

THE PENNSYLVANIA CONVENTION CENTER AUTHORITY
REQUEST FOR PROPOSALS
For
SECURITY SERVICES

At: THE PENNSYLVANIA CONVENTION CENTER
PHILADELPHIA, PENNSYLVANIA

Date: August 10, 2020

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

SECTION

- 1.0 GENERAL INFORMATION
- 2.0 PRE-SUBMISSION PROCEDURES AND REQUIREMENTS
- 3.0 SUBMITTAL PROCEDURES AND REQUIREMENTS
- 4.0 SCOPE OF SERVICES
- 5.0 MINIMUM CRITERIA FOR THE PROPOSER
- 6.0 PROPOSAL EVALUATION AND AWARD OF CONTRACTS
- 7.0 MISCELLANEOUS

Exhibit A - Security Staffing

Exhibit AA - PCCA's Diversity, Inclusion & Anti-Discrimination Policy

Exhibit BB- Solicitation for Participation

Exhibit CC- Best Faith and Good Efforts

Exhibit DD- Code of Conduct

Exhibit EE- Drug-Free Workplace Policy

Exhibits can be found under the Documents Library at the following URL listed in the solicitation

<https://cobblestone.paconvention.com/vendorgateway/SolicitationPublicSearch.aspx>

REQUEST FOR PROPOSALS

1.0 GENERAL INFORMATION

1.1 Introduction.

a. The Pennsylvania Convention Center Authority (“PCCA” or “the Authority”) is the entity responsible for the construction and operation of the Center. PCCA is a body corporate and politic, created and existing as an agency and public instrumentality of the Commonwealth of Pennsylvania. The Center consists of approximately 2.5 million square feet of exhibit, meeting room and support space.

b. Pursuant to a Management Agreement between the Authority and SMG (SMG) dated as of November 1, 2013, and amended and restated December 1, 2019, SMG is designated as the Manager of the Pennsylvania Convention Center and is authorized to execute agreements pursuant to its duties thereunder and to operate the facility know as the Pennsylvania Convention Center on behalf of the Pennsylvania Convention Center Authority.

c. The purpose of this Request for Proposal (“RFP”) including all exhibits, schedules, addenda, plans and specifications related hereto issued by the Pennsylvania Convention Center Authority (“PCCA”) and SMG, is to solicit *proposals* from qualified contractors to provide security services described in this RFP at the Pennsylvania Convention Center (“Center”) and the Headhouse area, located at 12th & Market Streets.

d. The successful Proposer must demonstrate its capability of adequately meeting the demands of PCCA/SMG with respect to the requirements of this RFP. PCCA/SMG seeks to select the entity, which shall provide the security services required herein pursuant to a services contract. The Proposer must be in a position to commence security services at the Center upon execution of a services contract. Proposals, including all documents and addenda, (hereinafter “Proposal” or Proposal Documents”) submitted by each Proposer, should be inclusive of all services and/or equipment required by PCCA/SMG, plus any additional related services

and/or equipment the Proposer believes are required to ensure efficient, flexible and cost effective delivery of services. The outline of services set forth in Section 4.0 hereof is an outline of the minimum services required by PCCA/SMG. Any change in the cost to PCCA/SMG by reason of any alternative or additional services must be separately identified to the extent feasible.

1.2 Schedule. The following is the anticipated schedule in connection with this RFP. This schedule may be altered at the discretion of the PCCA and SMG.

Anticipated Schedule

Element	Date
Outreach Meeting	Monday 8/17/2020 10am
Virtual Mandatory Pre-Proposal Conference	Monday 8/17/2020 11am
Site Tour (Will be Scheduled)	Monday 8/17/2020 11am
Question Cut Off Date	Monday 8/24//2020 12pm
Question Response Date	Monday 8/31/2020 1pm
Proposals Due	Wednesday 9/2/2020 12pm

2.0 PRE-SUBMISSION PROCEDURES AND REQUIREMENTS

2.1 Examination of Proposal Documents.

a. Upon receipt of the Proposal Documents, each Proposer shall examine same for missing or partially blank pages due to mechanical printing or collating errors. It shall be the Proposer's responsibility to identify and procure any missing pages from PCCA/SMG.

b. Each Proposer shall carefully review the Proposal Documents and thoroughly familiarize itself with the requirements prior to submitting a Proposal. Prospective Proposers are invited to submit written inquiries with respect to this RFP to Michael Taylor, Purchasing Manager, SMG 1101 Arch Street, Philadelphia, Pennsylvania 19107. Answers may be provided at the Pre-Proposal Conference. **No telephone inquiries will be accepted. All questions from Proposers must be submitted in writing to Michael Taylor, Purchasing Manager SMG**

2.2 Pre-Proposal Conference. A mandatory Pre-Proposal Conference will be held on Monday August 17, 2020 11:00 a.m. at the offices of the Pennsylvania Convention Center, One Convention Center Place, 1101 Arch Street, Philadelphia, Pennsylvania 19107-2299. After the Pre-Proposal Conference, a tour of the Convention Center will be conducted. **All Proposers must attend the Pre-Proposal Conference.**

2.3 Addenda. Changes, corrections or additions may be made in the Proposal Documents after they have been issued. In such case, a written addendum or addenda ("Addendum" or "Addenda") describing the change(s), correction(s) or addition(s) will be issued to each Proposer, which provides written notice to PCCA/SMG of its mailing address. Such Addendum or Addenda shall become part of the Proposal Documents. Each Proposer shall acknowledge receipt of all Addenda in its Proposal. No oral communications, rulings or interpretations will be held binding upon PCCA.

3.0 SUBMITTAL PROCEDURES AND REQUIREMENTS

3.1 Compliance with the RFP.

a. Each Proposer is required to submit a complete written Proposal and to attest to the accuracy and completeness of its Proposal. In all respects, the Proposers shall comply with the instructions and the stipulations of this RFP in the preparation and submission of Proposals. Proposals **must** be signed by a duly authorized person, partner or officer of the Proposer, as applicable, and evidence of such authorization must be included with the Proposal. The Proposer's legal name and form of entity must be fully stated.

b. Where permitted by this RFP, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFP.

c. Failure to comply with the requirements of this RFP may render the Proposal, at the sole discretion of PCCA or SMG, as unresponsive or otherwise unacceptable and may result in disqualification and the elimination of the Proposer from subsequent consideration.

3.2 Proposer Affiliations and Subcontractors.

a. Each Proposer must disclose in its Proposal any relationship between the Proposer and any entity that has a contractual relationship with PCCA and or SMG.

b. Any services proposed by the Proposer that will be performed in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors of the Proposer if permitted by PCCA and or SMG, must be specifically identified in the Proposal and the business relationship between the Proposer and such third parties must be explained in the Proposal. Nothing contained herein or in the Contract shall be construed to impose any obligation on the part of PCCA or SMG to any outside party, third-party contractor, affiliate, or subcontractor of the Proposer.

3.3 Proposals

a. Each Proposer is required to submit a complete written Proposal by the specified time herein. **Late Proposals will not be considered.**

b. In all respects, the Proposers shall comply with the instructions and the stipulations of this RFP in the preparation and submission of Proposals. Oral or telephone Proposals or unsolicited modifications to Proposals will not be considered.

c. **Proposals must be accompanied by a transmittal letter:**

1). The transmittal letter must be on an official business letterhead of the Proposer and signed by a duly authorized person, partner or officer of the Proposer, as applicable, and evidence of such authorization must be included with the Proposal. The Proposer's legal name and form of entity must be fully stated.

2). The transmittal letter must include at a minimum:

(i.) identification of the person who will serve as the primary contact for the Authority with respect to the Proposal, and shall include the person's title, address, telephone and fax numbers, and e-mail addresses;

(ii.) certification that the Proposer is not currently under suspension or disbarment by the Commonwealth of Pennsylvania or any other state or federal government; and

(iii.) acknowledgment of receipt by the Proposer of any RFP Addenda or Amendments as required by Section 2.3.

d. Proposals must be submitted in three (3) separate hard copies provided for in separate bound materials and 6 flash drives each with a full copy of submitted material.

3.4 Submission of Proposals; Deadline.

a. Each Proposer must submit three (3) copies of the complete Proposal package and 6 flash drives each with a full copy of submitted materials to the following address:

Michael Taylor
Purchasing Manager
SMG
Pennsylvania Convention Center
One Convention Center Place
1101 Arch Street
Philadelphia, Pennsylvania 19107

b. **Proposals must be received at the address in Section 3.4(a) above no later than 12:00 PM (Eastern time) on Wednesday, September 2, 2020. Proposers submitting Proposals should allow sufficient delivery time to ensure receipt of their Proposals by PCCA prior to the date and time fixed for the acceptance of the Proposals. Proposals received after this time will be rejected by the PCCA/SMG.**

c. Each Proposer shall identify its Proposal on the outside of the envelope by writing the words: **"Proposal For Security Services at the Pennsylvania Convention Center."**

d. Each complete Proposal must be separated into two parts, technical and cost/price, and sealed.

(i.) The technical portion of each Proposal must be properly identified inside and out with the words "Technical Portion – Proposal for Security Services at the Pennsylvania Convention Center." **No cost information may appear in this portion.**

(ii.) The cost/price portion of the Proposal must be properly identified inside and out with the words: "Cost/Price Analysis – Proposal for Security Services at the Pennsylvania Convention Center." The cost/price portion of the Proposal **must be sealed and separate from the technical portion of the Proposal.**

3.5 Term of Proposal. Proposals shall remain open for acceptance and be irrevocable for a period of one hundred eighty (180) calendar days after the deadline for submission of Proposals specified in Section 3.5 hereof.

3.6 Withdrawal of Proposals. Proposals may be withdrawn personally or on written or telegraphic request received from Proposers prior to the time fixed herein for submission

of Proposals. This will not preclude the submission of another Proposal by such Proposer prior to such deadline.

3.7 Business License. Proposers which are corporations, or that are individuals or firms doing business under fictitious names, must supply, in their Proposals, documented proof that they have registered with and obtained a certificate from the Secretary of the Commonwealth authorizing them to do business in this Commonwealth and confirming that they are in good standing. Proposers must also supply in the Proposals, documented proof that they have obtained from the City of Philadelphia the appropriate license(s) for conducting business in Philadelphia. If the foregoing proof is not available at the time of submission of the Proposals, the Proposer must, at a minimum, provide evidence that it has applied for such certificates and license(s) and, at the option of PCCA, and designated Proposed may be required to produce such certificates and licenses prior to execution of the Contract.

3.8 Ownership and Non-Confidentiality of Proposals. All Proposals submitted in response to this RFP will become the property of PCCA and will not be returned. The contents of all Proposals are a matter of public record.

3.9 Effect of Submission. Submission of a Proposal shall constitute agreement by the Proposer to all of the terms incorporated in the Proposal Documents. By submission of a Proposal, the Proposer is representing and warranting that (i) the information contained in its Proposal is complete and accurate and that such information shall continue to be complete and accurate at all times, and (ii) the delivery of the products and services specified in this RFP and the Proposal shall in no way obligate PCCA or SMG to pay any additional costs to the Proposer for the provision of such products and services, other than as included in the Contract executed by both parties.

4.0 SCOPE OF THE SERVICES

PCCA/SMG seeks security services for the purpose of securing and protecting the premises, personnel and public at the Center. The specifications for security services are set forth below.

4.1. General Requirements

The Contractor selected by the PCCA/SMG shall furnish all necessary labor, uniforms, badges, equipment, materials, and supervision to satisfactorily perform protection and patrol services. Specifically, the Contractor's Security personnel shall:

a. perform all necessary guard functions and such other related functions, excluding services to areas at the Center licensed to customers of the PCCA/SMG. Contractor shall be responsible for the general security of the Center, including personnel and vehicle entrances and exits, traffic and crowd control, dock post, freight elevator and roving patrols. Contractor will also supervise event-related security personnel.

b. perform all necessary services to insure the safety and protection of the building, personnel and property (materials, equipment and supplies) against injury, loss or damage from any preventable cause including but not limited to fire, theft, trespass, vandalism, and report such incidents to the Supervisor assigned to that particular shift.

c. not carry any types of weapons in connection with their duties at the Center.

d. be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action with respect to employees as may be necessary.

e. licensed under all applicable city, county or state codes.

f. notify the Public Safety Director or the appropriate agency in the event of emergency or unusual occurrence adversely affecting the interests of the PCCA, SMG its employees or the public.

g. turn off unnecessary lights, perform check safes, close windows, open, close and secure doors during the assigned shift. During the first shift, security guards will be responsible for opening and closing the doors.

h. be familiar with all areas of the facility and surrounding premises to insure quick response to emergency calls.

i. be familiar with operation of elevators and escalators transporting building occupants especially in cases of emergency.

j. be trained, at no cost to PCCA/SMG, in the various aspects of providing security services at the Center, including training in the hospitality industry, customer service, building layout, incident report writing, and PCCA/SMG safety and emergency

management programs. Each employee shall receive a minimum of 40 hours of job related training and the respondent shall provide an outline of the companies training program with its submission.

k. responsible for monitoring the entrance gate security booth located at the entrance to the loading docks and, if requested by the PCCA/SMG, at the entrance to the Marshaling Yard.

l. not be responsible for staffing the Control Room, which monitors smoke and fire alarm systems, mechanical and other systems; however, Contractor shall provide working supervisors who are trained in the operation of the Control Room and can provide backup services for SMG staff and relieve CST technicians for breaks.

m. perform such other assignments or responsibilities as appropriate for a security staff, under the supervision of the SMG Security Services Department.

n. All Contractors employees assigned to the Center shall have pre-employment investigations conducted prior to reporting for duty to determine character and reputation, suitability for employment, and that personal qualifications meet required employment standards. This investigation shall include an inquiry of local police records in the area of residence for the last five (5) years and an inquiry of former employers and references. This investigation is to be conducted by the Contractor without additional cost to the PCCA or SMG. Reports on Contractor=s employees assigned to the Center shall be available for review by the Public Safety Director or his Assistant. A summary of the results of the pre-employment investigation shall be furnished to the Public Safety Director.

o. provide appropriate and necessary management and supervision for all Proposer's employees assigned to the Center and will be responsible for instituting disciplinary action of employees who do not comply with the PCCA's rules and regulations.

4.2. Staffing

a. Contractor shall provide fully trained security personnel to meet the PCCA/SMG requirement of 24 hours-a-day, 7 days-a-week service for the Convention Center. Each shift shall have a designated shift supervisor who is responsible for providing supervision and direction to other shift security guards. The shift supervisor will report to the Public Safety Director or his Assistant. Contractor shall also provide, at no cost to PCCA or SMG, the services

of a full-time Account Manager, who will be provided office space at Center. Please see Exhibit A.

b. Depending on the event, additional security personnel may also be required at the request of PCCA or SMG.

c. All shift supervisors must be trained in CPR and the Automated External Defibrillator (AED). Training in the portable cardiac defibrillator will be provided by the PCCA/SMG.

4.3 Additional Requirements.

a. The following additional information will be evaluated and must be supplied by Proposers in a detailed and complete manner:

(i) Description of Proposer's capability to meet service demands of the Center as set forth in the General Requirements, section 4.1 of the RFP;

(ii) Description of customer service policy and procedures;

(iii) Evidence of adequate bonding of Proposers and its employees;

(iv) Training Programs for security guards; and

(v) Description of existing relationships, procedures used, and procedures recommended in relating to entities such as the local police department, fire department, emergency medical companies and the Center City District.

b. Personnel

(i) Description of employee work force including any labor agreements or arrangements covering employees who may be assigned to work at the Center. The work force description shall include job classifications, job descriptions, and staffing sources for full-time and part-time employees, recruitment and hiring procedures, criteria used to evaluate prospective and current employees, procedures utilized for background investigation of employees, qualifications of employees for various positions, details of experience and background of key personnel.

(ii) Statement of the attrition (i.e., turnover) rate in Proposers' work force over the past two (2) years.

c. Transition and Implementation Plan

(i) Proposers must provide a detailed plan regarding the transition/implementation phase of assuming the security services for the Center and describe the means and methods as to how they would go about transitioning into the Center assuming their company was selected as the successful contractor.

d. Examination of Conditions Affecting Work.

(i) Prior to submitting a Proposal, each Proposer must familiarize itself with all current working conditions, including but not limited to the labor environment and all applicable laws, codes, ordinances, rules and regulations that will affect the delivery of the services to be provided by the Proposer.

4.4 Cost Proposal. Proposers must describe the compensation elements detailed as follows:

a. Proposers must detail the proposed straight-time hourly labor rates by job classification chargeable to the Contractor, such as supervisor, security guard and any other positions applicable. The straight-time hourly labor rates must include and separately delineate the individual components of the rates: direct salary, payroll taxes and payroll insurance, union benefits, other benefits and any profits. The Cost Proposal must also provide a breakdown of each cost component of the administrative costs such as the costs of any incentive program and uniforms. Proposers that are required to provide or provides premium payments for overtime, holidays, sick or vacation leave, etc., must explain whether these payments are voluntary or required and must delineate the costs. The rates must be at least the prevailing wage rates for Philadelphia and vicinity as published by the Department of Labor and Industry of the Commonwealth of Pennsylvania.

b. Proposers are required to separate and identify all cost components, including but not limited to those outlined above. Any Proposal which does not completely itemize all cost components may be deemed non-responsive and may be excluded from further consideration.

c. PCCA is a tax-exempt entity not liable for sales tax. All price quotations for equipment and services provided by the Proposer to the PCCA must exclude sales tax charges. A tax-exempt certificate will be provided upon request.

4.5 Confidentiality. All data contained in the documents and/or files supplied by PCCA and SMG either during the RFP process or after the execution of the Contract to be awarded pursuant hereto are to be considered confidential and shall be solely for the use of the requesting Proposer. The Proposer will be required to use reasonable care to protect the confidentiality of any data.

4.6 Delivery Responsibilities. The designated Proposer will be required to assume sole responsibility for the delivery of services. The Proposer may not assign or subcontract any of its responsibilities under the Proposal or the Contract except to the extent specifically provided herein or in the Contract.

4.7 Interpretation. Should any question arise as to the proper interpretation of the terms and conditions of the Proposal Documents, the decision of PCCA and SMG shall be final.

4.8 Anti-Collusion. The Proposer, by signing its Proposal, does warrant and represent that its Proposal has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the Commonwealth of Pennsylvania, and that said laws have not been violated as they relate to the procurement or performance of the Contract to be awarded pursuant to the process described in this RFP by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any PCCA employee, officer, SMG employee or consultant.

5.0 MINIMUM CRITERIA FOR THE PROPOSER

5.1 Minimum Required Qualifications.

a. Financial Requirements.

(i) Proposer must possess minimum financial capability sufficient to carry out its duties to provide security services as set forth in Section 4.0. Proposer must also provide following:

(a.) Performance Bond. Proposer must demonstrate a current ability to bond the full cost of providing security services to the PCCA/SMG.

(b.) Financial Documentation. Each Proposer must supply in its Proposal documented proof of its financial condition and financial responsibility to provide the security services to the PCCA. This includes providing financial statements certified by a public accountant or annual reports covering the two (2) most recent fiscal years, or other such documents that will allow PCCA/SMG to assess the financial viability of the Proposer. PCCA/SMG, at its discretion, may request the Proposer to provide such additional financial information as PCCA or SMG, in its discretion, deems necessary to establish the financial responsibility of the Proposer.

b. **Other Requirements**

(i.) Proposer must provide and maintain during the term of any contract with the PCCA/SMG, appropriate insurance coverages in the limits required by the PCCA and in accordance with the law. The requisite insurance coverages include at a minimum, workers compensation insurance, general liability insurance, automobile liability insurance and excess liability insurance.

(ii.) Proposer must be legally licensed to operate under all applicable laws of the Commonwealth of Pennsylvania and the City of Philadelphia.

5.2 Technical Guidelines for Meeting Requirements of the Scope of Services

The following information is required to be supplied in a detailed and complete manner and be included on the technical portion of the Proposer's Proposal.

a. **Executive Summary/Narrative.** The Executive Summary/Narrative of the Proposal shall describe the Proposer's understanding of the Services; how the Proposer would approach the Services; the title and responsibilities of the individuals who would be assigned to perform the services; and the support available at the Proposers home office to assist in performing the services. The Executive Summary/Narrative shall also provide a description of the length of time it will take the Proposer, if selected, to mobilize after its selection.

b. **Organization Chart.** A complete organizational chart detailing all proposed management, administration, full-time and part-time positions that the Proposer proposes to devote to its obligations to the Project. Key personnel to be assigned to any contract with the Authority should be identified, if known. The chart should also include:

(i.) Names, titles, professional training, functional role, professional licenses and/or associations of the individuals in your organization and/or team that will be assigned to this project. Indicate, as appropriate, what portions of these individual's time will be dedicated to this project.

c. **Past Performance and Experience.** Each Proposer must provide the following in support of its past experiences:

(i.) Names, locations and description of at least three projects including private and public sector, in which Proposer has provided security services costing a total of at least two million dollars (\$2,000,000.00);

(ii.) A list of the total number of projects of a similar nature and scope within the last five (5) years in which the Proposer has provided security services, including the number of years the Proposer has provided these services; and

(iii.) The Proposer shall also provide a statement listing any claims in excess of Twenty-Five Thousand Dollars (\$25,000) made against the Proposer within the past two (2) years.

d. **References/Credentials.** Each Proposer shall provide PCCA/SMG with a minimum of three (3) written references from prior customers of the Proposer.

e. **Diversity, Inclusion & Anti-Discrimination Compliance.**

(i.) PCCA's Diversity, Inclusion and Anti-Discrimination Policy.

PCCA has instituted a diversity and inclusion policy to prevent discrimination against minorities and females in all PCCA/SMG subcontracting and employment opportunities and to ensure that minorities and females have an equal opportunity to participate in all contracts let for the operation, and maintenance of the Convention Center. A copy of PCCA's Diversity, Inclusion & Anti-Discrimination Plan is attached as Exhibit AA to this RFP.

(ii.) Diversity and Inclusion Action Implementation Plan. All Proposers are required to make their best efforts to achieve minority and female participation in subcontracting and employment opportunities at substantial and meaningful levels. Each Proposer must submit a diversity and inclusion implementation plan specific to the delivery of security services pursuant to this RFP. The successful Proposer's diversity and inclusion implementation plan as accepted by PCCA/SMG will become an enforceable provision of the Contract. If the Proposer fails to detail its best efforts as required under this Section, the Proposal may be deemed

non-responsive and may be rejected by PCCA/SMG. Please follow the directions in connection with completing the Diversity and Inclusion Implementation Plan:

a.) Proposers must provide a detailed Diversity and Inclusion Implementation Plan specific to this Security Services RFP. Proposers' Diversity and Inclusion Implementation Plans must include levels of minority and female-owned business participation in (i) subcontracting and (ii) workforce utilization. The Diversity and Inclusion Implementation Plan must briefly describe the specific task assigned to each minority and/or female-owned business listed on the Solicitation and Commitment Form, attached to this Addendum as Exhibit BB. Workforce utilization must indicate the employees who are minorities and/or females who will be assigned to this project and indicate their status by category (i.e. management, hourly, full- time, part- time etc.) Proposers' workforce utilization can be in a narrative format within the proposal.

If there are any special business arrangements i.e. teaming, joint-venture and/or in-association with relationships, then an explanation of that particular arrangement must be included with the Diversity and Inclusion Action Plan for PCCA/SMG's review and approval. The document must indicate all roles and responsibilities of all the participants to the business relationship.

b.) Solicitation & Commitment Form

Proposers must complete the Solicitation & Commitment Form. Please complete all areas that apply to the Proposer's submission. In the event that a firm(s) has more than one certification designation (Minority and Women Business Enterprise), one **must** be selected for purpose of measuring the levels of actual participation. In order to satisfactorily complete the Solicitation & Commitment Form, the following areas must be indicated; the type of work to be performed; date of solicitation or commitment; whether or not a commitment is made, ("yes" or "no"). If "yes", indicate

the amount in dollars and the percentage. If “no” commitment is made, please provide an explanation. Provide copies of all certifications of all firms listed on the Solicitation & Commitment Form.

c.) Best Efforts

Proposers must demonstrate, in writing, that it took reasonable steps to obtain representation of minority and female-owned businesses and/or vendors to assure equal opportunity, even if the efforts were ultimately unsuccessful.

Proposers must provide evidence (a written description with supporting documentation) to the PCCA/SMG that it utilized its best efforts to include minority and female-owned business participation in every phase of this RFP.

Evidence of “best efforts” are the following:

- 1) Providing copies of advertising in general media, trade association publications, and minority-focused media concerning subcontracting opportunities.
- 2) Participating in conferences and seminars specifically for the promotion of the affirmative action portion of the project.
- 3) The timely notification of minority and female-owned business enterprises and solicitation of their participation on this project.
- 4) Providing sufficient information about plans, specifications and requirements of the project to interested to minority and female-owned businesses.
- 5) Providing evidence of reasonable efforts to negotiate with minority and female-owned businesses to provide specific services and/or goods and supplies.

Proposers must comply with the aforementioned PCCA/SMG Diversity and Inclusion requirements in order for their Proposals to be considered and/or deemed accepted “best efforts.”

6.0 PROPOSAL EVALUATION AND AWARD OF CONTRACT

6.1 Evaluation Criteria.

a. The PCCA and SMG, *in their sole discretion*, will use a variety of criteria, including, without limitation, the following criteria, which are not necessarily listed in order of importance, to evaluate the Proposals received:

- i) General feasibility, effectiveness and clarity of the Proposal and its responsiveness to the RFP requirements.
- ii) Proposer's demonstrated experience in delivering the required services.
- iii) Proposer's organizational resources, depth of resources, and financial stability and capability.
- iv) Creative or innovative and cost effective approach to service delivery, pricing, and compensation.
- v) Initial pricing, pricing for each year of the term of the contract, and overall economic advantages.
- vi) Evidence of Proposer's service reliability, customer support, and on-time delivery of services.
- vii) Proposer's compliance with the PCCA's Diversity, Inclusion and Anti-Discrimination Policy.
- viii) Implementation capabilities.

b. The PCCA/SMG may, *in its sole discretion*, after full and careful consideration, accept the Proposal which best meets the PCCA/SMG's requirements. The

PCCA/SMG are not required to make its selection based solely upon the lowest proposed pricing schedule.

6.2 Evaluation Process. Upon receipt of the Proposals, PCCA/SMG may short-list the Proposers based on evaluation criteria including, but not limited to, that cited in Section 6.1 of this RFP. The PCCA/SMG reserves the right to then interview each of the short-listed Proposers and may require presentations to be made to PCCA/SMG by such Proposers. Upon completion of any such interviews, the Evaluation Committee will evaluate the Proposals in accordance with the Scope of Services set forth herein and the following criteria:

a. Evaluation of technical portion of the Proposal. The PCCA/SMG will evaluate whether the technical portion of the Proposal provides the details of the necessary technical and personnel support, and the manner in which it will fully implement and satisfy all requirements of the Project. The PCCA/SMG will also evaluate whether the Proposer's Diversity and Inclusion Action Plan achieves minority and female participation in subcontracting and employment opportunities at substantial and meaningful levels and whether Proposer's satisfactorily demonstrated their best efforts as described in the Diversity, Inclusion and Anti-Discrimination Policy.

b. Evaluation of cost/price portion of the Proposal. The cost/price portion of the Proposal will be evaluated separately. It will be utilized to evaluate the Proposer's understanding of the requirements of the RFP and to determine the most probable cost to the Authority. The cost/price portion will be evaluated for reasonableness and completeness. The Proposers' proposed total estimated cost/price shall not be controlling in the selection of the Proposer with which the PCCA/SMG will negotiate a contract for security services. The PCCA/SMG will evaluate the reasonableness of each Proposer's cost/price Proposal, determine whether the proposed cost/price is consistent with the proposed technical approach and indicates a clear understanding of a sound approach to satisfying the requirements in the scope of services set forth in Section.

6.3 Rights and Options of PCCA/SMG. PCCA/SMG reserves and may exercise one or more of the following rights and options with respect to this RFP:

a. To reject any and all Proposals.

- b. To elect to award certain parts of the Scope of Services, to separate proposers or to award the entire Scope of Services to one proposer as the PCCA/SMG deems necessary.
- c. **To use criteria other than price in determining the Proposer(s) with which it will contract.**
- d. To supplement, amend or otherwise modify this RFP.
- e. To cancel this RFP with or without the substitution of another RFP.
- f. To issue additional or subsequent solicitations for Proposals.
- g. To conduct investigations with respect to the qualifications of any Proposer.
- h. To change any time for performance set forth in this RFP.
- i. To waive any non-compliance of any Proposal with the requirements of this RFP.
- j. To permit any Proposer to supplement, amend or otherwise modify its Proposal.
- k. To supplement, amend or otherwise modify the terms of any proposed form of Contract which may be submitted by PCCA/SMG to any Proposer.
- l. To negotiate with one or more than one Proposer.

6.4 Request for Additional Information. Proposers shall furnish such additional information as PCCA/SMG may request in connection with its evaluation of the Proposals.

6.5 Acceptance or Rejection of Proposals.

a. The PCCA/SMG reserves the right to reject any or all Proposals and to seek additional Proposals, if such action is in the best interest of PCCA/SMG. PCCA/SMG reserves the right to waive any informalities and technicalities in the Proposal process.

b. If for any reason whatsoever, PCCA/SMG rejects a Proposal, the Proposer agrees that it will not seek to recover lost profits on work not performed nor will it seek to recover its Proposal preparation costs. By submitting its Proposal, the Proposer expressly states that it intends to be legally bound and accepts the limitation of remedies set forth in this Section.

6.6 Contract Award.

a. After PCCA/SMG has selected a Proposer as a result of the aforesaid evaluation process, the successful Proposer shall be required to execute a Contract with the PCCA/SMG. PCCA/SMG reserves the right to modify, amend and supplement any proposed form of Contract submitted by PCCA/SMG to any Proposer, in any manner it deems appropriate. The terms of the Proposal of the designated Proposer, to the extent accepted by PCCA/SMG, shall be incorporated into the Contract. PCCA/SMG reserves the right to revoke the designation of a Proposer as the designated Proposer at any time prior to execution of the Contract by the Proposer and PCCA/SMG and in the form approved by PCCA/SMG.

b. The contents of the Proposal of the selected Proposer and the RFP will become contractual obligations upon execution of a contract between the Proposer and the PCCA/SMG; provided however, that the terms of any such contract shall supersede the provisions of the Proposal and the RFP to the extent the terms of the contract are inconsistent with the terms of the Proposal or RFP. In the event that either the designated Proposer does not execute the Contract as herein required or PCCA/SMG has revoked the designation of a particular Proposer as the designated Proposer, the PCCA/SMG, in its sole discretion, may enter into negotiations with one or more of the other Proposers or PCCA/SMG may solicit new Proposals.

c. At or prior to delivery of the signed Contract, the designated Proposer shall deliver to PCCA/SMG the policies of insurance or insurance certificates as required by the Contract. All policies or certificates of insurance must be approved by PCCA/SMG before the designated Proposer may proceed with the delivery of the contracted services.

7.0 MISCELLANEOUS

7.1 Penalty for Non-Compliance. Proposals received after submission deadline will be disqualified. Failure to comply with the requirements of this RFP may render the Proposal, at the sole discretion of PCCA/SMG, as unresponsive or otherwise unacceptable and may result in disqualification and the elimination of the Proposer from subsequent consideration.

7.2 Handling of Proposals. All Proposals submitted in response to the RFP will become the property of the PCCA/SMG and will not be returned.

7.3 Cost Liability. The PCCA/SMG shall not, in any way, be responsible for any costs incurred by any Proposer in preparing, reproducing, distributing and presenting its Proposal.

7.4 Additional Clarification of Proposals. The PCCA/SMG may ask a Proposer to clarify in writing the technical or cost/price portions of the Proposer's Proposal at any time prior to the execution of a contract between a Proposer and the PCCA/SMG. Where permitted by this RFP, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFP.

7.5 Disclosure of Relationships.

a. Each Proposer must disclose in its Proposal any relationship between the Proposer and any entity that has a contractual relationship with PCCA or SMG.

b. Any services proposed by the Proposer that will be performed in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors of the Proposer if permitted by PCCA, must be specifically identified in the Proposal and the business relationship between the Proposer and such third parties must be explained in the Proposal. Nothing contained herein or in the Contract shall be construed to impose any obligation on the part of PCCA/SMG to any outside party, third-party contractor, affiliate, or subcontractor of the Proposer.

7.6 Compliance with Laws, Rules, Etc. The Proposers shall comply with all federal, state, and local statutes, laws, rules, regulations, and ordinances.

7.7 Taxes.

a. PCCA is a tax-exempt entity not liable for sales tax. All price quotations for goods and services provided by the Proposer to PCCA must therefore exclude sales tax charges. A tax-exempt certificate will be provided upon request.

b. The designated Proposer shall be responsible for all taxes related to the provision of goods and services pursuant to the Contract and shall apply to the respective taxing authorities for all applicable account numbers and file appropriate tax returns as required by law.

EXHIBIT A

SECURITY STAFFING

GENERAL SECURITY OFFICER

The general security officers will provide security and protection for the premises, property, personnel and public at the Convention Center. They will perform all required guard functions and related services. They will be responsible for the general security of the Convention Center and the Headhouse area, located at 12th and Market Streets. They will provide security for personnel and vehicular entrances and exits, dock areas, freight elevators, traffic and crowd control. They will conduct patrols and provide security coverage in order to maintain access control and respond to alarm conditions.

A contract security guard force will provide the general security officer personnel.

The post base hours of coverage for these officers will be:

SECURITY STAFFING

A2 -Security Manager	5 Days / 8 Hours	(2pm x 10pm)
A3 -Security Manager	5 Days / 8 Hours	(6am x 2pm)
B1 -Shift Supervisor	7 Days / 24 Hours	
B2- Shift Supervisor	7 Days / 24 Hours	
B3- Shift Supervisor (Expansion)	7 Days / 24 Hours	
Marriott Gate	7 Days/ 24 Hours	
37 East	7 Days / 24 Hours	
Broad Street Atrium	7 Days / 24 Hours	
Head House Desk	7 Days / 24 Hours	
Rove (Patrol/Relief)	7 Days / 24 Hours	
Rove Expansion (Patrol/ Relief)	7 Days / 24 Hours	
Expansion Patrol	7 Days / 16 Hours	(8am x 12am)
37 West	5 Days / 11 Hours	
House Dock	7 Days / 16 Hours	(6am x 10pm)
F Dock	5 Days / 6 Hours	
Vine Street Ramp	5 Days / 10 Hours	
Head House Rove	7 Days / 16 Hours	(8am x 12am)
Head House Dock	6 Days / 8 Hours	(7am x 3pm)

These posts will be staffed for additional hours based upon the schedule of events. Normally a post that provides access to an event will be covered for two hours prior to the scheduled start of

the event and one hour after the event has concluded. These hours may need to be extended for larger shows. These post position may be modified at any time.

We also have an account manager for this site which is paid for by the Security Company.

