

Kennebec County, Maine



Request for Proposal

for

Security Services

Contract Administrator:

Scott Ferguson, County Administrator
207.530.7369
sferguson@kennebecso.com

Response Deadline:

December 1, 2023
All responses **MUST** be received by 4:00pm (local time)

Respondent Meeting:

Site visits/ meetings will be upon request and at the discretion of the County.

OVERVIEW

Kennebec County (County) is soliciting proposals to provide professional security services for the Kennebec County Courthouse, 95 State St. Augusta, ME, through June 30, 2026. Currently this service requires one armed person to be on site.

SCOPE OF WORK

The firm will perform the following Scope of Services and perform the following essential job duties:

- a. Provide a security presence at the Courthouse (95 State Street August, ME) main entrance from 7:45am to 4:15pm.
- b. Monitor public access to determine security threats if possible and to the best of their ability ensure staff safety.
- c. Develop and provide County staff with a Security Procedural Plan.
- d. Respond to threats within the Courthouse.
- e. Observe and report to the County any areas of security exposure or procedure deficiencies.

TERM

The Term of this Agreement shall begin on January 1, 2024 above and shall continue through June 30, 2026, unless otherwise terminated in accordance with this Agreement.

PROPOSAL INSTRUCTIONS

Proposals shall be received **no later than 4:00pm, Friday, December 1, 2023** at the Kennebec County Administrative Office, located at 125 State St. Augusta ME (2nd Floor).

Proposals can be emailed to sferguson@kennebec.gov and must meet the above requirement. Other forms of proposals (written) are to be in a sealed envelope marked “**Kennebec County Security Services RFP Response**” and sent to:

Kennebec County
Attn: Scott Ferguson, County Administrator
125 State St. 2nd Floor
Augusta, ME 04330

The proposal must include the following information at minimum:

- ✓ A brief description of your firm and its security service experience on firm letterhead.
- ✓ An organizational chart with descriptions identifying personnel assigned for the service.
 - Please include resumes/ qualifications of each individual.
- ✓ Include a list of current/ active municipal audit clients.
 - Please provide contact information for each.
- ✓ Provide a brief description of your approach to municipal security.
 - Provide examples of your firm’s understanding of local governments and dealing with the public as well as solutions you have used in these situations.
- ✓ A statement demonstrating your abilities to educate your clients through clear and concise communication.
- ✓ The maximum total fee your firm will charge for the requested services.
 - Please break down your fees as follows:
 - January 1, 2024 through June 30, 2024
 - July 1, 2024 through June 30, 2025
 - July 1, 2025 through June 30, 2026

EVALUATION

The County shall evaluate the proposals on the basis of the qualifications, proposal content, and municipal security experience. Cost will not be the only determining factor for the award of this proposal.

RISK MANAGEMENT REQUIREMENTS

The contract between the County and the Provider will include the following language:

Assumption of Risk. Provider, for itself, its officers, officials, employees, contractors, subcontractors, and any other agents of any name or nature whatsoever, assume any and all risk, whether known or unknown, anticipated or unanticipated, reasonable or unreasonable, associated with its use of and presence on or within the Premises, including but not limited to the Premises and the parking spaces identified herein. The Parties intend that this assumption of risk be interpreted as broadly as possible in favor of County and against Provider and include each and every risk of any name or nature whatsoever associated with the use of the Premises as described more particularly herein.

DEFENSE, INDEMNIFICATION, AND AGREEMENT TO HOLD HARMLESS

Definitions. For purposes of the indemnification provisions of this agreement, the following definitions apply:

‘ARISE FROM’ means directly or indirectly, in whole or in part, (i) to incur in connection with or as a result of, (ii) to cause, or (iii) to result in.

‘CLAIMS’ means all foreseeable and unforeseeable damages (including actual, incidental, direct, indirect, consequential, special, exemplary, and punitive), losses, injuries, penalties, disbursements, claims, costs, charges, assessments, expenses (including Legal Costs), demands, litigation, settlement payments, lawsuits, legal proceedings, actions, causes of action (whether in tort, contract, or strict liability and whether in law, equity, statutory, or otherwise), liabilities, sanctions, or judgments.

‘DEFEND’ means to oppose on behalf of another party actual or potential Claims in litigation, arbitration, mediation, any alternative dispute resolution method, actions, or other proceedings with counsel acceptable to the party being defended and to pay all Legal Costs associated with the preparation and prosecution of the defense.

‘INDEMNIFIED PERSONS’ means Kennebec County and its departments, elected officials, officers, employees, attorneys, and agents.

‘INDEMNIFY’ means to protect and hold a party harmless from and against actual or potential Claims and/or to compensate a party for actual or potential Claims.

‘INJURY’ means (i) any harm or damage to, or impairment of, theft of, loss of, or loss of use of, any property, (ii) any bodily harm or personal injury (including sickness or disease) to, or death of, any person, (iii) lost income or profits, (iv) any economic loss, (v) any injury, damage, harm, or loss arising out of or in any manner connected with Provider’s performance of its obligations in this agreement, or (vi) any other injury, damage, or harm arising or claimed to arise from this agreement, including any breach of this agreement; the performance of obligations under this agreement; any actual or alleged failure by County or others, including PROVIDER, to provide to any person any or adequate warnings or instructions; any actual or alleged violation by Kennebec County or others, including PROVIDER, or any law, statute, ordinance, order, rule, or regulation, including, without limitation, any environmental law; any act, activity, or omission of County or others, or PROVIDER or others, including, but not limited to, activities on County’s premises or elsewhere; any action involving any theory of law or equity that PROVIDER’s employees, PROVIDER’s, agents, or other person for whom PROVIDER is or may be responsible might assert against County; or any actual or alleged use by County or others, including PROVIDER, of any vehicle, equipment, supplies, fixtures, or materials.

‘LEGAL COSTS’ means court costs, attorney’s fees, expert’s fees, and any other expenses incurred in investigating, preparing, and prosecuting the defense of, or settling any legal or equitable claim, demand, action, or cause of action, including litigation, arbitration, mediation, any alternative dispute resolution method, action, or other proceeding.

‘WAIVE’ means to relinquish knowingly and voluntarily a right and/or to release another party from liability.

Indemnity and Waiver.

PROVIDER waives as to Indemnified Persons and shall Indemnify and Defense Indemnified Persons from and against, any and all Claims Arising, or alleged to Arise From Injury connected with PROVIDER’s performance of its obligations in this agreement. PROVIDER shall promptly notify County of the assertion, filing, or service of any claims against Indemnified Persons. If County receives notice of claims, County will provide notice of the Claims to PROVIDER. Upon receipt of notice, from whatever source, of Claims against Indemnified Persons, PROVIDER immediately shall take necessary and appropriate action to protect the Indemnified Persons’ interest with regard to the Claims. No further notice, demand, or tender shall be required by County to trigger PROVIDER’s obligations to defend, indemnify, and hold harmless. Any and all counsel, whom PROVIDER provides to Defend Indemnified Persons shall accept, and acknowledge receipt of County’s guidelines and requirements, and those of the Maine County Commissioners Association Self-Funded Risk Management Pool and shall conduct the Defense of Indemnified Persons strictly in accordance with said guidelines and requirements. If County, in its sole discretion, determines that the counsel is unacceptable, County may replace the counsel. PROVIDER, as part of its Indemnity obligation under this agreement, shall pay to the new counsel, or reimburse to County, any and all fees and expenses as to the new counsel, including any and all expenses or costs to change counsel. County shall, at all times, have the right to direct the defense of, and to accept or reject any offer to settle any Claim against Indemnified Persons. Each party to this agreement is liable only for those acts or omissions of its employees, agents, or delegates. No further relief shall be sought from one party to the other for acts or omissions of others not actually related to such parties’ obligations under this agreement.

Scope of Indemnity, Obligation to Defend, and Waiver

All indemnities, waivers, and obligations to Defend in this agreement are and shall be (i) independent of, and will not be limited by, each other or any insurance obligations in this agreement (whether or not complied with) or damages or benefits payable under workers’ compensation or other statutes, and (ii) will survive the termination of this agreement until all Claims against Indemnified Persons are fully and finally barred by applicable law. The indemnity, waiver, and obligation to defend provisions of this agreement shall include all applicable law affecting the validity and enforceability of those provisions, and the applicable law will operate to amend those provisions to the minimum extent necessary to bring the provisions into conformity with the applicable law. The provisions, as modified, shall continue in full force and effect.

ALL INDEMNITIES, WAIVERS, AND OBLIGATIONS TO DEFEND AS SET FORTH IN THIS AGREEMENT SHALL BE ENFORCED TO THE INDEMNIFIED PERSONS’ BENEFIT, REGARDLESS OF WHETHER THE CLAIMS ARE GROUNDLESS, FRAUDULENT, OR FALSE, AND REGARDLESS OF WHETHER THE CLAIMS ARE CAUSED OR ALLEGED TO BE CAUSED BY ANY OF THE INDEMNIFIED PERSONS’ ACTS, WHETHER THE CLAIMS ARE A RESULT OF PASSIVE OR ACTIVE NEGLIGENCE, WHETHER BY THE SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OR FAULT OF ANY INDEMNIFIED PERSON AND PROVIDER OR ANY OTHER PERSON, WHETHER BY ANY INDEMNIFIED PERSON’S STRICT LIABILITY, WHETHER BY ANY INDEMNIFIED PERSON’S INTENTIONAL ACT, OR WHETHER BY ANY INDEMNIFIED PERSON’S WILLFULL CONDUCT OR GROSS NEGLIGENCE.”

INSURANCE

Insurance Requirements

PROVIDER and all its subcontractors shall maintain insurance from companies licensed to write business in Maine, with an A.M. Best rating of “A” or higher, and acceptable to County, of the kinds and minimum amounts specified below. The insurance requirements will be set forth in greater detail in the contract between County and the successful bidder.

County shall be listed as an additional insured on each of the insurance policies procured by PROVIDER as required herein.

Certificates and Notice of Cancellation

Before commencing work under this agreement, PROVIDER and all its subcontractors shall furnish County with certificates of all insurance required below. Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days' written notice has been received by Kennebec County."

Certificates of Insurance shall further show County's status as an additional insured.

An insurance certificates shall be provided as evidence of the required insurance. The insurance certificate:

- a. Must reflect that each insurance policy referenced in each certificate of insurance names Kennebec County, its officers, officials, employees, and agents as additional insureds by endorsement to the policy or as required by contract.
- b. Must have an authorized signature.
- c. The certificate holder should be listed as:

Kennebec County
Attention: Scott Ferguson
125 State Street
Augusta, ME 04330

PROVIDER shall authorize its insurance agent, broker, and/or carriers, in writing, to furnish County with complete information regarding the coverages required herein, including premiums or assessments charged, copies of coverage forms, declarations pages, and any correspondence or communications between PROVIDER and its agents, brokers, and/or carriers relating to said insurance. PROVIDER shall provide the Certificates of Insurance and written authorizations to County.

Workers' Compensation and Employers' Liability Insurance

Covering all the PROVIDER's and its subcontractors' employees engaged in the work under this contract, providing the required statutory benefits under Maine state workers' compensation law, and employers' liability insurance providing limits at least in the amount of \$100,000.00 and \$500,000.00 applicable to claims due to bodily injury by accident or disease.

Commercial General Liability Insurance

Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. The policy shall provide liability limits at least in the amount of \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate.

Automobile Liability Insurance

Covering all owned, non-owned, and hired vehicles, providing liability limits at least in the amount of \$1,000,000.00 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

Professional Liability Insurance

PROVIDER and all its subcontractors will be required to procure and maintain professional liability insurance providing liability insurance limits of \$2,000,000.00 per occurrence and a total policy no less than in the amount of \$3,000,000.00. PROVIDER will be required to maintain this coverage for a period of at least six (6) years beyond substantial completion of the contract. This coverage must extent to all of PROVIDER's and subcontractor's employees.

Umbrella Liability Insurance

Providing coverage as excess above the underlying commercial general liability insurance, automobile liability insurance, and employers liability insurance policies required by this contract. This coverage shall provide excess liability limits at least in the amount of \$2,000,000.00 per occurrence, combined single limits,

applicable to claims arising from bodily injury, personal injury and/or property damage. The parties named as additional insureds under the primary underlying policies are to be included as additional insureds under the umbrella liability insurance coverage.

FURTHER INFORMATION

Kennebec County reserves the right to reject any or all proposals. The County reserves the right to terminate the agreement upon written notice to the firm.

All questions and requests for information should be directed to Scott Ferguson, County Administrator.

Proposals will be reviewed on or about December 6, 2023, scored, and reviewed with the Kennebec County Commissioners on December 19, 2023 barring any unforeseen circumstances.