

REQUEST FOR PROPOSALS SPECIAL EVENT SECURITY SERVICES MARCH 25, 2019

Organization Description

The Delaware River Waterfront Corporation (DRWC) is a 501(c)3 nonprofit corporation organized exclusively for the benefit of the City of Philadelphia and its citizens. DRWC acts as the steward of the Delaware River waterfront to provide a benefit to all of the citizens and visitors of the City.

The fundamental purpose of DRWC is to design, develop and manage the central Delaware River waterfront in Philadelphia between Oregon and Allegheny Avenues. DRWC intends to transform the central Delaware River waterfront into a vibrant destination for recreational, cultural, and commercial activities for the residents and visitors of Philadelphia. DRWC will serve as a catalyst for high quality investment in public parks, trails, maritime, residential, retail, hotel and other improvements that create a vibrant amenity, extending Philadelphia to the river's edge.

DRWC is open, transparent and accountable in connection with its operations and activities with respect to the waterfront. Through the judicious use of financing, land acquisition and development capabilities, the Corporation will work cooperatively with city, state and federal agencies to ensure the realization of the City's vision for the central Delaware River.

Project Description

DRWC is seeking contracted special event security services primarily for our summer and winter season of events, May 2019 – October 2019 and November 2019 – March 2020.

DRWC produces and facilitates approximately 50 (fifty) events that are primarily free and open to the general public. The events encompass festivals, concert events, fireworks, ship visits, facility rentals and mobile tours at the Great Plaza at Penn's Landing (Columbus Blvd. at Market Street), Race Street Pier, Cherry St. Pier (Columbus Blvd at Race St.), Spruce Street Harbor Park (Columbus Blvd at Spruce St.), and other properties owned or operated by the Delaware River Waterfront Corporation.

We are currently anticipating approximately **3200** contracted special event security hours for the upcoming summer season. We are seeking to secure one (one) contracted hourly rate for all events, whether the Delaware River Waterfront Corporation or an external event party produces the event.

Delaware River Waterfront Corporation takes pride in providing a safe environment for its visitors and employees and expects the contracted security officers to demonstrate this same level of pride and professionalism in the services they will provide.

Company Specification

The Security Company must be fully licensed with the State of Pennsylvania and the City of Philadelphia.

The Security Company shall provide adequate personnel, trained in proper security procedures and techniques to properly and satisfactorily secure the facilities during the times indicated.

The Security Company must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the Contract Administrator shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

- Read, write, speak and understand the English language with proficiency.
 Bilingual staff encouraged.
- Possess the necessary public relations skills to deal with employees and visitors in a professional, courteous, businesslike manner.
- Understand written and oral rules and regulations and apply them in a tactful manner.
- Maintain poise, self-control, tact, diplomacy and mature judgment under stress.

The Security Company must carry a minimum of 1 (one) million dollars of liability insurance and must list Delaware River Waterfront Corporation and other agencies as specified by Delaware River Waterfront Corporation as co-insurers. A certified copy of the insurance certificate must be submitted with the bid.

Staff Performance and Supervision

All security personnel assigned to Delaware River Waterfront Corporation must be able to interact with the public in a professional and courteous manner at all times.

- All security personnel assigned to Delaware River Waterfront Corporation must have clean and distinctive uniforms to clearly identify them as security personnel. All personnel must carry and / or display identification cards to be worn on site at all times.
- Communications need to be handled via suitable two-way communication devices that
 provide suitable coverage throughout the site. It is the Security Company's
 responsibility to supply all personnel with their own communications devices. The
 Security Company must supply to the Delaware River Waterfront Corporation additional

two-way communication devices to allow DRWC Security Managers to monitor and remain in constant communication with contracted security supervisors. DRWC utilizes the Motorola CP200d as its method of communication.

The Company shall be responsible for all coordination and supervision of personnel associated with the security services at the Delaware River Waterfront Corporation facilities. These activities include, but may not be limited to, the following:

- Recruit, screen, background check and train personnel.
- Train employees in Delaware River Waterfront Corporation's security protocols and procedures including confrontation avoidance and ensuring employees abide by said procedures. Delaware River Waterfront Corporation's security staff will be available to assist in this training.
- Cooperate with Delaware River Waterfront Corporation's official investigation of suspected criminal activity.
- Provide a Project Manager who shall be responsible for the performance of the contract and remain the Company's primary point of contact for the duration of the contract. The Project Manager shall establish a routine for communications with Delaware River Waterfront Corporation's Contract Administrator to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Contract Administrator. The Project Manager shall contact the Contract Administrator to review overall performance, receive special instructions or discuss other pertinent items regarding the contract and the Company's performance.
- Provide adequate field supervision to ensure security personnel arrive at assigned post on time, perform assigned duties throughout their shift, and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal.
- Evaluating staff performance.

Security Policy and Procedure

Delaware River Waterfront Corporation will provide a list of additional security requirements at least 48 (forty-eight) hours in advance of a scheduled event.

Copies of all incident reports must be submitted to the Delaware River Waterfront Corporation Security Manager prior to security personnel being released from their work shift.

Security personnel may not leave the site without being released by a Delaware River Waterfront Security Manager.

Bid / Estimate

The bid should include an itemized price breakdown of services available through your company. Please include in the bid proposal your billing policy.

The rates submitted in bid must be extended for all events at all DRWC managed venues whether they are produced by DRWC or an outside event producer.

The bid should stipulate if cost estimate can be guaranteed for the engagement period of Summer 2019 (on or about May 1, 2019) through October 31, 2019, with an option to extend to 2020.

All bidders are required to include in their bids the following:

- Number of years in the Special Event Security Service industry
- Largest Contract/ Project to Date (in scope and duration)
- Number of Employees (full and part-Time)
- Insurance Certification (Note: Delaware River Waterfront Corporation requires an Insurance Policy that covers no less than \$1,000,000.00 per incident.)
- Six (6) professional references
 - 1. Three (3) general business references
 - 2. Three (3) special event references
- Profile Summary of Company and Executive Team
- Employee Training Program Description
- Uniform Policies/ Criteria
- Hiring Policies
- Rate Structure
- Minority Women Enterprise / Minority Business Enterprise Participation

Timeline

Request released on March 25, 2019
Proposals / Estimates due on or before April 15, 2019
Company Selected on or before April 25, 2019
Start date of contracted services will be on or about May 1, 2019

Questions

Please submit questions regarding this proposal via email to: info@drwc.org

Phone calls will not be accepted.

Proposals should be submitted via email (PDF format) and hard copy to:

Security Selection Committee
Delaware River Waterfront Corporation
121 North Columbus Boulevard
Philadelphia, PA 19106-1403
info@drwc.org

Reservations

The DRWC reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP/RFB:

- (a) To reject any proposals if, in the DRWC's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP/RFB, the respondent does not meet the qualifications set forth in the RFP/RFB, or it is otherwise in the DRWC's best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP/RFB at any time prior to selection of one or more respondents for negotiation and to cancel this RFP/RFB with or without issuing another RFP/RFB;
- (c) To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the DRWC's best interest to do so;
- (d) To reject the proposal of any respondent that, in the DRWC's sole judgment, has been delinquent or unfaithful in the performance of any contract with the DRWC or with others, is financially or technically incapable or is otherwise not a responsible respondent;
- (e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP/RFB any proposal which, in the DRWC's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the DRWC, deviates from this RFP/RFB and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for by this RFP/RFB;
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP/RFB and its requirements that is not, in the DRWC's sole judgment, material to the proposal;
- (g) To permit or reject at the DRWC's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submission;
- (h) To request that some or all of the respondents modify proposals based upon the DRWC's review and evaluation;
- To request additional or clarifying information or more detailed information from any respondent at any time, before or after proposal submission, including information inadvertently omitted by the respondent;
- (j) To inspect and otherwise investigate projects performed by the respondent, whether or not referenced in the proposal, with or without the consent of or notice to the respondent;
- (k) To conduct such investigations with respect to the financial, technical, and other qualifications of each respondent as the DRWC, in its sole discretion, deems necessary or appropriate; and
- (I) To waive and/or amend any of the factors identified in the RFP/RFB as pertaining to the respondent's qualifications.

Proposal Evaluation

Proposals the DRWC determines, in its sole discretion, are responsive to the RFP/RFB will be reviewed by a selection committee designated by the DRWC. The DRWC, in its sole discretion, may require any respondent to make one or more presentations of its proposal to the selection committee, in DRWC offices, at no cost to the DRWC, addressing its ability to satisfy the requirements of this RFP/RFB. The DRWC shall not be required, however, to permit any respondent to make such a demonstration.

Cost to the DRWC is a material factor, but not the sole or necessarily the determining factor in proposal evaluation. The DRWC may, in its sole discretion, award a contract resulting from this RFP/RFB to a person or entity other than the responsible and qualified respondent submitting the lowest price. The contract will be awarded to the respondent whose proposal the DRWC determines, in its sole discretion, is the most advantageous to the DRWC and in the DRWC's best interest.

The DRWC, in its sole discretion, may, but shall not be required to, reject without further consideration the proposal of any respondent that has not demonstrated, in the DRWC's sole judgment, that it satisfies the qualifications criteria provided in the RFP/RFB. The DRWC reserves the right, in its sole discretion and without notice to respondents, to modify this evaluation procedure as it may deem to be in the DRWC's interest.

Evaluation factors to be considered by the DRWC include, but are not limited to, the following (no particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list):

- (a) Project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope and statement of work and implementation plan;
- (b) The respondent's financial and technical qualifications to perform the work required by the RFP/RFB, as presented in its proposal and determined by any other investigations conducted or information obtained by the DRWC;
- (c) References provided by the respondent, particularly from projects of similar complexity and scope;
- (d) Commitment and ability to complete the project within the time frame specified in the Proposal;
- (e) Superior ability or capacity to meet particular requirements of contract and needs of the DRWC and those it serves
- (f) Superior prior experience of Applicant and staff
- (g) Superior quality, efficiency and fitness of proposed solution for the DRWC
- (h) Superior skill and reputation, including timeliness and demonstrable results
- (i) Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served

- (j) Administrative and operational efficiency, requiring less DRWC oversight and administration
- (k) Anticipated long-term effectiveness
- (I) Meets qualification/prequalification requirements as set forth in this RFP/RFB
- (m) Inclusion of M/W/DSBE participation as prime contractors, subcontractors, joint venture partners and employees in respondent's proposal;
- (n) Any other factors the DRWC considers relevant to the evaluation of the proposal.

Contract Negotiation and Award

The DRWC reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP/RFB:

The DRWC reserves the right to enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, and/or any other term of their proposals, and such other contractual terms as the DRWC may require, at any time prior to execution of a final contract. The DRWC may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents seriatim. Negotiations with respondents may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP/RFB and the submitted proposals. In such event, the DRWC shall not be obligated to inform other respondents of the changes, or to permit them to revise their proposals in light thereof, unless the DRWC, in its sole discretion, determines that doing so is in the DRWC's best interest.

In the event negotiations with any respondent(s) are not satisfactory to the DRWC, the DRWC reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; to enter into negotiations with firms that did not respond to this RFP/RFB and/or to solicit new proposals from firms that did not respond to this RFP/RFB, including but not limited to negotiations or proposals for components of the System, if any, that are deleted by the DRWC from the successful proposal or the contract resulting from it. The DRWC reserves the right not to enter into any contract with any respondent, with or without re-issue of the RFP/RFB, if the DRWC determines that such is in the DRWC's best interest.

Appendix A

Confidentiality and Public Disclosure

The successful applicant shall treat all information obtained from DRWC which is not generally available to the public as confidential and proprietary to DRWC. The successful applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful applicant agrees to indemnify and hold harmless DRWC, their officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful applicant or any person acquiring such information, directly or indirectly, from the successful applicant or through this RFP/RFB process.

By submission of a proposal, applicants acknowledge and agree that DRWC is subject to state and local disclosure laws and, as such, are legally obligated to disclose public documents, including proposals, to the extent required hereunder. Without limiting the foregoing sentence, DRWC's legal obligations shall not be limited or expanded in any way by an applicant's assertion of confidentiality and/or proprietary data.

Prime Provider/Contractor Responsibility

The selected applicant will be required to assume responsibility for all services described in their proposals whether or not they provide the services directly. DRWC will consider the selected applicant as the sole point of contact with regard to contractual matters.

Disclosure of Proposal Contents

Subject to the public disclosure requirements stated above, cost and price information provided in proposals will be held in confidence and will not be revealed or discussed with competitors. All material submitted as part of the RFP/RFB process becomes the property of DRWC and will only be returned at DRWC's option. Proposals submitted to DRWC may be reviewed and evaluated by any person other than competing vendors. DRWC retains the right to use any/all ideas presented in any reply to this RFP/RFB. Selection or rejection of a proposal does not affect this right.

Non-Discrimination

The successful vendor, as a condition of accepting and executing a contract with DRWC through this RFP/RFB, agree to comply with all relevant sections of the Civil Rights Act of 1964, the Pennsylvania Human Relations Act, Section 504 of the Federal Rehabilitation Act of 1973, and the Americans with Disabilities Act, hereby assuring that:

The provider agency does not and will not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, handicap or disability in providing services, programs or employment or in its relationship with other provider contractors.

Miscellaneous

DRWC reaffirm their right to make any selection it deems prudent, and responding firms or individual participants acknowledge through their participation that such selection is not subject to protest or contest.

The successful applicant selected will perform a variety of duties as agreed upon in the final negotiated contract. The selected applicant and DRWC will finalize the contract terms and conditions. If DRWC and the selected applicant are unable to agree on terms and conditions, DRWC may exercise its right to negotiate with other eligible vendors.