REQUEST FOR PROPOSALS

Montgomery County Community College
Procurement Department

Proposal Title: PUBLIC SAFETY SERVICES – WEST CAMPUS, CULINARY ARTS INSTITUTE & TEMPORARY PART-TIME AT CENTRAL CAMPUS ON AN AS NEEDED BASIS

This is Montgomery County Community College’s (College’s) Request for Proposals No. RFP#13-030414RFP-01, issued February 13, 2014. Direct inquiries for information to: Marie Ryan, Email: mryan2@mc3.edu. Sealed proposals will be accepted prior to 3:00 p.m., Tuesday March 4, 2014. Proposals received after the stated due date and time shall not be considered.

No pre-proposal conference will be held for this solicitation. All questions/requests for information shall be submitted in writing via email to mryan2@mc3.edu, and to be assured consideration must be received prior to 5:00 p.m., Monday, February 20, 2014. Questions may be faxed to the attention of Marie Ryan at 215-641-6516 or emailed to mryan2@mc3.edu. After reviewing any questions/requests submitted, College will issue an addendum if necessary. Changes to this Request for Proposals will be made only by written addendum issued by the College Procurement Department.

Submit Proposals:  BY MAILTO:
Montgomery County Community College, Procurement Dept., Room 121 - College Hall, 340 DeKalb Pike, Blue Bell, PA  19422

BY HAND DELIVERY OR EXPRESS CARRIER TO:
Montgomery County Community College, Procurement Dept., Room 121 - College Hall, 340 DeKalb Pike, Blue Bell, PA  19422

Firms shall ascertain prior to submitting a response that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda here:

Addendum No. ______  Date:  ________________  Addendum No. ______  Date:  ________________

Information the Firm deems Proprietary is included in the proposal response in the separate section of the response identified immediately below. See page five, paragraph B for additional information.
All proposed exceptions to College’s CONTRACT and to the General Terms and Conditions included in this Request for Proposals are included in the section identified immediately below. See page five, paragraph C for more information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Firm in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

**INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE**

**THIS PROPOSAL RESPONSE IS SUBMITTED BY:**

Full Legal Name of Firm: ________________________________

Mailing Address:  

Remittance Address (If Different):

Fed ID OR Soc. Sec. No. __________________________ Date: __________________

Phone: ( ) ______________ Fax: ( ) ______________

Signature: ____________________________

(Person signing must be authorized to bind the Firm in contractual matters)

Typed/Printed Name: ______________________________

**INDICATE THE TYPE OF BUSINESS:**

_____ Individual Trading in Own Name

_____ Individual Trading Under Trade Name

_____ Partnership

_____ Corporation

(Corporate seal must be affixed here)

(Individual and Trade Name must be listed below as “legal name”)

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I. SUBMISSION OF PROPOSALS

A. NUMBER OF COPIES

An original, so marked, and 3 copies, so marked, for a total of 4 of your proposal document are required. Submit proposals in a sealed envelope, and put the RFP number, title, due date and time on the outside of the envelope. Firms are responsible for having their proposal stamped by Purchasing Department staff before the deadline for receipt of proposals. College will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, College will notify the Firm of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for College to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Firm or in any way restrain or restrict competition. All responsible Firms are encouraged to submit proposals.

B. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a Firm in connection with this procurement transaction shall not be subject to public disclosure; however, the Firm must invoke protection prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. Firms shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Firms may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

C. USE OF CONTRACT FORM, GENERAL TERMS AND CONDITIONS

1. College’s standard contract document is included in APPENDIX A.

2. College's standard contract document and this Request for Proposals contain terms and conditions that College favors and intends to use for the resultant contract. If the Firm has contractual language and/or contractual documents it wishes to have considered, such contractual language/documents must be submitted as part of the Firm’s proposal response. Any Firm receiving a contract award shall be required to execute a contract in substantial compliance with College’s standard contract and will be required to furnish an original Certificate of Insurance and all other required contact documents within fifteen days after receipt of notification that the contract is ready for signature; otherwise, College may award the work to another Firm.

3. Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Firm's obligations. Firms who take exception to mandatory provisions will be requested to withdraw the exception(s). Firms not agreeing to withdraw exceptions to mandatory provisions may be deemed nonresponsive or may receive a lower evaluation score.

D. FIRM CERTIFICATIONS
1. By submitting its proposal response, the Firm certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with College.

2. By submitting its proposal response, the Firm certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Firm, supplier, manufacturer or related entity in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

E. OTHER

1. College will not be responsible for any expense incurred by any Firm in preparing and submitting a proposal response. All proposals submitted will become the property of the College.

2. Proposals having any erasures or corrections must be initialed by the Firm in ink.

II. GENERAL INFORMATION

A. PROPOSED SCHEDULE OF IMPLEMENTATION

** The College retains the right to adjust or revise the referenced implementation schedule.

<table>
<thead>
<tr>
<th>Date</th>
<th>Schedule of Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 13, 2014</td>
<td>Issue Request for Proposals</td>
</tr>
<tr>
<td>February 20, 2014</td>
<td>Questions Due Prior to 5:00 p.m.</td>
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<td>March 4, 2014</td>
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</tr>
<tr>
<td>March 2014</td>
<td>Discussions/Negotiations with Selected Firms</td>
</tr>
</tbody>
</table>

III. SCOPE OF SERVICES

A. WORK PROVIDED UNDER THIS CONTRACT

1. The work provided by the terms and conditions of this contract shall include all of the public safety services as defined hereinafter in the specifications. The services contractor shall be hereinafter referred to as Contractor.

2. Without any intention of limiting the work, but solely for the convenience of the Contractor, this work generally includes the following items of public safety work:

   a) Security/watchmen services
   b) Parking lot security
   c) Traffic control
   d) Crowd control at regular/special activity events
   e) Security of cash at registrations and during peak periods at the bookstores
   f) Detailed documentation of all accidents and incidents occurring on campus typed and submitted by the shift supervisor.
g) Monitoring of fire and security alarm systems
h) Preventative actions/measures to prevent loss due to theft, vandalism, injury, or act of nature

3. Unless otherwise stated herein, the Contractor shall provide all the necessary labor, materials, and equipment necessary to completely execute the work herein specified including weapons (when specifically requested)

B. WORK PROVIDED UNDER SEPARATE CONTRACTS

1. Items of work are related to this contract, but are provided under distinctly separate contracts, may include:
   a) Fire alarms and security monitoring systems contracts and service
   b) Electronic or audible building security monitoring systems.

C. DESIGNATION

1. The identification of the position of Vice President of the West Campus to include his/her designee unless otherwise specified and the identification of the Vice President of the Central Campus or the highest ranking position of any other campuses to include his/her designee unless otherwise specified.

D. CONTRACT TERMINATION

1. This contract may be terminated by the College without cause upon thirty (30) days written notice.

E. DETERMINATION OF PROGRESS AND QUALITY ASSURANCE

1. It shall be the responsibility of the Contractor to provide complete and legible daily reports (Daily Security Reports) of duties performed by employees in the execution of the work provided under this contract. This report shall be provided by the Contractor and is to be signed by the Contractor’s supervisor on duty or senior public safety officer on the respective shift and submitted to the Coordinator of Safety and Security or designated person on the day following the report day. Report format shall be provided by the College. Forms for College use may be reproduced using College facilities.

2. The Contractor shall conduct unscheduled inspections of the public safety officers by supervisory inspectors not assigned to the campus they are inspecting. Inspection of the public safety officers will be made once a month at the West Campus and Culinary Arts Institute. Inspections will be conducted so that two working shifts will be inspected during a month. If a site public safety officers schedule is constant, then two inspections will be conducted during the same work shift. During each calendar month’s inspection, each working shift will be inspected at least once. Inspections shall be made at each public safety officer’s respective post rather than at a common point. A monthly inspection report, noting the inspector’s name, time of arrival and departure, name of the public safety officer and area of the building that was inspected and personal remarks will be sent to the Coordinator of Safety and Security or designated person on a monthly basis. The report shall be submitted to the respective campus no later than Tuesday of the following week of the inspection. If any infraction is found during the inspection, it will be the Contractor’s responsibility to notify the Coordinator of Safety and Security or designated person orally, with a written follow up within twenty-four (24) hours of the infraction. Should the infraction be so flagrant as to jeopardize the safety and welfare of the campus population, notification of the infraction to the Vice President of the West Campus or to a member of management at the Culinary Arts Institute shall be immediate.

3. In order to provide a reasonable assurance of quality services, the contract administrative supervisor shall meet with the Coordinator of Safety and Security Services once each quarter at a mutually
agreeable time for West Campus and as often as deemed necessary at the Culinary Arts Institute and Central Campus. These meetings may be reduced to a less frequent basis at the discretion of the West campus Coordinator of Safety and Security. The Contractor’s representative will meet weekly with Coordinator of Safety and Security or a member of management at the Culinary Arts Institute to review the previous week’s public safety officers’ payroll. A mutually agreed upon figure will be used as that week’s calculation figure in determining the month’s payroll. If any discrepancy occurs, it will be the responsibility of the Contractor to rectify the problem.

F. PAYMENT

1. Payment shall be on a weekly basis based on the weekly billing as submitted by the Contractor in the following prescribed form:

   a) The Contractor shall pay its officers assigned to the West Campus, Culinary Arts Institute and Central Campus an hourly wage of no less than $11.00.
   b) Overtime rate shall not be charged for any staffing request made with more than 24 hours’ notice.
   c) Weekly Billing: individually by campus in duplicate, to show Campus, purchase order number, billing period, date, and the total amount for the billing period.
   d) This submission is to be supported by the attachment of the daily billing in duplicate to show:

      Campus, date, purchase order number, and:

      i. Public safety officers, listed by name, showing hours worked, rate and extended amounts to a public safety officer amount total

      ii. Sergeants and/or any other supervisory personnel listed by name showing hours worked, rate, and extended amounts to a Sergeant or other supervisory personnel amount total and then to show the TOTAL amount for service for the day

   e) Payment shall be subject to reconciliation with time cards and College-provided public safety officer sign in/out log which will be supplied and remain the property of the College.
   f) The weekly billings are to be submitted to:

   West Campus
   Safety and Security Coordinator
   Montgomery County Community College, West Campus
   101 College Drive, Pottstown, PA 19464
   Or
   Central Campus and Culinary Arts Institute
   Accounts Payable
   Montgomery County Community College
   340 Dekalb Pike
   Blue Bell, PA 19422

G. MATERIAL AND EQUIPMENT

1. Storage and protection of material and equipment:

   a) Certain spaces within the College will be made available for storage of those pieces of equipment and material related to campus security work which the Contractor is required to store on the premises. The space available is limited; however, every effort will be made to accommodate these materials. The College shall allow the Contractor to supply his own keyed cylinder core for installation into College’s lock, only as long as a copy of that key is furnished to the campus Coordinator of Safety and Security or a member of management at the Culinary Arts Institute for
insertion in the campus main key cabinet. Contractor is responsible for the custodial maintenance of the storage area(s).

b) The College shall not be responsible for the loss of materials due to theft, fire, etc. from the storage areas provided to the Contractor.

H. ITEMS PROVIDED BY THE COLLEGE

1. Items that are directly related to the work of this contract and are provided by the College are:

   a) Keys, as required for the execution of the work. Under no circumstances shall the Contractor have duplicate key sets made. Should duplicates be made or the original set lost, the penalty for doing so will be that the Contractor will be held responsible for all costs required for rekeying the building, or campus, as required and any additional public safety officer to provide protection until the rekeying program is completed as deemed by the College. If a public safety officer inadvertently or intentionally removes campus keys from the campus, the Coordinator of Safety and Security will be notified immediately when the situation is first identified. It becomes the responsibility of the Contractor to retrieve and return the same within two (2) hours after being apprised of the situation. The College representative will immediately be notified of the aforementioned.

   b) Items of furniture needed at building watch stations, as required.

I. SCHEDULES AND REPORTS

1. Work schedules:

   a) The Contractor shall prepare a detailed weekly work schedule that is available for daily review, for the work to be performed by his employees. This schedule shall be submitted to the Coordinator of Safety and Security or to a member of management at the Culinary Arts Institute for review the end of each week for the following week’s work schedule.

2. Submittal of reports, schedules, and correspondence:

   a) Contractor agrees to design and provide reports, if requested, which include, but are not limited to time sheets, incident reports, serious investigation reports, accident reports, patrol logs, vehicle reports, maintenance and emergency hazards reports. All reports and forms are subject to the approval of the campus Coordinator of Safety and Security or a member of management at the Culinary Arts Institute.

   b) Any record or report produced by Contractor thereunder is and shall remain the property of the College. All reports and records shall be maintained at the college.

   c) Reports and schedules which are to be submitted by the Contractor include:

   i. Daily Security Operational Report – Submit each morning to the Coordinator

   ii. Work Schedule – Submit to Coordinator each Friday for the following week

   iii. Public Safety Officer’s Job Background Investigations – Submit to the Coordinator

   iv. Public Safety Officers will also be expected to complete reports (provided by the College) regarding fires, accidents and equipment losses and submit to the campus Coordinator of Safety and Security prior to the completion of their daily job assignment
d) All submittals regarding public safety officers’ job background investigations, training certificates, and/or other documentation that verifies that the public safety officer meets the specified personnel and training qualifications shall be submitted to the Coordinator forty-eight (48) hours prior to the public safety officer’s assignment at the College. This information is confidential and shall be used by the College for public safety officer qualification only. The College shall not disclose, discuss, or refer to this information except with the Contractor.

i. Contractor shall include in his employment application a release of information which permits applicant’s personal data including criminal and financial information to be made available to College personnel in evaluation of applicant’s suitability for employment.

ii. Any public safety officer selected by the Contractor to work at the Campus shall be approved by the College in advance of being assigned to a post. The complete personnel file for each West Campus employee is to be hand-delivered to the Coordinator of Safety and Security at West Campus. The complete personnel file for each Central Campus employee or Culinary Arts Institute employee is to be hand-delivered to the Director of Campus Safety at Central Campus. The personnel file shall include the proposed employee’s application form, background check, references and any other pertinent information. The College will have no obligation to pay for public safety officers that have been assigned to a campus without prior approval of the Coordinator of Safety and Security or the Director of Campus Safety.

J. GENERAL

1. Intent:
The intent of these specifications is for the responding firms to provide MCCC with Public Safety services through the use of competent, trained personnel in one or more of the following facilities/locations:

a) West Campus – all-campus security for a campus of four buildings and multiple parking lots in the Borough of Pottstown, PA.

b) Culinary Arts Institute – security for a single building located at 1400 Forty Foot Road in Towamencin, PA.

c) Central Campus – supplemental security to College-employed personnel during peak periods or special events for the College’s central campus in Blue Bell, PA. Our Central Campus is located on a 186-acre suburban site in Blue Bell, situated halfway between Norristown and Lansdale on Route 202 about 25 miles northwest of Center city Philadelphia. The Campus consists of six buildings containing classrooms, a number of smaller administrative buildings, and several parking lots.

2. Qualifications of the Contractor:

a) The College reserves the right before and after the execution of contract documents to inspect and evaluate the bidder’s past performance record, physical equipment, clerical staff, and all other matters that may bear upon the bidder’s ability to faithfully perform the terms of this contract. Should the College reasonably find that any Contractor does not have the capacity or capability to perform this contract, the College may terminate the contract for this reason.

b) The Contractor shall, at the time of the awarding of the contract, maintain an office that is staffed twenty-four (24) hours per day, seven (7) days a week. The College shall have immediate and continuous access to supervisory personnel of the Contractor in order to meet any emergency that may arise during the course of the performance of this contract. Telephone answering service or machine does not constitute a staffed office.
c) The Contractor shall provide and keep current the names and telephone numbers and qualifications of appropriate supervisory personnel to the campus Coordinator of Safety and Security or a member of management at the Culinary Arts Institute.

d) The Contractor shall be a firm in the business of public safety service for a minimum of five (5) years and have and maintain all applicable licenses as required, copies of which shall be provided to the College prior to award of the contract. The Contractor shall also meet all federal, state, and local requirements. The Contractor shall warrant and represent that it is financially solvent and experienced in and competent to perform the type of service required hereunder.

3. Job Conditions:

   a) Existing job conditions;
      
      i. The Contractor understands and accepts that, as an educational facility, the Community College has certain periods when the needs for public safety officer services are less than when the College is in full session. Generally the College’s academic schedule is as published in the College catalog. The Contractor is completely responsible to maintain daily, weekly, and monthly coordination with the coordinator in order to sufficiently maintain his (Contractor) knowledge and information of the College’s regular and special schedule and/or activities.

      ii. During periods of little activity, the College may not need the full services of the Contractor; however, some services shall be needed when the facilities are in use by administrative personnel. When the facilities are completely unused, a minimum or no public safety services shall be required. Generally, the College will endeavor to notify the Contractor approximately one (1) week in advance of any forthcoming slowdown periods.

      a) When the College academic schedule is in full session, there may be public safety officer shifts of only four (4) hours duration in addition to regular assigned public safety officers.

      iii. There may be occasions when the College shall require the Contractor to provide one (1) or more additional public safety officers for emergency services, special events, or as deemed necessary by the College. Public safety officers shall be knowledgeable of College/Campus facilities and policies. This requirement may be waived by the Coordinator of Safety and Security Services or a member of management at the Culinary Arts Institute if it is deemed that an inexperienced public safety officer shall serve the purpose without jeopardizing the College of the safety and security of the participants and/or attendants.

      iv. There may be a time that the College/Campus may experience an emergency situation when more public safety officers may be needed to insure the safety and security of individuals and property. It shall be the responsibility of the Contractor to furnish the College with the number of public safety officers requested within two hours after being officially notified of the emergency situation. This responsibility also includes the request of the Coordinator to fill any unstaffed assigned post.

      v. Copies of any documentation pertaining to the public safety contract requested by the College shall be furnished by the Contractor within five (5) working days.

      vi. College telephone service shall be provided to the extent necessary to be used for on-campus interoffice calling and for incoming calls as the facilities are available. The
The campus telephone system may be restricted to incoming and interoffice calling or to local (immediate off-campus vicinity) calling. College telephones shall not be used for toll or measured usage service except in the immediate local area of the campus. The College telephone system may be used by the Contractor if equipped with a call detail system which permits identification of all calls made from the applicable telephone(s). Contractor shall reimburse the College for all pertinent charges.

vii. Any financial liability incurred by the College shall be the Contractor’s responsibility. Appropriate repayment to the College for any loss shall be made within a reasonable time period, but will not exceed sixty (60) days from the initial notification of payment due.

a) In the event of any incidents which the College determines the probable cause of negligence, inappropriate or questionable action(s) taken by the Contractor’s employee(s) resulting in injury to individuals or loss/damage of property, an investigation shall be conducted by the Contractor and the College representative to determine the reason(s) for the action(s) taken or not taken as the case may be. A fully completed and detailed written report is to be submitted to the campus Coordinator of Safety and Security or a member of management at the Culinary Arts Institute within two (2) weeks from the date of the request for an investigation.

b) All public safety officer infractions of College rules, regulations, and policies and Contractor’s policies that affect the public safety officers’ work performance while at the College shall be documented and copies submitted to the proper campus authorities within eight (8) hours after notice of the infraction.

vii. The Contractor shall not reassign a public safety officer within the College system if he/she has been dismissed from a site. The Contractor shall submit to the Coordinator biannually, a roster of all of the Contractor’s employees assigned to the College system.

4. Continuity of Personnel:

a) Under the terms of this contract, the Contractor shall place public safety officers on a permanent basis on the regular shifts for a minimum period of six (6) months and shall not weekly or monthly change personnel.

b) Continuity of personnel is specifically desired as specified above and it is the College’s intent that the only valid reasons for changing personnel are the employee’s scheduled vacation or absence due to sickness.

c) The Contractor shall not use campus assigned public safety officers for other Contractor needs during the public safety officer’s regularly assigned campus work schedule.

d) If a campus public safety officer in charge (captain, lieutenant, sergeant, or desk officer) is considered for promotion within the company and the promotion will cause that particular public safety officer to be reassigned elsewhere, campus authorities shall be given ten (10) days’ notice of said intention.

e) Dismissal: The College reserves to right to require the Contractor to remove any of the Contractor’s personnel from the College’s security system at any time for any reason.

K. PERSONNEL

1. Qualifications – Public Safety Officers
All public safety officers assigned to a College location shall meet the following qualifications. Documentation proving same shall be submitted by the Contractor to the Coordinator of Safety and Security for West Campus and to the Director of Campus Safety for the Culinary Arts Institute and Central Campus, prior to public safety officer assignment.

a) Background check of the last three (3) years, including fingerprint check.

b) With regard to criminal background checks, all persons found guilty of felonies, drug-related or child abuse offenses, and any other charge deemed unacceptable by the college, shall be disqualified from selection.

c) Must be regular full- or part-time employee of the Contractor.

d) Must be fully bondable, or already bonded security public safety officer.

e) Must be physically and psychologically able to perform all requirements of the job.

f) Contractor agrees to check all applicant employment references and applicant’s last place of employment for verification of dates and performance. Contractor agrees that no employee shall be assigned to a College campus security assignment until such employment checks above are completed to College’s satisfaction. The College reserves the right to request, review, and verify all public safety personnel background checks and employment references as stated above and to review, select, and approve all public safety applicants as deemed necessary by the College.

g) Must be able to write clear and accurate reports.

h) Must be able to orally communicate in a clear and distinct manner, Contractor agrees to administer suitable pre-employment or reassignment employee physical and psychological tests.

i) Must have successfully completed the training hereinafter described.

j) Must have a current valid Pennsylvania driver’s license.

k) Must be able to ride a Segway and/or bicycle, if directed.

l) Must be free of alcohol and/or controlled substance dependency.

m) Relatives of public safety officers employed by the Contractor shall not be assigned to the same campus

n) The Contractor shall hire and maintain an adequate and competent, properly-attired work force supervisor. The Coordinator of Safety and Security at West Campus or the Director of Campus Safety at Central Campus should be continuously advised of the address and telephone number where such work supervisor may be reached or contacted. The availability of such addresses or telephone numbers shall in no way obligate the College to communicate any such information to the Contractor.

o) The College shall have supervision and control over any Contractor’s employees and any complaint or requested change in procedure shall be transmitted by the College to the Contractor.

p) College may conduct its own independent investigation of complaints and/or allegations against guards, in addition to contractor. College may request the removal of the subject until completion of its investigation.
q) Contractor shall provide the College with the number and qualifications of the personnel handling the College’s account in the Contractor’s supervising office which the College may visit and inspect periodically as deemed necessary. Contractor shall provide the College with the location of office supervising the College’s security operation.

r) Contractor shall provide the College with periodic evaluations of all Contractor supervisory staff at the campus locations as deemed necessary by the Coordinator of Safety and Security at West Campus or the Director of Campus Safety at Central Campus.

s) Contractor shall visit the College site and visit the public safety assignments on a monthly basis to insure an acceptable level of performance as deemed necessary by the College.

t) The College reserves the right to review, select, approve, or reject all Contractor’s supervisory personnel chosen for the College site as deemed necessary.

2. Additional Minimum Qualifications – Except as authorized in writing in advance, each contract public safety officer shall meet the following additional minimum qualifications:

a) Physical Conditions – Contractor’s employees shall be in good general health without limitations that would interfere or hinder the performance of duties; possess binocular vision correctable to 20/30 be free of color blindness and be capable of hearing ordinary conversation at ten (10) feet with either ear without benefit of a hearing aid. Must be able to climb stairs, sit or stand for long periods of time, and other physical assignments necessary to fulfill requirements of the job.

b) Citizenship – Be a legal resident of the United States of America and a legal resident of Pennsylvania, and have reached the age of twenty-one (21) at the time of employment under this contract. The Contractor shall be required to produce evidence of such citizenship if the College so requests. (Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers).

c) Literacy – Be literate to the extent of reading and understanding printed regulations, written orders and instructions, training instructions, and be able to compose reports that convey complete information.

d) Job Knowledge – Possess the capacity to acquire a good working knowledge of all the duty requirements of a public safety officer within the terms of this contract.

e) Appearance –

   i) Facial Hair: Male Officers must be neatly shaven or maintain neatly trimmed and well-kept facial hair not more than ½ inches in length.

   ii) Hair: Hairstyles and hair colors must be judged by a reasonable person standard (determined by Safety and Security Coordinator or by the Director of Campus Safety) and present a neat, clean, professional appearance. Hair shall be kept clean and the style shall not present a ragged, unkept or extreme appearance. Hair length for male Officers shall not extend below the bottom of the back of the collar. Hair retainers, e.g., hair clips, hair nets, or rubber bands, may not be used to meet this standard for male Officers. Hair length for female officers shall not extend beyond 2 inches below the bottom of the back of the collar while on duty. Hair accessories used to pin up hair shall be concealed as much as possible and should not distract from the uniform. Hair and/or hairpieces, whether dyed or natural, must appear natural in color.

   iii) Make-up: Make-up and make-up colors must present a neat, clean, and professional appearance to be judged by a reasonable person standard determined by the Coordinator or the Director.
iv) Jewelry – Large hoop earrings, large rings, exposed chains or other large jewelry items may be prohibited at the discretion of the Safety and Security Coordinator or the Director of Campus Safety.

f) All supervisors assigned to College campus public safety shall meet the same qualifications outlined for public safety officers in Section II. Personnel, A. Qualifications (above) plus the following additions:
   i) Must have at least one (1) year experience working as a full-time public safety officer for a public safety contractor.
   ii) The College reserves the right to review, select, approve, or reject all Contractor’s supervisory personnel chosen for the college site as deemed necessary.

3. Training:

   a) College and Contractor shall establish a training curriculum within thirty (30) days of commencement of contract. Curriculum shall be updated and submitted to the Coordinator of Safety and Security annually at the renewal date of contract. Contractor shall provide the necessary personnel and material for training of the public safety officers assigned at the College. Any changes in the established training curriculum shall be approved by the Coordinator of Safety and Security or by the Director of Campus Safety. Attendance reports for said training shall be submitted to the Coordinator of Safety and Security or the Director of Campus Safety.

   b) The training for each of the College-assigned public safety officers shall be a minimum of forty-eight (48) hours for each public safety officer during each fiscal year of the contract.

   c) The Contractor shall pay the public safety officer’s salary while attending each training session. The Contractor shall maintain the required service during the training sessions. The Contractor shall maintain the required service during the training sessions.

   d) Attendance by the public safety officer is mandatory. Public safety officers failing to attend ninety (90) percent of the scheduled training sessions may be asked to be removed from the College system. The Contractor shall be required to submit an outline of each class of instruction along with a roster of public safety officers who attended.

   e) Each of the public safety officers must pass the College’s evaluation and examination, if required, covering the material covered within the training sessions. Failure to pass the exams may result in having the public safety officer removed from the College system assignment.

   f) Public safety officers assigned to the College shall have read the applicable campus or building Operational Manual during the training period and before being assigned to independent patrol.

   g) Contractor shall provide sixteen (16) non-chargeable, documented hours of pre-employment basic public safety officer training which shall include, but not be limited to, the following subjects: basic orientation, authority of arrest, legal liability, patrolling, report writing, policies and procedures, crisis intervention, first aid, fire safety, and public relations.

   h) Contractor shall provide thirty-two (32) hours of basic training to all employees within the first thirty (30) days of employment at the College to include, but not be limited to, the following: orientation, policies and procedures, campus familiarization, report writing, post assignments, the basics of security, patrolling, Pennsylvania Crimes Code, authority of arrest, investigations, dispatching, crime response, crime prevention, crisis intervention, trespassing and ID verification, parking and traffic control, fire alarms/fire safety, vehicle care, driver safety, first aid, CPR, use of an AED, DHS and FEMA trainings, and professionalism.
i) Contractor will not assign any public safety officer to the campus that is not AED/CPR certified, unless an agreement on training has been made between the Contractor and the College.

j) Public safety officers assigned to the College shall be designated “officer trainee” until they have completed the thirty-two (32) hours of basic training after which they will be reviewed by the College and the Contractor for promotion to public safety officer.

k) Contractor shall maintain complete records of all individual, group and supervisors training at Contractor’s office and the College and shall submit documentation to the Coordinator of Safety and Security or to the Director of Campus Safety.

l) Contractor shall pay for all training expenses associated with the training of all College public safety personnel.

4. Uniforms

a) Contractor shall, along with his proposal, submit a color photograph of the uniform it plans to use. The college shall approve the uniform to be used.

b) All public safety officers shall be provided with standard identical uniforms. Each public safety officer must be in complete uniform and inspected before assignment to duty. Only issued uniforms or uniform accessories shall be acceptable. No civilian attire unless specifically approved by College.

c) Uniforms will include the following:

   i. black shoes – shined
   ii. socks – dark
   iii. trousers – clean, pressed and properly fitted
   iv. shirt – military cut, properly fitted, clean and pressed and always tucked into the trousers
   v. necktie – (at the Contractor’s option in summer months only). If one is to be worn, it may not be worn loose with the shirt open.
   vi. cap or hat
   vii. jacket – identical uniform jackets shall be provided for inclement weather
   viii. raincoat (or overcoat in season) – bright yellow, weatherproof for inclement weather
   ix. Yellow safety vests

d) Any employee reporting for duty in an unauthorized or un-kept uniform or poor personal appearance shall be replaced immediately by the Contractor upon request of the College.

e) Each uniformed public safety officer shall display a badge and/or a photo ID at all times.

f) A patch may be designated by the College and shall be worn on the right sleeve of all uniform articles and on the appropriate cover.

5. Weapons and Equipment:

a) The possession of firearms or any other lethal or non-lethal weapon on school property is prohibited.

b) All public safety officers on all shifts shall be equipped with and carry a two (2) D cell flashlight supplied and maintained by the Contractor.
c) Communications Equipment – Hand-held portable radio units rated at four (4) watts minimum, with spare batteries and chargers shall be furnished and maintained by the College.

i. All radios may be equipped with an ear attachment which shall hang over and around the outer ear. Ear attachments that plug into the ear canal are not acceptable or permitted.

ii. All public safety officers shall be issued a portable radio before being assigned to a post.

iii. Contractor will be liable for any malicious loss or damage of radios or parts by a public safety officer.

d) Where and when required, the College shall furnish to the Contractor a watchman system as part of a public safety officer’s standard equipment.

ADENDUM WILL BE ADDED TO DESCRIBE DUTIES IF NECESSARY

IV. PROPOSAL PREPARATION

A. General

1. The proposal response should address the items included in the Scope of Services. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

2. Each page should be numbered (preferably sequentially through proposal response).

3. Each of the following items should start on a new page, providing as much pertinent information as necessary.

B. Title Sheet

Furnish the information requested on the REQUEST FOR PROPOSALS TITLE PAGES of this solicitation and include it at the first of your proposal response. The name on the Title Page must be the full legal name of the Firm and the address must be that of the office which will have the responsibility for the services provided. Firms shall specify the section(s) containing trade secrets or proprietary information and section(s) containing exceptions.

C. Table of Contents

Include a complete Table of Contents

D. Project Methodology

Provide a complete description of the proposed methodology for implementation of and providing the required services under this contract.

E. Experience of the Firm in Providing This Service

1. Include a brief statement of the Firm’s experience in providing the services stated in the Scope of Services.

2. Include a list of clients for which work similar or related to that called for in this solicitation by identifying the clients for which your Firm or its members, while employed with your Firm or elsewhere, have provided services in the past three years.
3. Please provide specific information of your Firm’s organization structure, personnel and resources dedicated to providing services.

5. Give an overview of current workload, the priority to be assigned for oversight of College projects and staffing available relative to the Firm’s ability to respond to College’s requests for services on an “as needed” basis.

F. References

Provide a list of five clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and the person the College may contact.

G. Fees/Compensation

1. Provide hourly rates and the time it applies to individually for each of the following facilities, as well as any discounted pricing available if we contract for multiple locations/facilities:
   - West Campus
   - Culinary Arts
   - Central Campus

2. Provide overtime rates and the times it applies to individually for each of the following facilities, as well as any discounted pricing available if we contract for multiple locations/facilities:
   - West Campus
   - Culinary Arts
   - Central Campus

H. Insurance

The Firm shall be required to maintain in force such insurance, in amounts acceptable to MCCC, as will protect himself and College from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subFirms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker’s Compensation, General Liability (including premises/operations, independent Firms, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Firm shall furnish College with an original Certificate of Insurance upon request. The Certificate should name College as additional insured. The Firm shall notify College at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

I. Other Information

1. Include other relevant information the Firm deems necessary to provide the services needed to successfully complete the Scope of Services or which the Firm feels are relevant to its selection.

2. Based on the information provided in this Request for Proposal, the Firm should identify what might be expected from College over and above general assistance.

3. Contractual information, see the section titled Contract Form, General Terms and Conditions.

V. CONTRACT TERM AND RENEWAL

The initial term of this contract shall be for a three-year term. Upon mutual written consent, the contract may be renewed for two additional three year terms. For future contract periods, price increases shall be limited to no more than 3% unless mutually agreed upon at least 60 days before the renewal term commences. The base price to
which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

VI. GENERAL TERMS AND CONDITIONS

A. Independent Firm

The Firm is an independent Firm and nothing contained in the CONTRACT shall constitute or designate the Firm or any of its agents or employees as employees of College.

B. Rejection And Award of Proposals

College reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Firms if so stated in the method of award section. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Firm. College reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interests.

C. Withdrawal of Proposals

1. A Firm may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.

2. By submitting a proposal response, the Firm agrees that the proposal response will not be withdrawn for a period of 120 days following the due date for proposal responses.

D. Contract Termination

1. Unless specified otherwise, any resultant contract may be terminated by College, in whole or in part, whenever College determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Firm as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The Firm shall be paid for all goods delivered or services successfully completed prior to the termination date.

2. Any resultant contract shall terminate immediately upon exhaustion of properly appropriated funds should the Board of Supervisors fail to appropriate sufficient funds for its continuation.

E. Ownership of Documents

1. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Firm under any resultant contract shall, at the option of College, become County property and shall be delivered to and remain the property of College upon completion of the work or termination of the Contract. College shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Firm.

2. Any documents provided to the Firm by College shall be returned to College upon request.

F. Licenses And Permits

The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper
execution and completion of the work which are legally required prior to and during the work, unless otherwise specified by College.

G. Royalty And License Fees And Copyright, Trademark And Patent Protection

1. In submitting its proposal response, the Firm certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.

2. Unless specified otherwise in the CONTRACT, the Firm shall pay all royalty and license fees relating to the items covered by the contract.

3. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Firm shall indemnify and hold harmless College from any cost, expense, damage or loss incurred in any manner by College on account of such alleged infringement.

H. Taxes

College is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Firm shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between College and the Firm, as the taxes shall be an obligation of the Firm and not of College, and College shall be held harmless for same by the Firm. Exemption certification will be supplied upon request.

I. Contract Changes

Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. College will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

J. Payment For Services

Payments to the Firm shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the CONTRACT. Backup documentation for each invoice shall be provided in detail satisfactory to College. The Firm's records and documentation supporting such invoices shall be made available to College upon reasonable request. The Firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

K. Compliance With All Requirements

The Firm shall comply with all applicable Federal, State and Local laws, codes and regulations. The Firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

L. Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Court of Common Pleas of Montgomery County and shall not be subject to arbitration, except for compulsory arbitration as provided by Montgomery County Civil Rule 1301.
M. Additional Services

College may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

N. Subcontracting And Assignment Of Work

The Firm shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of College. A description of any work the Firm proposes to subcontract shall be submitted to College for review and approval along with the name and address of the individual, firm, or corporation that is the proposed sub-Firm. This submittal shall also include a list of the key personnel that the sub-Firm will assign to the project. All work performed by any sub-Firm shall be coordinated by the Firm and the Firm will be responsible to College for all work performed by any sub-Firm or special consultant.

O. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to College shall be given to Montgomery County Community College, Vice President for Finance & Administration, 340 DeKalb Pike, Blue Bell, PA 19422. The Firm agrees to notify College immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

P. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

Q. Nondiscrimination

If the resultant contract exceeds $10,000, during the performance of the contract, the Firm agrees as follows:

1. The Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The Firm will include the provisions of the foregoing paragraphs T.1., T.2., and T.3. in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-Firm or vendor.

R. Indemnification
To the fullest extent permitted by law, the Firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify College and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

S. Precedence Of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Firm's response to the Request for Proposals.

T. Investigations

College may make such reasonable investigations as deemed proper and necessary to determine the ability of a Firm to perform the work. The Firm shall furnish College all such information and data pertinent to the evaluation of the Firm's response to this Request for Proposals upon written request from College.

U. Anti-Terrorist Collusion Clause

The College must require that investment advisers, investment service providers and/or investment entities guard against making investments with banks and companies that may have hidden terrorist links.

________________________
Marie Ryan
Manager of Procurement
215-641-6688

APPENDIX A
SAMPLE FORM CONTRACT

RFP #13-030414RFP-01

THIS CONTRACT is entered into __________, 2014, by MONTGOMERY COUNTY COMMUNITY COLLEGE ("MCCC"), and ___________________________ ("the Firm").

The parties agree that in consideration of the attached fee schedule, the Firm will perform all services and deliver all goods in accordance with the requirements described in Request for Proposal RFP#13-030414RFP-01, dated February 13, 2014.

Contract documents, in addition to this CONTRACT and the above referenced Request for Proposal RFP#13-030414RFP-01, are the Certificate of Insurance and the proposal documents of the Firm, dated __________.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

MCCC agrees to make payment to the Firm for goods and services provided, as follows: Payments to the Firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month.
The signatures and seals of the parties are set out below in acknowledgment of this agreement.

**MONTGOMERY COUNTY COMMUNITY COLLEGE**

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Karen A. Stout  
President

**FIRM**

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COMMONWEALTH OF PENNSYLVANIA,  
CITY/COUNTY OF ________________________, to-wit:

The foregoing instrument was acknowledged before me this ______ day of _______________, 2014, by  
_________________ on behalf of ________________________.

My commission expires:  
_________________  
_________________  
Date  
Notary Public

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