



OLYMPIA, WASHINGTON

**REQUEST FOR PROPOSALS
PROJECT 2208**

TRANSIT CENTER SECURITY SERVICES

REQUEST FOR PROPOSALS (RFP) RELEASE DATE:

March 2, 2022

PRE-PROPOSAL MEETING:

Date: March 16, 2022

Time: 10:00 a.m. Pacific Time (PT)

Location: Virtual. See Section 2.3.

SITE VISIT:

Date: March 17, 2022

Time: 9:00 a.m. Pacific Time (PT)

Location: 526 Pattison Street SE, Olympia, WA 98501

QUESTION/CLARIFICATION DEADLINE:

Date: March 18, 2022

Time: 5:00 p.m. (PT)

PROPOSAL DUE DATE AND TIME:

Date: March 24, 2022

Time: 11:00 a.m. (PT)

CONTACT PERSON:

Katie Cunningham

Procurement Coordinator

(360) 705- 5837

kcunningham@intercitytransit.com

LEGAL ADVERTISEMENT

**REQUEST FOR PROPOSALS
TRANSIT CENTER SECURITY SERVICES**

**INTERCITY TRANSIT
PROJECT 2208**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Proposals from qualified firms interested in providing daily unarmed Security Services at its locations in Olympia and Lacey, Washington.

Solicitation documents for this opportunity are available online through Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the RFP 2208 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

An optional virtual Pre-Proposal Meeting will be held virtually on March 16, 2022 at 10:00 a.m. (PT). An optional Site Visit will be held on March 17, 2022 at 9:00 a.m. (PT) beginning at Intercity Transit, 526 Pattison Street SE, Olympia, WA 98501.

Proposals are due no later than March 24, 2022 at 11:00 a.m. (PT).

Please contact Katie Cunningham, Procurement Coordinator, by phone at (360) 705-5837 or email at kcunningham@intercitytransit.com with any questions regarding this solicitation.

Intercity Transit is committed to maximum utilization of minority, women and disadvantaged businesses, and small businesses. All businesses are encouraged to apply.

PUBLISHED IN: The Olympian
 Daily Journal of Commerce
 Washington's Electronic Business Solution (WEBS)
 Office of Minority and Women's Business Enterprises (OMWBE)

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SECTION 1 - INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is conducting this Request for Proposals (RFP) in order to establish a Contract for unarmed Security Services.

Transit is the leader, major advocate, and primary source of public transportation in Thurston County. As such, Transit is charged to balance several important functions: providing primary transportation for people without an alternative, including those with a physical or mental disability; offering high-quality alternative transportation for people with options; providing a stimulant to economic growth; serving as a partner in building livable communities; and, being a ready resource able to respond to community emergencies. To better serve the community and fulfill its mission, Transit has a need for daily unarmed Security Services and walking patrols at its facilities and locations.

A. Daily Security Services:

Transit is seeking a qualified firm to provide all necessary labor, supervision, materials, equipment and supplies to successfully perform daily unarmed Security Services at the following fully operational facilities:

1. **Pattison Street Facility:** 526 Pattison Street SE, Olympia, WA 98501
2. **Olympia Transit Center:** 222 State Avenue NE, Olympia, WA 98501
3. **Lacey Transit Center:** 610 Golf Club Place, Lacey, WA 98503

Transit requires Security Services every day, including all holidays.

B. Walking Patrol Services:

Transit operates bus service on most holidays, except for Thanksgiving Day, Christmas Day, and New Year's Day. The Awarded Contractor will only provide twice-daily walking patrols at the Lacey Transit Center on Thanksgiving Day, Christmas Day, and New Year's Day.

Daily Security Services are not needed at the Lacey Transit Center on these holidays, but are needed at Transit's other locations.

The required service days and hours for each location are specified in the Service Schedule document located in [Appendix B](#). Transit reserves the right to modify the schedule, including but not limited to, changing service hours, adding or removing services and locations, and reducing or removing services and locations, to meet the operational and strategic objectives of the agency.

Transit is currently in the process of constructing a new Administration and Operations facility located at 510 Pattison Street SE and a new Fuel Wash Facility located at 2955 Martin Way E, and reserves the right to incorporate Security Services at these new facilities, and any other additional facility, through mutual agreement with the Awarded Contractor throughout the course of the awarded Contract. In the event that services are no longer needed at a specific facility or portion thereof, Transit also reserves the right to reduce or remove services as needed.

1.2 SCOPE OF WORK

The Awarded Contractor will provide unarmed Security Services in accordance with the Security Services Scope of Work provided in [Appendix A](#).

1.3 AWARD

Transit intends to award a Contract to the responsive responsible Proposer whose Proposal meets all RFP requirements and is determined the most advantageous to Transit.

Transit does not represent or guarantee any minimum purchase. This Solicitation does not obligate Transit to contract for the services specified herein. Transit reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

1.4 CONTRACT TERM

The initial term of the Contract resulting from this RFP is expected to begin July 1, 2022 and end December 31, 2023. The Contract may be extended for four (4) additional one (1) year terms, or portions thereof, with a maximum end date of December 31, 2027, unless special circumstances dictate otherwise. Extension for each additional term may be offered and the sole discretion of Transit and will be subject to written mutual agreement.

SECTION 2 – GENERAL INFORMATION

2.1 PROCUREMENT COORDINATOR

All questions and communication concerning this Solicitation must be directed to the Procurement Coordinator listed below. All oral communication will be considered unofficial and non-binding. Proposers are to rely only on written statements issued by the Procurement Coordinator.

Procurement Coordinator: Katie Cunningham
Email Address: kcunningham@intercitytransit.com
Address: Intercity Transit, 526 Pattison Street SE, Olympia, WA 98501

2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to the Pre-Proposal Meeting date and time, Site Visit date and time, Questions and Requests for Clarifications deadline, or Proposal Due Date and Time on Washington’s Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>.

Procurement Activity	Date and Time (Pacific Time)
RFP Release	March 2, 2022
Site Visit Attendance Confirmation Due to Procurement Coordinator	March 14, 2022 - 5:00 p.m.
Pre-Proposal Meeting (virtual)	March 16, 2022 - 10:00 a.m.
Site Visit (in-person)	March 17, 2022 - 9:00 a.m.
Questions and Requests for Clarifications Due	March 18, 2022 - 5:00 p.m.
Proposal Due Date and Time	March 24, 2022 - 11:00 a.m.
Evaluations Begin	March 25, 2022
Anticipated Interviews (optional)	April 14, 2022 / April 18, 2022
Anticipated Contract Award Date	May 5, 2022
Anticipated Contract Start Date	July 1, 2022

2.3 PRE-PROPOSAL MEETING

Transit will host an optional virtual Pre-Proposal Meeting at the time, date and link identified below. While attendance is not mandatory, Proposers are encouraged to attend. This meeting will provide prospective Proposers an opportunity to seek clarification and raise concerns related to the Solicitation. Each prospective Proposer is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other Solicitation concerns warrant a change or clarification as a result of the meeting, the Procurement Coordinator will do so by issuing an Addenda posted on [WEBS](#).

Pre-Proposal Meeting: March 16, 2022

Pre-Proposal Time: 10:00 a.m.

Pre-Proposal Location: Virtual via Microsoft Teams

- To join via computer or mobile app use the following link:
[Click here to join the meeting](#)
- To call in (audio only) please use the following:
Phone Number: +1 929-229-5501
Phone Conference ID: 931 611 084#

2.4 SITE VISIT

Transit will host an optional in-person Site Visit at the time and date identified below. The Site Visit will include a Transit-escorted visit to each Transit location requiring Security Services. The meeting will begin outside of the lobby at Transit's Administration Facility. From there, Transit will provide meeting attendees with transportation to the remaining locations. All attendees must wear a face mask at all times and practice social distancing.

Site Visit Date: March 17, 2022

Site Visit Time: 9:00 a.m. (PT)

Site Visit Beginning Location: Intercity Transit Administration Facility
526 Pattison Street SE
Olympia, WA 98501

Site Visit participants may drive themselves to each Transit location if they so choose. Parking at the locations may be limited. While Transit is unable to determine the time of arrival at each location, the Site Visit will begin outside of the of the lobby at Transit's Administration Facility. Upon completion of the site visit at the location, Transit will notify attendees of the next location to be visited.

Attendance Confirmation: Proposers who plan to attend the Site Visit should contact the Procurement Coordinator via email, to confirm the number of individuals from your firm planning to attend, no later than the date and time specified in the Anticipated Procurement Schedule in Section 2.2 above. This will assist Transit in providing adequate transportation for meeting attendees.

Parking is limited at Transit's Administration Facility. Transit may provide Proposers who confirm Site Visit attendance with additional parking information prior to the Site Visit.

2.5 SOLICITATION DOCUMENT AVAILABILITY

Solicitation documents may be accessed on-line through [WEBS](#). Proposers are responsible to register in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or WEBSCustomerService@des.wa.gov if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents. Transit will post Addenda or pertinent schedule changes on WEBS. Proposers are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Proposal that is inconsistent with the most current information and may result in disqualification.

2.6 EXAMINATION OF DOCUMENTS

Proposer must thoroughly examine all Solicitation Documents, including but not limited to, the RFP, Solicitation Standards, Sample Contract, Proposal Submittal Document, any other material referenced or incorporated herein, and any Addenda. Submission of a Proposal constitutes acknowledgment that Proposer has thoroughly examined the Solicitation Documents. Proposer's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations and permits will in no way relieve the Proposer from any obligations with respect to the Proposal or any resulting Contract. Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFP.

2.7 QUESTIONS AND CLARIFICATION REQUESTS

Proposer questions and/or clarification requests regarding this RFP are allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Proposer questions and/or clarification requests must be submitted in writing via email to the Procurement Coordinator. It is at Transit's sole discretion to accept or reject any change requests.

Transit will provide an official written response to Proposer questions received by the respective deadlines. Proposers will not rely on any oral statements or conversations with Transit representatives for RFP questions and/or clarifications. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract. If no requests for clarification are received, Transit will determine that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

2.8 SOLICITATION STANDARDS

The Solicitation Standards document is included in [Appendix B](#). The terms and conditions provided in this document apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. As such, Proposers do not need to submit the Solicitation Standards document with their Proposal. It is the Proposer's responsibility to read and fully understand the details of all items contained herein prior to Proposal submittal.

2.9 CONTRACT TERMS

A Sample Contract is included in [Appendix B](#). Transit expects the final Contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a Response to this Solicitation constitutes general acceptance of these Contract requirements. The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiation of the final Contract.

2.10 INCORPORATION OF DOCUMENTS INTO CONTRACT

A Proposal submitted in response to this Solicitation is an offer to contract with Transit. This RFP, all incorporated documents, any subsequent Addenda, and the successful Proposer's Response will be incorporated into the resulting Contract. The Contract Documents comprise the entire agreement between the parties concerning the work to be performed. It is the intent of the Contract Documents to describe the work, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for.

SECTION 3 – PROPOSAL SUBMITTALS

Respond to the following requirements in this section.

3.1 PROPOSAL SUBMITTAL REQUIREMENTS

Proposer must complete and provide the following information using the Proposal Submittal Document of [Appendix B](#). Incomplete or vague responses may be considered non-responsive and may be rejected. Failure to complete and submit all items listed in this section may disqualify the Proposer from further participation.

1. Proposer Acknowledgements

The Proposer Acknowledgements must be signed by the Proposer's Authorized Representative. Proposer must complete the acknowledgement of Addenda receipt box(es) by filling the "addenda numbers" fields for each Solicitation Addendum issued and complete the signature box information on the Proposer Acknowledgements page.

2. Proposer Information

Proposer must complete the Proposer Profile, Proposer Authorized Representative, Proprietary or Confidential Information, Certified DBE and SBE Status, and Statement of Prior Contract Termination sections. Proposer may attach additional sheets if necessary.

3. References

Proposer must submit a **minimum of three (3)** references for which the Proposer has provided services similar to those described herein. Through this submission, Proposer grants permission to Transit to independently contact the references. Transit reserves the right to obtain and consider information from other sources concerning a Proposer, such as Proposer's capability and performance under other contracts, Proposer's financial stability, past or pending litigation, and other publicly available information.

4. Non-Cost Proposal

Proposer must complete and submit the Non-Cost Proposal Section. Proposer is instructed to provide an answer for each Non-Cost Proposal Question. Proposer may attach additional sheets if necessary.

5. Cost Proposal

Proposer must complete and submit the Cost Proposal Section. Proposer may attach additional sheets if necessary. Prices will be in U.S. dollars. Proposer will extend unit pricing as required. In the event of an error in the extension of prices, the unit price will prevail. All Proposal prices will remain firm for a minimum of sixty (60) Calendar Days from the Proposal due date.

All pricing will include everything necessary for the execution and completion of the work and fulfillment of the Contract, including but not limited to, travel expenses, materials, equipment, tools, labor and services, contract management costs, insurance, and taxes except as may be provided otherwise in the solicitation documents.

All applicable taxes which the Awarded Consultant is required to pay will be included in the proposed price. No adjustments will be made in the amount paid by Transit under the Awarded Contract due to misunderstanding or lack of knowledge of the Proposer as to liability for, or the amount of, any taxes for which the Proposer is liable or responsible by law or under the Awarded Contract or due to increases in tax rates imposed by any federal, state, or local government. No payments in advance or in anticipation of goods or services to be provided under any resulting Contract will be made. Consultant will only be compensated for performance delivered and accepted by Transit.

3.2 SUBMITTAL INSTRUCTIONS

Proposer will submit their complete Proposal in the following manner:

- A. Proposal:** Proposer must complete and submit all sections of the Proposal Submittal Document, located in [Appendix B](#), as their Proposal. One (1) hard copy and one (1) electronic copy of the Proposer's complete Proposal must be received by Transit on or before the **Proposal Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.
1. *Hard Copy:* The hard copy Proposal is to be typed and submitted on 8.5" x 11" white paper in a bound format that allows the pages to lie fully flat when open.
 2. *Electronic Copy:* The electronic copy Proposal is to be submitted on a USB flash drive, labeled with the RFP number and Proposer's name. The preferred electronic formats are Microsoft Word 2000 (or more recent version) and PDF.
- B. Delivery of Proposal:** The Proposal must be mailed or hand delivered as follows:
1. Enclose the hard copy and electronic copy Proposal together in a single envelope or container and label as follows:
Intercity Transit
RFP 2208 – Transit Center Security Services
Attn: Katie Cunningham
526 Pattison Street SE
Olympia, WA 98501
 2. Ensure delivery to Transit at the address provided in Item B.1 above on or before the Proposal due date and time via one (1) of the following options:
 - a. Mailed in and received at Transit prior to the Proposal due date and time, OR
 - b. Hand-deliver, between the hours of 9:00 a.m. and 11:00 a.m. only, on the Proposal due date.
- C. Time of Receipt:** Time of receipt will be determined by the date and time the Proposal is received by Transit's staff. Proposer accepts all risks of late delivery regardless of fault or chosen method of delivery. The telephone number for shipping purposes is (360) 786-1881.

Proposals are to be submitted in the format described in this Solicitation. No oral, faxed, e-mailed, or telephone Proposals or modifications will be accepted or considered. All Proposals and any accompanying documentation become the property of Transit and will not be returned. **In the event of any discrepancies between the hard copy and electronic copy Proposal, the electronic copy will prevail.**

3.3 LATE PROPOSALS

Any Proposal received after the exact time specified for Proposal due date and time will not be accepted or receive consideration. The exact time is designated as the date and time displayed on Transit's administrative lobby receptionist clock.

3.4 PROPOSER RESPONSIVENESS

Proposer must respond to each question/requirement contained in this RFP. Failure to demonstrate to Transit that your firm meets RFP requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Proposer's compliance with Solicitation requirements, accept or reject any and all Proposals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Proposal.

SECTION 4 - EVALUATION AND AWARD

4.1 OVERVIEW

The responsive responsible Proposer whose Proposal is determined to best meet all RFP requirements and is the most advantageous to Transit, based on the evaluation factors described herein, will be declared the successful Proposer. All Proposals are subject to Transit's final approval as to whether they meet all RFP requirements.

4.2 EVALUATION CRITERIA

Scores for each Proposal will be assigned a relative importance for each scored section as follows:

PHASE 1 EVALUATION

Phase 1 Requirements	Max Points
Non-Cost Proposal:	240 points
Cost Proposal:	60 points
Total Possible Phase 1 Points:	300 points

PHASE 2 EVALUATION (OPTIONAL)

Phase 2 Requirements	Max Points
Interview:	100 points
Total Possible Phase 2 Points:	100 points

4.3 EVALUATION PROCESS

1. Initial Determination of Responsiveness (pass/fail)

Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in this RFP. Only responses that meet this requirement will move to the next evaluation step.

Transit reserves the right to determine, at its sole discretion, whether Proposer's Response meets the Responsiveness criteria as set forth within this document. If all responding Proposers are determined to be deemed Non-Responsive, Transit will cancel the Solicitation and reject all Proposals. Only Responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements in this Solicitation.

2. Phase 1 Evaluation – Non-Cost and Cost Elements (scored)

a. Non-Cost Proposal Evaluation:

Evaluators will score each element of the Non-Cost Proposal. The Procurement Coordinator will tabulate the evaluators' scoring. Transit will calculate a single score for each Non-Cost Proposal. There are a maximum of **240 points** available for the Non-Cost Proposal.

b. Cost Proposal Evaluation:

The Procurement Coordinator will calculate the Cost score using Proposer's Cost Proposal submittal. The total available points for the Cost Proposal section are **60 points**. Cost scores will be calculated by combining elements of the Cost Proposal to determine the overall cost to Transit. The Proposer's Cost Proposal will be scored in relation of the other Cost Proposals received, with the lowest Cost Proposal receiving the maximum available points.

c. Proposer Total Phase 1 Score:

Proposers' Total Phase 1 Scores will be calculated by summing Non-Cost and Cost Proposal points (maximum of **300 points**) to determine the Proposer's total Phase 1 Score.

3. Phase 2 Evaluation - Interview (scored) (Optional)

Transit reserves the right to schedule Interviews if determined to be in the best interest of Transit. In the event Interviews are required, Transit will contact the top-scoring Proposer(s) from Phase 1 to schedule an Interview date, time, and location. Phase 1 scoring will only be used to determine which Proposer(s) move to Phase 2. Phase 2 scoring will be used during the remainder of the RFP evaluation process to determine the Successful Proposer. There are a maximum of **100 points** available for the Interview. Commitments made by the Proposer during the Interview, if any, will be considered binding.

4. References (pass/fail)

Transit reserves the right to check references after Proposal submittal, to assist in determining the overall responsibility of the Proposer. References may be checked during Proposal evaluation determine the responsibility of Proposers. Transit reserves the right to reject any Proposal submittal if the Proposer receives unfavorable references and may use results as a factor in award. Transit reserves the right to seek and substitute other references to determine the sufficiency of the Proposer's level of responsibility.

5. Evidence of Qualification (pass/fail)

After Proposal submittal, Transit reserves the right to make reasonable inquiry and/or requests for additional information, to assist in determining the overall responsibility of any Proposer. Requests may include, but are not limited to, educational degrees, business licenses, financial statements, credit ratings, references, record of past performance, experience, available equipment, criminal background check, clarification of Proposer's offer, and on-site inspection of Proposer's or Proposer's Sub-consultant's facilities. Failure to respond to said request(s) may result in the Proposer being deemed non-responsive and thus disqualified. Transit reserves the right to reject any Proposal where, upon investigation of the available evidence or information, Transit is not satisfied that the Proposer is qualified to fulfill Contract requirements.

4.4 OVERVIEW OF THE AWARD PROCESS

The successful Proposer, if any, will be the responsive, responsible, qualified Proposer whose Proposal, in the sole opinion of Transit, best meets the requirements set forth in this RFP and is in the best interest of Transit. Transit may enter into Contract negotiations with the successful Proposer. All responsive Proposers responding to this solicitation will be notified when Transit has determined the successful Proposer.

If Transit and the successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and will proceed to negotiations with the next highest ranked Proposer. Transit will be required to make a recommendation of the successful Proposer to the Intercity Transit Authority (Authority). If the Authority concurs, a Contract will be awarded to the successful Proposer.

4.5 EXECUTION OF CONTRACT

The successful Proposer will execute the final Contract and return to Transit, together with the evidence of insurance, within ten (10) Business Days of its receipt. After execution by Transit, one (1) fully signed Contract will be returned to the Awarded Contractor.

4.6 POST AWARD MEETING

The Awarded Contractor may be required to attend a post award meeting scheduled by the Procurement Coordinator to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

APPENDIX A – SECURITY SERVICES SCOPE OF WORK

1. SCOPE OF WORK

Contractor will provide unarmed Security Services as follows:

Daily Security Services:

The Awarded Contractor will provide all necessary labor, supervision, materials, equipment and supplies to successfully perform daily unarmed Security Services at the following fully operational facilities:

1. **Pattison Street Facility:** 526 Pattison Street SE, Olympia, WA 98501
2. **Olympia Transit Center:** 222 State Avenue NE, Olympia, WA 98501
3. **Lacey Transit Center:** 610 Golf Club Place, Lacey, WA 98503

Transit requires security services every day, including all holidays.

Walking Patrol Services:

Transit operates bus service on most holidays, except for Thanksgiving Day, Christmas Day, and New Year's Day. The Awarded Contractor will only provide twice-daily walking patrols at the Lacey Transit Center on Thanksgiving Day, Christmas Day, and New Year's Day. Daily Security Services are not needed at the Lacey Transit Center on these holidays, but are needed at Transit's other locations.

In fulfillment of the Contract requirements, Contractor will employ industry best practices to minimize interruption and promote safe Transit operations to the extent practical. The required service days and hours for each location are provided in the Service Schedule.

2. SERVICE SCHEDULE

- A. The Awarded Contractor will provide Security Services in accordance with the Service Schedule included in [Appendix B](#).
- B. These are the anticipated hours of service required. Transit reserves the right to add, reduce, or otherwise modify the hours of Security Services provided at each location during the course of the Contract as conditions dictate. The service schedule designates service requirements for regular operating hours, operating holidays, and closed holidays. Transit further reserves the right to add or remove locations, or otherwise modify requirements, to meet the operational and strategic objectives of the agency.
- C. Transit reserves the right to request additional as-needed security services throughout the contract term to meet the needs of the agency. As-needed services are defined as being temporary or short in duration, and must be mutually agreed upon between the parties, in writing, prior to implementation. Any as-needed services will be included as a separate line item on the invoice.
- D. Transit is currently in the process of constructing a new Administration and Operations facility located at 510 Pattison Street SE and a new Fuel Wash Facility located at 2955 Martin Way E and reserves the right to incorporate Security Services at these new facilities and any other additional facility through mutual agreement with the Awarded Contractor throughout the course of the awarded Contract. In the event that services are no longer needed at a specific facility or portion thereof, Transit also reserves the right to reduce, remove, or otherwise modify services as needed.

3. GENERAL REQUIREMENTS

Contractor must meet the following requirements:

- A. Contractor must possess and maintain a private security company license as described in RCW 18.170.060 and comply with all requirements of RCW 18.170.
- B. All security guards must possess and maintain a private security guard license and comply with all requirements of RCW 18.170.
- C. Security guards must be in good general health without any condition that would interfere in the performance of normal duties. Duties may include:
 - Standing or walking for an entire shift
 - Climbing stairs or ladders
 - Lifting or carrying objects weighing up to 50 lbs.
- D. Security guards must be able to read, write, and converse proficiently in the English language at a minimum.
- E. Contractor will have a designated contract administrator who is familiar with requirements of the contract and can respond to questions and complaints within twenty-four (24) hours.
- F. Contractor must follow RCW 49.12 and WAC 296-126-092 regarding meal and rest periods. If a security guard cannot leave their duty station, breaks and meals must be paid time.
- G. All Contractor personnel who provide services on Transit property must be fully vaccinated against Covid-19. Contractor will ensure that personnel performing contract activities on-site at Transit comply with this requirement.

4. SECURITY RESPONSIBILITIES

Standard Security Guard expectations will include, but not be limited to, proactive intervention to prevent loss or damage to property, product, public or staff. In the performance of Security Services under the Contract, Security Guards will:

- A. Be responsible for protecting Transit property and discouraging illegal activities and vandalism in areas including, but not limited to, staff offices, lobbies, restrooms, transit islands, bus zones, buses, vehicles, staff vehicles, bike lockers, and general grounds areas.
- B. Monitor and discourage illegal activities on Transit property including, but not limited to, drug dealing, gang activities, unauthorized solicitation, vandalism, theft, and panhandling.
- C. Monitor and discourage camping or sleeping on Transit property.
- D. Monitor and discourage improper use of the bike lockers.
- E. Remain visible at all times and rove Transit property to assist customers and discourage disruptive behavior.
- F. Ensure that the Transit Center is never left without coverage including during security guard breaks and lunches.
- G. Prohibit loitering by asking persons on Transit property to leave the premises if they remain on the property beyond a reasonable length of time not related to Transit services.
- H. Enforce prohibition of tobacco use on Transit property, including the use of cigarettes, chewing tobacco, and electronic cigarettes.
- I. Enforce prohibition of fighting or unsafe conduct by asking persons engaged in this behavior to leave the premises.
- J. Enforce prohibition of loud or disruptive noise that may disturb Transit customers and is not tolerated. This includes, but is not limited to, foul language, abusive speech or loud music.

- K. Discourage use of the transit center parking and vehicle areas for use by non-Transit vehicles.
- L. When roving Transit property, pick up and dispose of small trash items if seen and alert Transit to possible bio-hazardous issues and block off area.
- M. Security guard will monitor Transit property and any specified leased property through driving and/or foot patrols to prevent vandalism and ensure that the property and its contents are secure.
- N. Enforce the Rider Rules as outlined in Transit's Transit Guide.
- O. Follow and adhere to the most current Post Orders for each location. (Post Orders will be finalized with the Awarded Contractor.)

5. VEHICLE USAGE (OPTIONAL)

- A. If mutually agreed to in writing by the parties, Contractor may allow use of a company branded vehicle for as-needed security officer use for completion of daily patrols between the Pattison Street Facility and off-site leased parking lot(s). Private, un-marked vehicles are prohibited for patrol activities. Transit will provide a space to park the vehicle at its Pattison Street Facility if needed.
- B. Contractor assumes liability for any injury to person or damage to property resulting from the use of its vehicle.

6. CUSTOMER SERVICE

- A. During the course of delivering services, security staff will come in contact with a wide variety of customers and members of the public. Contractor will ensure security guards are properly trained to interact with these individuals and to maintain a professional attitude and demeanor, and exhibit good customer service skills.
- B. Security Guards are to become familiar with Transit services, including scheduled arrivals and departures, from each respective location.
- C. Security Guards will handle and secure lost or abandoned items per the instructions of the Intercity Transit Operations Supervisor or Customer Service Representative.

7. PROFESSIONALISM

Security guards must maintain professional and courteous behavior, attitude and demeanor. Behavior including, but not limited to discrimination, harassment, inappropriate physical contact, unprofessional language, flirtatious behavior, and personal relationships with customers or Transit employees, will not be tolerated.

8. COMMUNICATION AND SUPPORT

Security activities are monitored and assisted by Intercity Transit Operations Supervisors. Security Guards will contact Transit's Operations Dispatch Office and the Customer Service Manager (at the Olympia Transit Center) to report activities and to ask for support. If law enforcement or emergency medical assistance is needed, Security Guards are authorized to contact local authorities for assistance prior to contacting Transit.

9. PROHIBITION/REGULATION OF WEAPONS

Security personnel will not possess, display, or use firearms, explosives, or weapons, including but not limited to night sticks, tasers, clubs, mace, or pepper spray while on Transit property or in Transit vehicles.

10. UNIFORM AND APPEARANCE

While on duty, Security Guards will comply daily with the following uniform and professional appearance standards:

- A. Personnel must be dressed in a complete uniform that includes all of the following:
 - A clean, pressed or wrinkle-free uniform company shirt with common company logo
 - An identification tag or badge showing the employee's name
 - Clean pants of a uniform dark color that coordinates with the uniform shirt (no jeans or shorts allowed)
 - A black or brown belt; correctly fitted at the waist
 - Close-toed shoes or dress boots that are black and in good repair
- B. All personnel must be neat in appearance and display proper personal hygiene.

11. LEVEL OF RESPONSE

- A. Contractor must comply with all applicable Federal, State, County, City and Local Laws, Regulations or Codes applicable to providing Security Services at Transit facilities.
- B. Security personnel may use reasonable measures, including use of force if warranted, to protect themselves and others, according to the situation.
- C. Security personnel will respond to situations which pose a threat of harm to others by taking into account the totality of the circumstances, consistently with customary standards in the field for unarmed, private security guards. Circumstances relevant to the level of response include, but are not limited to, the number and age of attackers or those posing the threat, their fitness, whether they are or may be armed, whether they appear under the influence of drugs or alcohol, the number, age and fitness of security personnel present, the presence of bystanders, and similar circumstances.
- D. Depending on the circumstances, the primary responses by security personnel to situations posing a threat of harm to others will be measures not involving the use of force, such as calling for assistance, using verbal commands and intimidation, and removing the victim or potential victim from harm's way.
- E. If warranted by the totality of the circumstances, consistently with customary standards in the field, security personnel may also attempt to block or stop attacks or similar situations posing a threat to others. Except as needed to protect themselves, security personnel will not use force reasonably calculated to cause physical harm to others. Security personnel are not expected to or required to take any actions which they believe will place them at risk of physical harm, given the circumstances.

12. TRAINING

- A. Contractor will ensure that all personnel providing services under the Contract are properly trained and competent to carry out the level of service required at Transit facilities in accordance with applicable laws, regulations and industry standards.
- B. All security guards must receive training that meets or exceeds the requirements for training under RCW 18.170.105, WAC 308-18-300, and WAC 308-18-305.
- C. Transit highly desires that all security personnel attend a training program substantially similar to the Community Transportation Association's (CTAA) [Passenger Service and Safety \(PASS\) Basic training program](#). Awarded Contractor will explain the nature and topics of training provided and provide evidence of training to Transit upon request.

13. BACKGROUND CHECKS

- A. Contractor will provide Transit with a copy of a Washington State Patrol (or other Transit-approved) background check for each employee providing Security Guard Services under the Contract, prior to the employee beginning work at any Transit facility.
- B. Transit will review all background checks received. Employees for whom Transit receives an unfavorable background check may not be allowed to conduct services on Transit property.
- D. Background checks must be updated and provided to Transit every twelve (12) months and may be required before any contract extensions will be considered.
- E. Employees for whom Transit has not received and approved a background check will not be allowed to conduct services on Transit property. Contractor assumes all responsibility for work not performed as a result of a background check not being provided to Transit.

14. WITNESS COMPENSATION

In the event security personnel are subpoenaed to appear as a witness to an event that occurred during the performance of services under the Contract, Contractor will compensate the employee for any lost wages incurred as a result of the subpoena. Transit will reimburse Contractor for these wages paid to the employee on a straight-time basis and as evidenced by the employee's payroll records.

15. PERFORMANCE





- A. Transit will monitor Contractor's performance under the contract, including but not limited to the quality or acceptability of materials used, the work performed, the manner of performance, and ability to meet the requirements of the Contract. Communications regarding performance will occur through Transit's Operations Fixed Route Manager, or designee.
- B. Transit is the sole judge as to the acceptability of each security person's performance. If Transit judges a security person's performance to be unacceptable, Transit reserves the right to require the Contractor to remove the security person from further duty at a Transit location, without cause and without the right of recovery of damages by such security person or by Contractor from Transit.
- C. If Transit requires removal of a security person from duty, Transit will attempt to provide the Contractor reasons for the removal. However, it is agreed that Transit is not required to provide such reasons and Contractor may not challenge such reasons.
- D. Contractor will promptly remove and replace individual Security personnel when requested to do so by Transit.
- E. Contractor performance may be considered when determining whether or not to extend the Contract.

16. RESOLVING PERFORMANCE ISSUES

In the event Transit finds Contractor's performance to be sub-standard or in non-performance, Transit reserves the right to:

- A. Notify Contractor of sub-standard or non-performance, and allow Contractor to correct such item(s) within a reasonable amount of time after notification, as determined by Transit's Contract Administrator.
- B. Repeated sub-standard or non-performance may result in the cancellation of the Contract in accordance with the Termination clause of the Contract.

APPENDIX B - PROPOSAL DOCUMENTS

<p>Proposal Submittal Document: Proposers must <u>complete and submit</u> the Proposal Submittal Document as their Proposal.</p>	 <p>2208 Submittal Document</p>
<p>Solicitation Standards: This document contains the Standard Definitions, Instructions to Proposers and Terms and Conditions. This document <u>does not</u> need to be submitted, however Proposers are instructed to be familiar with it as it governs this Solicitation and will be incorporated into the resulting Contract.</p>	 <p>2208 Solicitation Standards</p>
<p>Sample Contract Document: Transit expects the final Contract signed by the successful Proposer to be substantially the same as this Contract. This document <u>does not</u> need to be submitted; however, Proposers are instructed to be familiar with it.</p>	 <p>2208 Sample Contract</p>
<p>Service Schedule: This document details the specific schedule of Security Services that the Awarded Contractor will perform. This document <u>does not</u> need to be submitted; however, Proposers are instructed to be familiar with it as it will be incorporated into the resulting Contract.</p>	 <p>2208 Service Schedule</p>