Duties included assisting in maintaining an annual budget of \$1.5m. Assumed management responsibility in the absence of the Site Director.

Allied Barton Company Police, Charlotte, NC 2010

Aug 2010 to Oct

Catawba County Sheriff's Department 1 Sworn Deputy

1992 -- 2002

Full operation of detention center under departmental policy required by state law. Provide supervision of the Detention Center and Safety of all Inmates.

United States Army National Guard 1989-1995

Education & Certifications

Specialized Firearms Instructor 2017, Specialized Hazardous Instructor 2017, BLS Instructor American Heart Association 2017, Taser Instructor 2017, ASP Baton Instructor 2016, Rapid Deployment Instructor 2013, Unarmed Guard Trainer Certification 2014, General Instructors School 2013, Coordinating In-Service Training 2013, MDT Training/DIC Certified 2013



Deborah Washington

Experience

G4S Secure Solutions (USA) Inc. - Charlotte, NC

Police Officer - Captain

Jan 2016 – Present

- Fosters the core values of Community Policing by maximizing citizen involvement, promoting a total service orientation among employees and encouraging a proactive, problem-solving approach to police services.
- Participates in the personnel selection process; makes recommendations on appointments, promotions, transfers, and disciplinary actions.
- Monitors activities of subordinates at critical incidents and assumes direct control when circumstances require
- Check on the Employees that are in the Decks to ensure that they are doing their post duties.
- Payroll- Responsible for entering the times of the Officers that are assigned to the Blue Line Extension Assist the Deputy Chief with the Day to Day Operations.

Mecklenburg County Sheriff's Office - Charlotte, NC

Deputy Sheriff

Jan 2007 – Jan 2012

- Processed arrestees through fingerprinting, photos, magistrate appearance and dress-out.
- Provided security for the courthouse and designated courtrooms, coordinated video arraignments as well as, Issued citations and warnings.
- As Acting Sergeant, I was In charge of running the shift for the week, assigning deputies to their assigned posts, and making sure the shift ran in accordance with established policies and procedures.
- Obtained Intoxylizer Certification in 2009 and performed tests on DWI Arrestees when they were brought into intake.
- Obtained Crisis Intervention Training (CIT) certification in 2009 to help individuals who were threatening suicide or any behavior that might require medical attention.
- Attended Police Law Institute in 2009 to learn how to obtain search warrants and the legality of when to obtain a search warrant.
- I was also a Master Deputy with the Sheriff Office, which was part of the Hometown Heroes to deliver toys to children during Christmas season who were suffering from cancer.
- As a Field Training Officer, I also trained new Deputies how to work under their job descriptions for a 2-3 month period.

Education and Training

- Bachelor's Degree: Criminal Justice, Strayer University 2014
- Associates Degree: Criminal Justice, Strayer University 2014
- Certificate: Police Law Institute, Davidson County Community College 2009
- Certificate: Field Training Officer, Davidson County Community College, 2010



Evaney L. Nesbitt

Experience

G4S Secure Solutions, Charlotte N.C.

Police Captain (Charlotte Area Transit System)

2010 - Present

Administrative Captain

- Supervise Lieutenants, Police Officers, and Security Officers
- Handle all administrative needs of all Police/Security personnel
- Conduct new hire interviews
- Scheduling for all officers/Vacation/Unpaid time off request
- Maintain drug testing information
- Attend meeting with the department heads of CATS and City Attorney
 - ✓ Discuss staffing and manpower
 - ✓ Officers Productivity
 - ✓ New and old City Ordinances to be enforced
 - ✓ Discuss Safe Transit Initiatives
- Coordinate training for officers
- Prepare all termination/resignation paperwork
- Meet with new hires for scheduling and contract introduction
- Ensure new officers receive proper computer and building access
- Handle all uniform request
- Handle citizens' complaints (CSR)

Charlotte Mecklenburg Police Department, (CMPD), Charlotte, NC

Police Officer

Dec 1998 – Feb 2010

Trainings & Certifications

- TSI: Transit Rail System Safety
- TSI: Transit Industrial Safety Management (30 Hour OSHA Card)
- TSA: Mass Transit Law Enforcement (Security Awareness Training)
- NIMS (Incident Command)
- Tactical Leadership: Critical Lessons Learned
- Drug Investigations (State & Federal Levels)
- Bike Patrol Certified (National LEBA Association)
- Crisis Intervention Certified (CIT)
- Taser Certified
- State and Federal Law and Statutes
- TRACS 10 Administrator (NCDMV Accident/Crash report system)

Education

Central Piedmont Community College, Charlotte, NC – December 2012
Associate of Applied Science Degree in Criminal Justice



EXCEPTIONS

We request the insertion of the following wording in Section 26 of the Agreement to Provide Transit Security Services, immediately before the final sentence of the first paragraph of that Section:

"Contractor shall have no duty to indemnify an Indemnitee for any damages or portions of damages caused by negligence on the part of the City."

We note that this wording is included in the equivalent section of the existing contract between G4S Secure Solutions and the City of Charlotte, relating to the services which are the subject of this RFP



REQUIRED FORMS

SECTION 6, FORM 2, ADDENDA RECEIPT CONFIRMATION

SECTION 6, FORM 3, PROPOSAL SUBMISSION

SECTION 6, FORM 4, PRICING WORKSHEET

SECTION 6, FORM 5, M/W/SBE UTILIZATION

**SECTION 6, FORM 6, COMPANY BACKGROUND AND
EXPERIENCE**

SECTION 6, FORM 7, REFERENCES



ATTACHMENTS

LICENSES

SECURITY OFFICER HANDBOOK

CERTIFICATE OF INSURANCE

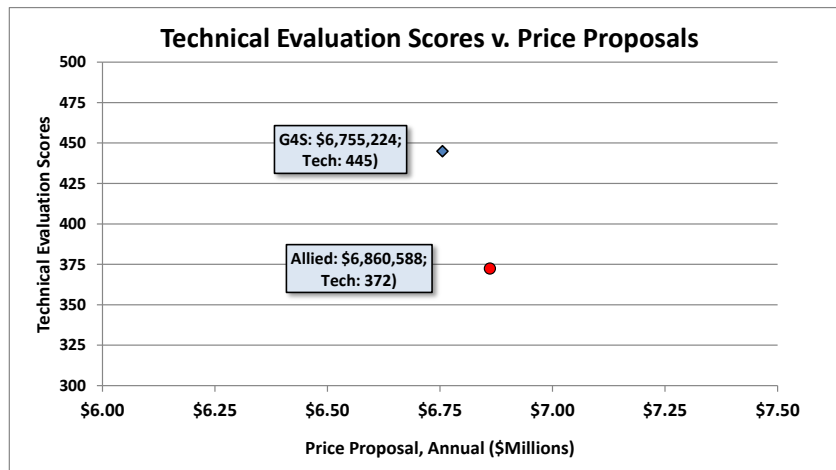
EVALUATION COMMITTEE SUMMARY	
Request for Proposal Name:	Transit Security Services
Request for Proposal Number:	269-20130401001
Proposal Receipt Date:	July 15, 2013



	Top-Proposal	Bottom Proposals	Non-Responsive Proposals
1	G4S (5)	Allied Universal (4)	
2			

Average Evaluation Ratings of Proposals from Initial Review								
Evaluation Criteria	Staff Qualifications, Training and Retention	Service Delivery Approach, QA Plan and Start-Up	Price Proposal	Firm Experience, Capacity and History	Knowledge and Experience of Key Individuals	CBI-MWSBE Plan	Total Score	Rank
Criteria Weighting	21.42857	20	21.42857	21.42857	10.71429	5		
Contractor Proposals								
G4S Secure Solutions	124.29	108.00	120.00	115.71	62.14	35.00	565.14	1
Allied Universal	98.57	96.00	90.00	102.86	45.00	30.00	462.43	2
	GREEN		Top Score in Category					
	RED		Bottom Score in Category					

Evaluation Definitions / Parameters		
Evaluation	Numeric Score	Description
Non-Responsive	1	Lack of essential information, and/or did not comply with a standard requirement of the offering; did not provide an assessible plan or response.
Unsatisfactory	2	Lack of essential information; low probability for success; significant weaknesses, uncorrectable.
Marginal	3	Lack of essential information; low probability for success; significant weaknesses, but correctable.
Satisfactory	4	Generally meets minimum requirements; fair or questionable probability for success; evident weaknesses, but correctable.
Good	5	Generally meets minimum requirements; good probability of success; weaknesses can be readily corrected.
Very Good	6	Substantial response; meets in all aspects and in some cases exceeds, the critical requirements; no significant weaknesses.
Excellent	7	Significantly exceeds in all respects the minimum requirements; high probability of success; no significant weaknesses.



This contract is being awarded on a "best-value" basis where the determination is made on analysis of the tradeoff between qualitative technical factors and the proposal price. In the chart on the left are listed both the annual proposal price, and the "technical" score (total score less price criteria score) from each proposal to allow this comparison.

PROVIDE YOUR SCORES AND EXPLANATION OF EACH SCORE TO EACH PROPOSAL BELOW					
G4S Secure Solutions					
Evaluation Criteria	AVG	Comm#	Score	Comments and Explanation of Scoring	StDev.
Staff Qualifications, Training and Retention	5.80	A	6	Liked 10year criminal background searches for all candidates for employment. Allied states 7 years	0.75
		B	5	BLET Sate Certifications	
		C	6	Companies qualifications are extensive. Their training supersedes requirements and is specific to CATS needs and the growing environment in Charlotte. Employee retention numbers are exceptional, retention plan is attractive.	
		D	5	Familiar with the Start up plan and the individuals who will be major players	
		E	7	solid team, low turnover	
Service Delivery Approach, Qa and Start-Up Workplan	5.40	A	5	Generally meet requirements	0.80
		B	5	Generally meets Minimum requirements.	
		C	5	The companies service delivery approach and plans are clear and well put together.	
		D	5	Acceptable	
		E	7	well written proposal	
Price Proposal	5.60	A	6	Better price proposal than Allied	0.89
		B	5	Pruxe Proposal Rates were less Annually.	
		C	5	The companies price proposal is reasonable and appears to be suitable for CATS budget requirements.	
		D	5	Acceptable	
		E	7	8 cars included which is over the 6 required	
Firm Experience, Capacity and History	5.40	A	6	More experience in working in transit environment than Allied	0.49
		B	5	Good probability of success.	
		C	5	The companies experience is substantial and has a impressive variety of law enforcement talent. The companies history is solid and has demonstrated the ability to provide the required service.	
		D	5	Acceptable	
		E	6		
Knowledge and Experience of Key Individuals	5.80	A	5	Key individuals identified with TSI training was good	0.40
		B	6	Command Staff has prior Law Enforcement CMPD, NYPD, and MCSD	
		C	6	The companies key individuals have strong law enforcement backgrounds, education and training. The background and experience of all key individuals was provided and was very detailed.	
		D	6	Reviewed resumes of the individuals of who will be working day to day and know that they are knowledgeable and capable of the work	
		E	6	solid team	
CBI-MWSBE Plan	7.00	F	7	Firm exceeded MWSBE participation on the current contract by adding 10 additional percent points. This amounted to a 66.67% percentage change as the commitment of 15% was increased to 25%. As well the firm met the basic requirements including documenting MWSBEs contracted and communications documentation.	

			Allied Universal		
Evaluation Criteria	AVG	Comm#	Score	Comments and Explanation of Scoring	StDev.
Staff Qualifications, Training and Retention	4.60	A	5	Generally meet requirements	0.49
		B	5	Generally Meets minimum requirements.	
		C	4	Staff qualifications are standard, training is adequate, however it could be more intense for the CATS growth requirements. The retention plan is attractive, however some parts seems to focus on employees that excel immediately.	
		D	4	Allied provided a Start up plan however did not include resumes from the key staffers who would integral part of the start up plan.	
		E	5	some resumes showed staff that moved around frequently. Proposed different structure, but didn't name individuals	
Service Delivery Approach, Qa and Start-Up Workplan	4.80	A	6	Start up Pland was clearly defined	0.75
		B	4	Generally Meets minimum requirements.	
		C	4	The companies service delivery and Plans are good, however they seem to be generic and require more detail.	
		D	5	Acceptable	
		E	5	seems detailed, but some elements of proposal were not well organized	
Price Proposal	4.20	A	5	Competitive price proposal	0.40
		B	4	Price Proposal Salary Rates per hour were more expensive.	
		C	4	The price proposal is reasonable, but requires some adjustments.	
		D	4	Allied included a higher payrate for special events which in the RFP it was clearly stated that straight time would be paid	
		E	4	overtime issue, is there more "bang for the buck"?	
Firm Experience, Capacity and History	4.80	A	5	Good experience working in transit	0.75
		B	4	Generally Meets minimum requirements.	
		C	5	The companies has lots of experience and their history demonstrates stability and the ability to provide the required service.	
		D	4	Spoke with the Securit Manager at CDIA who stated in email that he is not completely satisfied with the work of Allied Barton.	
		E	6	solid company history	
Knowledge and Experience of Key Individuals	4.20	A	6	Providing supporting team in addition to key individuals in RFP was a plus	1.17
		B	4	Generally Meets minimum requirements.	
		C	5	Key individuals in this company have a variety of law enforcement backgrounds. They appear to be well educated with the knowledge and experience required to service CATS.	
		D	3	Allied failed to provide the resumes of he key people that will be working day to day on the CATS Contract	
		E	3	difficult to understand who are named staff. Key positions vacant???	
CBI-MWSBE Plan	6.00	F	6	Firm very well documented the MWSBE vendors who were contacted and also did a communications followup. As well the firm was able to match the current 15% MWSBE commitment.	