



**Request for Proposals**

**For**

**Security Guard Services**



**Request For Proposals  
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## Section 1: General Information

### **Request For Proposals (RFP) – Security Guard Services RFP**

THE ABOVE DESCRIPTION MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE. **THIS IS NOT AN ORDER.**

|   |   |
|---|---|
| PROPOSALS MUST BE <u>RECEIVED</u> NO LATER THAN:<br><b>Friday, April 23, 2021, at 5:00 pm (MST)</b>   | RFP INITIATIVE:<br><b>Security Guard Services RFP</b> |
| <ul style="list-style-type: none"><li><b>All suppliers must respond in detail to each element of this RFP in order to be considered for contract award.</b></li><li><b>All proposals must be emailed to contact person at the address below.</b></li><li><b>No hand-delivered proposals will be accepted in order to prohibit the transmission of COVID-19.</b></li><li><b>If pricing has been requested, it must be emailed under separate cover and “Security Guard Services RFP Confidential Pricing” as the subject line.</b></li></ul> |   |
| SEND ALL CORRESPONDENCE TO THE CONTACT BELOW:   |   |
| <b>City of Billings</b><br><b>510 North Broadway</b><br><b>Billings, MT 59101</b>   | <b>Or</b>   |
| <p><b>Jamie Bratlie</b><br/>Library and Facility Coordinator<br/><a href="mailto:bratliej@billingsmt.gov">bratliej@billingsmt.gov</a></p>   |   |



## **Section 2: Objectives**

### Introduction and Objectives

This RFP is issued by City of Billings (City) for the purpose of obtaining information and pricing for Library Security Guard Services. It is the intent of the City to review and assess the RFP responses to determine which proposal best meets the needs of the City.

Suppliers are expected to provide their best and most competitive proposal.

**Attachment F, the Intent to Respond form, must be completed and emailed at least two (2) days prior to the advertised RFP due date.**

## **Section 3: Information for Suppliers**

### Disclaimer

This RFP does not form or constitute a contractual document. The City shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

### Instructions to Proposers

#### EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

#### PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected.



### WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal by written request at any time prior to the due date set for receiving proposals.

### QUOTE VALID

The proposer must honor their quote for a period of ninety (90) days after the RFP due date.

### CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

### INSURANCE REQUIREMENTS

**The proposer certifies that it/they can comply with the City insurance requirements of :**

1. **Workers' compensation and employer's liability coverage as required by Montana law.**
2. **Commercial general liability, including contractual and personal injury coverage's - - \$750,000 per claim and \$1,500,000 per occurrence.**
3. **Automobile liability -- \$1,500,000 per accident.**

**Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the City prior to cancellation.**

**The City shall be listed as an additional insured on all policies except Worker's Compensation Policies.**

**Proposer shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Proposer shall maintain workers' compensation insurance coverage for all members and employees of Proposer's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.**

The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment.

### DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public



record after award of the Contract. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

The Proposer understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Proposer's performance.

### QUESTIONS

Questions regarding the Request for Proposals contents must be sent to the contact person listed in Section 1 no later than 2 business days prior to due date for proposals. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment F).

Supplier must submit their questions via email using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).

### RFP Response Submission

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete.

**All proposals must be emailed to contact person listed in Section 1.**

**No hand-delivered proposals will be accepted in order to prohibit the transmission of COVID-19.**

**If pricing has been requested, it must be in a separate sealed envelope or emailed under separate cover and "Security Guard Services RFP Confidential Pricing" as the subject line.**

| <u>RFP Process Timeline</u>                  | <u>Dates</u> |
|--|--------------|
| RFP/legal ad done:                           | March 26     |
| Advertise:                                   | April 2 & 9  |
| Preliminary Council memo due:                | April 22     |
| Proposals must be <u>received</u> by 5:00PM: | April 23     |
| Evaluate and choose:                         | April 26-28  |
| Finalized Council memo and contract due:     | April 29     |
| Council meeting:                             | May 10       |

### Section 4: RFP Evaluation and Selection Processes



### Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

### Phase II Evaluation

The evaluation of supplier's proposals may include, but is not limited to, the following criteria:

- Experience of Supplier with goods/services required by the City
- Capacity to assume new business
- Perceived ability to meet the City requirements
- Total Cost Competitiveness
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Company's financial stability
- Ongoing support
- Reporting capability
- Quality Control Process
- Process Improvements
- Training
- Compliance with the City Terms and Conditions
- Price

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

## **Section 5: Scope of Work**

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

### Summary

The Billings Public Library is requesting proposals from qualified firms for providing security at the Library Facility, currently located at 510 North Broadway, Billings, Montana, or successor address for one (1) year with five (5) one year options to renew by mutual written agreement.

The services would normally be provided during the following hours:

|                 |                       |
|-----------------|-----------------------|
| Monday-Thursday | 8:30 a.m. - 8:30 p.m. |
| Friday          | 8:30 a.m. - 6:30 p.m. |
| Saturday        | 8:30 a.m. - 5:30 p.m. |



The Library is closed on City legal holidays and on Sundays. Security coverage on this schedule will not be required on these days. Security coverage will be extended at times to cover additional hours for programs occurring outside normal library hours.

Security coverage will include, but not be limited to, patrol of the grounds and parking lots, the perimeter of the Library facility, and all publicly accessible areas of the facility while open, and other security duties as required by the Library Director.

Patrol duties will include, but not be limited to, observing and intervening to address criminal activities and violations of the Library's policies and guidelines for conduct, checking all doors and elevators for appropriate lock status; and other activities to enhance the safety and security of Library facility. Security will be required to escort Staff to the parking lot at close and remain on the lot until all staff have left the premise.

In addition, the firm will make provisions in a manner approved by the Library for radio or cellular telephone contact with Library staff. Security agents will be required to respond immediately upon contact by staff through this or other means.

Security agents will maintain regular communication with Library managers and/or designated staff, including submission of detailed daily reports.

The proposal should address use of criminal trespass warning, including forms; other enforcement issues; and issues of coordination with the Billings Police Department. Be aware of any tier/level 3 sex offenders on the property for the benefit of the Library and Library patrons.

The proposal may include other observations and recommendations for enhancing the safety and security of the Library facility.

Although no regular comprehensive coverage of facility is desired beyond the hours noted above, proposals should include random checks of the exterior and grounds of the facility from three (3) to six (6) times per evening including days when the Library is closed.

The proposal should include an hourly/per officer base price for the normal schedule as outlined above. The proposal should also include a per hour charge for any additional hours of security required.

An employee of the Firm may not use his official position, including information learned by virtue of his position, for his personal benefit during the time spent performing services for the Library.



## ATTACHMENT A

### VALIDATION QUESTIONS FOR SUPPLIER

#### GENERAL INFORMATION

- 1) Company Name  
Address:  
Contact Name:  
Contact Phone:  
Contact Email:  
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) Do you have Small Business Administration Status? If yes, can you provide documentation?
- 6) What are your standard payment terms?
- 7) References - Please attach a Word® document with all contact information for at least the following three references:
  - a) New Company (started doing business with them in the past 12 months)
  - b) Retained Company (have been doing business with them for 3 + years)
  - c) Former Company (contract terminated in the past 2 years)
- 8) Can you provide a statement and meet the City minimum insurance requirements of \$750,000 per claim and \$1,500,000 per occurrence, and the City being named as an additional insured?

#### FUNCTIONALITY

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City should your coverage change. Are you willing to do this?
- 3) The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment. Are you willing to do this?

#### QUALITY AND SERVICE

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

#### LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? If yes, please explain.

#### REPORTING

- 1) Can your company provide daily security reports?
- 2) If yes to the previous question, please attach samples of all reports that are currently available.



## ATTACHMENT B

### SAMPLE CONTRACT

1. **PURPOSE:** CITY agrees to hire CONTRACTOR as an independent contractor to perform the services of \_\_\_\_\_ described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This Agreement is effective upon the date of its execution and will terminate on \_\_\_\_\_, 202\_\_\_\_\_. The parties may extend this AGREEMENT, by mutual concurrence, for five (5) one year terms, in writing prior to termination of each.
3. **SCOPE OF WORK:** The CONTRACTOR shall perform the services outlined in Exhibit "A". In performing these services, the CONTRACTOR shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. An employee of the Firm may not use his official position, including information learned by virtue of his position, for his personal benefit during the time spent performing services for the Library.
4. **PAYMENT:** CITY agrees to pay CONTRACTOR \_\_\_\_\_ (\$\_\_\_\_\_) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the CITY to CONTRACTOR and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the CONTRACTOR shall invoice the CITY monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this Agreement. Such invoices shall specify the services provided to the CITY during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.
5. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that CONTRACTOR is an independent contractor for purposes of this Agreement and may not to be considered an employee of the CITY for any purpose. CONTRACTOR is not subject to the terms and provisions of the CITY's personnel policies handbook and may not be considered a CITY employee for workers' compensation or any other purpose. CONTRACTOR is not authorized to represent the CITY or otherwise bind the CITY in any dealings between CONTRACTOR and any third parties.
6. **INDEMNITY:**

The CONTRACTOR SHALL:

  - A. Indemnify, defend and save CITY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of CONTRACTOR or its agents or employees.
  - B. Not indemnify, defend, save and hold the CITY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the CITY occurring during the course of or as a result of the performance of the AGREEMENT.
  - C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the CITY and the CONTRACTOR, the CONTRACTOR shall indemnify, defend, save, and hold the CITY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the CONTRACTOR'S or any subcontractor's wrongful or negligent acts occurring as a result from the CONTRACTOR'S performance pursuant to this AGREEMENT.

The CITY SHALL:

  - D. Indemnify, defend and save CONTRACTOR, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of CITY or its agents or employees.
  - E. Not indemnify, defend, save and hold the CONTRACTOR harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the CONTRACTOR occurring during the course of or as a result of the performance of the AGREEMENT.



F. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

7. **INSURANCE:** the **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONTRACTOR** shall provide the following insurance:

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- Automobile liability -- \$1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

**CONTRACTOR** shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONTRACTOR** shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR**'s business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

**CONTRACTOR** shall furnish **CITY** with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

8. **COMPLIANCE WITH LAWS:** **CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

9. **PREVAILING WAGE RATES:** Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Furthermore, Section 18-2-417, requires allowance for a 3% annual increase in wages for a multiyear contract. (1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract. (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and



applied every 12 months for the term of the contract. (3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a prevailing wage rate contract under section 18-2-401(11)(a), MCA. The booklet may be found at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>.

**10. NONDISCRIMINATION:**

- A. **CONTRACTOR** shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.
- B. The **CONTRACTOR** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **CONTRACTOR** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

- C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.
- F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

**11. DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be



provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **LIAISON:** CITY's designated liaison for this **AGREEMENT** is \_\_\_\_\_ and CONTRACTOR's designated liaison for this **AGREEMENT** is \_\_\_\_\_.
13. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.
14. **SEVERABILITY:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
15. **SUCCESSORS AND ASSIGNS:** Neither the CITY nor the CONTRACTOR shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
16. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the CONTRACTOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the CITY at its request and may be used by the CITY as it sees fit. The CITY agrees that if the documents, products and materials prepared by the CONTRACTOR are used for purposes other than those intended by the Agreement, the CITY does so at its sole risk and agrees to hold the CONTRACTOR harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the CONTRACTOR upon confirmation from the CITY that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the CITY and will not be used for any other purpose without written consent of the CITY. Any information relating to the services will not be released without the written permission of the CITY. The CONTRACTOR shall preserve the confidentiality of all CITY documents and data accessed for use in CONTRACTOR's work product.



## ATTACHMENT C

### PRICE MATRIX

**(must be emailed under separate cover and “Security Guard Services RFP  
Confidential Pricing” as the subject line)**

| <b>Library Security Guard Services</b>                            | <b>Price</b> |
|---|--------------|
| Hourly charge per officer for the normal schedule outlined above: | \$           |
| Estimated monthly total for the normal schedule outlined above”   | \$           |
| Hourly charge for any additional hours needed:                    | \$           |
| Other (please describe):  | \$           |

I/We acknowledge \_\_\_\_\_ addendum.

#

---

Company Name

---

Date

---

Contact Name (please print)

---

Title

---

Signature of Contact Position

**By signing the above, I certify that I am authorized by the Company named above to respond to this request.**



## ATTACHMENT D

### CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

#### CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

|                                |                      |
|--------------------------------|----------------------|
| Legal Name of Firm/Corporation | Authorized Signature |
| Address                        | Printed Name         |
| City/State/Zip                 | Title                |
| Date                           | Telephone Number     |



## ATTACHMENT E

### MASTER Q & A FORM

#### PROJECT: SECURITY GUARD SERVICES RFP

|                        |  |
|------------------------|--|
| <b>Master Q&amp;A</b>  | Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.  |
| <b>Q&amp;A Process</b> | <ol style="list-style-type: none"><li>1. Prepare questions or concerns on the template provided.</li><li>2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable).</li><li>3. Submit the completed form via email to <a href="mailto:bratliej@billingsmt.gov">bratliej@billingsmt.gov</a>. Attach associated documents as necessary.</li></ol> <p>Please contact Jamie Bratlie with any questions regarding this process.</p> |

**Questions from:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

| # | Date | Reference Section | Question or Comment | City Response |
|---|------|-------------------|---------------------|---------------|
| 1 |      |                   |                     |               |
| 2 |      |                   |                     |               |
| 3 |      |                   |                     |               |
| 4 |      |                   |                     |               |



## ATTACHMENT F

## INTENT TO RESPOND FORM

**RFP: SECURITY GUARD SERVICES**      **Dated** \_\_\_\_\_

**Dated** \_\_\_\_\_

Email the following Intent to Respond form to within two (2) days of RFP date even if your company chooses NOT to participate in the RFP.

**To:** **City of Billings**  
**Attn:** Jamie Bratlie  
Library & Facility Coordinator

Email: [bratliej@billingsmt.gov](mailto:bratliej@billingsmt.gov)

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name  
Company Name  
Company Address

Phone Number  
Fax Number  
Email Address

We intend to respond to this RFP by the specified due date:

---

Company Name \_\_\_\_\_ Date \_\_\_\_\_

---

Contact Name (please print) \_\_\_\_\_ Title \_\_\_\_\_

---

### Signature of Contact Person

By signing the above, I certify that I am



## ATTACHMENT G

### PROPOSER CONTACT INFORMATION

#### ***A. Company Contacts***

|                                       |  |
|---------------------------------------|--|
| Primary Contact Person (Name):        |  |
| Title/Function:                       |  |
| Address                               |  |
| Business Hours Phone:                 |  |
| Fax:                                  |  |
| Internet E-mail Address:              |  |
| Name of Person Responding to Request: |  |
| Title/Function:                       |  |
| Address:                              |  |
| Phone:                                |  |
| Fax:                                  |  |
| Internet E-mail Address:              |  |

#### ***B. General Company and Financial Information***

|                        |  |
|------------------------|--|
| Company Name:          |  |
| Headquarters Address:  |  |
| City, State, ZIP       |  |
| Headquarters Phone:    |  |
| Headquarters FAX:      |  |
| Company Owned By:      |  |
| Percent % Ownership:   |  |
| Years In Business      |  |
| Name of CIO            |  |
| Name of CEO/President: |  |