

Atlanta Regional



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REQUEST FOR PROPOSALS

Unarmed Security Services

Contract Period – October 1, 2023, through June 30, 2027.

Issuance Date – Friday, August 4, 2023.

Submission Deadline – Wednesday, September 6, 2023, by 5:00 P.M. EST.

Questions should be submitted to wfmprocessing@atlantaregional.com no later than Wednesday, August 16, 2023, by 5:00 P.M. EST.

Introduction

The Atlanta Regional Workforce Development Board (ARWDB) is a 21-member board established to administer workforce services and oversee the implementation of the Workforce Innovation and Opportunity Act (WIOA) in a Local Workforce Development Area comprising a seven (7) county area covering: Cherokee, Clayton, Douglas, Fayette, Gwinnett, Henry, and Rockdale counties. This area is identified as Region 3, Area 7 as defined by the Technical College System of Georgia, Office of Workforce Development. Consistent with statewide branding, the ARWDB service area and programs are also known as WorkSource Atlanta Regional.

The Atlanta Regional Commission (ARC) serves as the fiscal and administrative agent, and workforce grant sub-recipient, for the ARWDB. As such, the ARC Workforce Solutions Department is charged with providing staff support to the ARWDB and implementing WIOA programs and services under direction of the ARWDB. For more information about ARWDB and the local and regional workforce plans, visit <http://www.atlantaregional.com/workforce-solutions/overview>.

Purpose

The purpose of this RFP is to solicit vendors to provide unarmed manned security services for career resource centers located in the ARWDB seven county area. There are currently five (5) career center locations in the following counties that require the security services being procured under this RFP: Douglas, Rockdale, Clayton, Henry and Gwinnett. Each of the existing locations are office spaces located within an office building. The guards will be responsible for ARC leased and activity spaces. Career Resource Center locations may be moved, added, or closed during the contract time of performance and the service contract will be amended appropriately.

The overall need and intent is to have at least one unarmed manned security guard posted at each of the existing ARWDB career centers in the locations listed above. The guards would be present from the opening to the closing of the career centers, typically between the hours of 8am to 5pm, Monday through Friday, with some variations depending on the location. There may be additional hours needed on some occasions. Services may also be requested for our Mobile Resource Center and/or Welding Lab, and other events or situations may occur.

Staff Expectations

Personnel providing security services must be properly trained, attentive, and engaged while at the centers.

Personnel must arrive and depart as assigned. If unable to attend work, personnel must inform the Career Resource Center and the contractor must make alternative arrangements to cover the needed assignments.

Personnel must wear appropriate attire for a business office setting and be clearly identifiable as security personnel.

Personnel must possess excellent customer service and interpersonal skills, as the career center locations are open to the public and frequented by customers, staff, and local officials.

Proposal Requirement

The submitted RFP must include detailed information as specified in the Proposal Format and Content section below.

The respondent may include any other information deemed pertinent to this proposal, within the page limit specified.

Proposal Guidelines

This request is governed by ARC Purchasing and Procurement guidelines. Interested applicants should submit a proposal that addresses specifications listed in Exhibit A. Proposers must respond to this Request for Proposals with written proposals following all requirements outlined in this document.

Questions must be submitted in writing to Haydn Brathwaite no later than 5:00 p.m. EST on Wednesday, August 16, 2023, via email to WFMProcessing@atlantaregional.org. All questions received, and responses to those questions, will be posted on the ARC website by 5:00 p.m. EST on Wednesday, August 23, 2023. *The subject in the email should start: RFP Security Questions – (name of company submitting proposal).*

For example: RFP Security Questions– ABC Security, Inc.

Proposals must be submitted to and received by ARC no later than **5:00 p.m. EST on Wednesday, September 6, 2023**. *Proposals must be emailed to Haydn Brathwaite at wfnprocessing@atlantaregional.com. The subject in the email should start: RFP Security Proposal – (name of company submitting proposal).*

For example: RFP Security Proposal – ABC Security, Inc.

If interviews are necessary, a short-list of organizations will be invited to participate in an interview process with an evaluation committee. ARC will organize a specific interview date and time with those selected organizations.

ARC reserves the right to award this contract based on initial proposals received without formal interviews and to award all or part of this project to one or more organizations.

ARC reserves the right to select for contract or for negotiations a proposal other than that with the lowest cost, to reject any and all proposals or portions of proposals received in response to this RFP or to make no award, to waive or modify any information, irregularity, or inconsistency in proposals received, to request modification to proposals from any or all proposers during the contract review and negotiation, and to negotiate any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time.

Contract Term

The initial contract term under this solicitation is from October 1, 2023, through June 30, 2024. Provided that measurable outcomes are successfully achieved and that sufficient funds for the additional terms are available, ARC/ARWDB will have the option to extend the contract for up to three (3) additional one-year periods as follows:

- Optional Extension One – July 1, 2024 to June 30, 2025
- Optional Extension Two – July 1, 2025 to June 30, 2026
- Optional Extension Three – July 1, 2026 to June 30, 2027

Note: The option to extend is not guaranteed and the award of the initial contract does not imply an exercise of the option to extend.

Proposal Format and Content

Interested organizations should submit a proposal that addresses the requirements and capabilities desired. Organizations must respond to this RFP with electronic versions of their proposals in either a PDF file or Microsoft Word compatible word processing format. Proposal evaluation will focus initially on the written proposals.

Proposals must include the following information:

1. Legal name of the company.
2. Point of contact (name, title, phone number, mailing address, and email address)
3. Company registration with Georgia Secretary of State
4. Business License in County and/or Locality of business, if required
5. Description of the approach to services and how they will meet our needs at the Career Resource Centers.
6. Description of experience on similar assignments including a list of at least 2 references within the past 5 years, with current contact information.
7. Pricing quote in the format located on **Exhibit A: Detailed Cost** to this RFP.

Proposals shall not exceed a total of 10 pages (8.5 x 11) printed double-sided, inclusive of detailed descriptions of organization experience. Covers, end sheets, quotes, exhibits, and an introductory letter shall not count against this maximum. Font size shall be a minimum of 11 point in all cases.

Proposal Evaluation

The review of written proposals will be based on the following evaluation criteria, with the relative weights in parentheses:

1. Pricing (30%)
2. Experience (40%)
3. Understanding of need and approach to meet expectations (30%)

Conditions for All Proposals

The following conditions are applicable to all proposals:

1. It is the Respondent's responsibility to ensure that their proposal meets all submission requirements. Incomplete submittals and proposals submitted after the date and time stated in this RFP will not be considered.
2. If a Respondent submits a proposal in collaboration with other partners to provide components of the activity areas, only one proposal shall be submitted. The proposal should describe the nature of the collaboration and agreements between all parties involved.
3. No proposal will be considered if:
 - a. The entity or any of its partners has been disbarred by an action of any governmental agency; or
 - b. The entity had any contract(s) with ARC/ARWDB that had been canceled for cause within the past 3 years; or
 - c. The entity has not complied with an official order of any State agency or the U.S. Department of Labor to repay disallowed costs incurred during its conduct of projects or services.
4. By submission of this proposal, the Respondent certifies that in connection with this proposal:
 - a. The fees or costs in the proposal have been arrived at independently without consultation, communication, or agreement with any other Respondent, or with any competitor for the purpose of restricting competition, as to any matter relating to such fees; and
 - b. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit a proposal for the purpose of limiting or restricting competition.
5. Each person signing the proposal certifies that:
 - a. He/she is the person in the Respondent's organization legally responsible for the decision as to the prices or costs being offered in the proposal and that he/she has not participated in any action contrary to 4 (a) and (b) above; or
 - b. He/she is not the person in the Respondent's organization legally responsible for the decision as to the prices or costs being offered in the proposal; however, that he/she has been duly authorized in writing, with a copy attached, to act as agent for the persons legally responsible for such decision, and certifies that such persons have not participated, and will not participate, in any action contrary to 4 (a) and (b) above.
6. Service providers will maintain a drug-free workplace for employees and customers.

Additional Considerations

This RFP does not commit or obligate ARC/ARWDB to award a contract, to commit any funds identified in this RFP document, to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

Further, ARC/ARWDB reserves the right to:

1. Accept or reject any or all proposals in whole or in part, which it considers not to be in its best interest. No guarantees, expressed or implied, are made by ARC/ARWDB or its agents as to the availability of funds.
2. Change or waive any provisions set forth in this RFP.
3. Return non-sufficient proposals without review.
4. Waive informalities and minor irregularities in proposals received.
5. Negotiate any and all proposed terms, conditions, costs, staffing level, services/activities mix, funding amounts, and all other specifics.
6. Request: (a) additional data, (b) technical or price revisions, or (c) oral presentations in support of the written proposal.
7. Determine that an arms-length agreement exists between the Respondent and any subcontractors or vendors they might choose to use.
8. Conduct a pre-award review that may include, but is not limited to, a review of the Respondent's record keeping procedures, management systems, accounting and administrative systems, and program materials.
9. Change specifications and modify contracts as necessary to: (a) facilitate compliance with the legislation, regulations, and policy directives; (b) manage funding; and (c) meet the needs of the customers and funding agencies.
10. End contract negotiations if, as determined by ARC/ARWDB, acceptable progress is not being made within a reasonable time frame.

Conflict of Interest and Confidentiality

ARC is subject to the Georgia Open Records law. All proposals submitted will become public records to be provided upon request. Any information containing trade secrets or proprietary information, as defined by state law, must be marked as confidential to prevent disclosure. Confidential markings must be limited to the protected information. Entire proposals marked confidential will not be honored.

Additionally, conflicts of interest are governed by the ARC Standards of Ethical Conduct available here: [Standards of Ethical Conduct](#). Respondents must disclose any potential conflicts of interest that may arise from the provision of services described herein. Such disclosure should include the name of the individual(s) with whom there is a conflict, any relevant facts to the potential conflict, and a description of the internal controls proposed to mitigate any such conflict. ARC's Staff Legal Counsel will determine whether such disclosure presents a potential organizational conflict of interest that should preclude award to the respondent.

Disadvantaged Business Enterprises (DBE)

It is the policy of ARC that Disadvantaged Business Enterprises (DBE) (49 CFR Part 26) have the maximum opportunity to participate, either as contractors or subcontractors, in the performance of Commission contracts to the extent practical and consistent with the efficient performance of the contract. ARC's current DBE goals is 15.64%. Information regarding ARC's DBE Program can be found at www.atlantaregional.com/about-us/business-opportunities.

Exhibit A: Scope of Work

1. **Patrolling and Surveillance:** Conduct regular patrols of the assigned area to deter unauthorized activities, maintain a visible presence, and promptly report any suspicious behavior, safety hazards, or security breaches.
2. **Incident Reporting:** Document and report any incidents, accidents, or unusual occurrences that take place during the assigned shift. This may include writing incident reports, filling out forms, or providing verbal reports to supervisors.
3. **Emergency Response:** Respond appropriately to emergencies, including but not limited to fire alarms, medical emergencies, or any other incidents that may require immediate attention. This may involve notifying emergency services, evacuating the premises, or providing basic first aid if necessary.
4. **Customer Service:** Interact professionally and courteously with employees, visitors, and clients, providing assistance, information, and directions as needed. Maintain a helpful and approachable demeanor while enforcing security protocols.
5. **Crowd Control:** Manage and maintain order during events or situations that involve large gatherings of people. This may include controlling access, directing foot traffic, and handling any disturbances or conflicts that may arise.
6. **Security Equipment and Systems:** Operate and monitor security equipment or systems provided by ARC, where applicable. Report any malfunctions or issues to the appropriate personnel and take necessary action to address them.
7. **Safety Compliance:** Ensure compliance with safety regulations and protocols, including enforcing fire safety measures, conducting routine safety inspections, and addressing any safety concerns or hazards.
8. **Report Writing and Documentation:** Maintain accurate and detailed logs, incident reports, and other required documentation. This includes recording shift activities, notable incidents, and any actions taken during the shift.
9. **Cooperation with Law Enforcement:** Collaborate with law enforcement personnel, if required, by providing them with necessary information and cooperating during investigations.

Exhibit A: Detailed Cost

Provide a detailed pricing of Security Services as requested in this proposal

A. Cost Breakdown

1. Hourly rate per guard

- a. Rate up to 8 hours/day \$ _____
- b. Overtime hourly rate (over 40 hours/week) \$ _____
- c. Weekends/holidays (if different from overtime) \$ _____

2. Other costs, if any

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

EXHIBIT C

Title VI and DBE Requirements For Prime Contractors and Sub-grant Recipients

TITLE VI

ARC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D to 2000D4, and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all Respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this invitation and shall not be discriminated against on the grounds of race, color, sex, handicap, or national origin in consideration for an award.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Overall DBE Goal: As part of its DBE Plan, ARC has an established overall goal of 15.64 percent.

Program Intent. ARC has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 ("Part 26" or "DBE Regulations"). ARC has received federal financial assistance from the Department of Transportation for this contract opportunity, and as a condition of receiving this assistance, ARC has signed an assurance that it will comply with Part 26.

It is the policy of ARC to ensure that DBEs, as defined in Part 26, have an equal opportunity to participate in its DOT-assisted contracting opportunities. It is also ARC's policy:

- (a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- (f) To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

Definitions. Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as defined in 49 CFR Part 26. A DBE is a firm in which one or more individuals

who are women or eligible minorities own and control at least 51% of the firm.

Compliance. All Bidders/Proposers, potential contractors, or subcontractors for this Contract are hereby notified that failure to carry out the policy and the DBE obligations, as set forth above, shall constitute a breach of Contract which may result in termination of the Contract or such other remedy as deemed appropriate by ARC.

Prompt Payment Requirement. In the event of contract award, the prime contractor agrees to pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from ARC. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any contractor found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If contractor does not take corrective action, contractor may be subject to contract termination.

Documentation. The Bidder/Proposer shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract levels and other DBE affirmative action efforts.

Additional information on ARC's Disadvantaged Business Enterprise Program can be obtained from Brittany Zwald, Contract & Grants Officer, Financial Services Division, Atlanta Regional Commission, 229 Peachtree Street NE, Suite 100, Atlanta, Georgia 30303, 470-378-1494, bzwald@atlantaregional.org.

DBE UTILIZATION PLAN

This plan will be included in a Title VI and DBE Attachment to all USDOT funded ARC bide and proposals.

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

NAICS Code: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$_____. The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as state above.

By _____
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this DBE Utilization Plan shall be null and void.

(submit this page for each DBE subcontractor).

PLEASE ATTACH A COPY OF THE OFFICAL DBE CERTIFICATION FORM

**Form 2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 76, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 45 CFR Part 93), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**Form 3: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained or perform such service.

EEV / E-Verify™ Company Identification Number

Date of Authorization

Company Name

Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires:

CONTRACTOR/VENDOR INFORMATION

**Legal name & address
of entity:**

If different from above-

Legal name of Payee:

Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

Legal entity status (please mark all that apply):

<input type="checkbox"/> Corporation/C-Corp LLC/S-Corp LLC	<input type="checkbox"/> Individual/Sole-Proprietor/Single Member LLC
<input type="checkbox"/> Partnership/LLC Partnership/LLP	<input type="checkbox"/> Government: Federal/State/Local/Authority
<input type="checkbox"/> Non-Profit: 501(c)(3)/501(c)(4)	<input type="checkbox"/> Other: (describe) _____

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES _____ NO _____

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES _____ NO _____

E-verify Status: _____ **Registered:** E-verify Number _____ **DUNS Number** _____
_____ **Not Registered**

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES _____ NO _____

Minority or Women Business Enterprise under 49 CFR Part 23? YES _____ NO _____

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards? YES _____ NO _____

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____

Signature: _____

Title: _____

Date: _____