



**Middlesex Community College**  
**Request for Proposal # MCC-2024-08**  
**Security Services**  
**Bedford and Lowell Campuses**

**Issue Date:**

February 7, 2024

**Bid Deadline – Proposals Must Be Received By:**

**March 6, 2024 at 11:59 PM EST**

Bids must be submitted electronically by emailing proposals to [purchasing@middlesex.mass.edu](mailto:purchasing@middlesex.mass.edu). Subject line in your email should reference RFP MCC-2024-08 Security Services. No paper or fax copies will be accepted.

**PUBLIC NOTICE**

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**Middlesex Community College  
Request for Proposals  
RFP# MCC-2024-08  
Security Services  
Bedford and Lowell Campuses**

Middlesex Community College (MCC) is soliciting competitive proposals for Security Services in Bedford and Lowell, Massachusetts, campuses of MCC. The 3-year contract term will begin on July 1, 2024 through June 30, 2027 with the option to renew for two (2) one (1) year terms.

Bid Documents will be available beginning **February 7, 2024** on <https://www.middlesex.mass.edu/purchasing/bids.aspx> and <https://www.commbuys.com>

Proposals must be submitted to [purchasing@middlesex.mass.edu](mailto:purchasing@middlesex.mass.edu) by **11:59 PM EST, on March 6, 2024**

**The pre-bid tour will be held at the address listed below.** The meeting will include a tour of the Bedford and Lowell campuses and will begin at **11:00 AM EST on February 15, 2024:**

**Middlesex Community College  
Bedford Campus  
Campus Center Lobby, Building #8  
591 Springs Road  
Bedford, MA 01730**

All times listed are understood to be Eastern Standard Time (EST) unless otherwise noted.

Proposals must be signed by an authorized agent of the company. Late proposals will not be considered.

Prices quoted must be available for acceptance for at least ninety (120) days after the bid closing date.

MCC reserves the right to accept the proposal deemed to offer the best value for the Commonwealth of Massachusetts and MCC. The Contract will be awarded to the Contractor who offers the best combination of price, capability and service options as determined by MCC. MCC reserves the right to reject any or all bids, wholly or in part, to withdraw its Request for Proposal, and/or to modify and reissue a Request for Proposal in the future.

February 7, 2024

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## INTRODUCTION

Middlesex Community College (hereinafter referred to as College or MCC), an agency of the Commonwealth of Massachusetts, is requesting proposals for Security Services in order to safeguard students, faculty, and staff of Middlesex Community College as well as College property.

## BACKGROUND

Middlesex Community College enrolled its first degree students in 1970. The annual enrollment is now approximately over 11,000 credit students (on-campus, on-line and hybrid classes). The College's primary service area is within the Middlesex county region in northeast Massachusetts. Operating in two campus locations, its original site in suburban Bedford and an urban campus in downtown Lowell, MCC is one of the largest community colleges in Massachusetts.

Middlesex Community College provides access to affordable education for a diverse community from all ethnic and economic backgrounds and identities, preparing individuals for success and lifelong learning. We promote academic excellence, provide workforce development opportunities, and empower all learners to become productive and socially responsible members of our local and global communities. To learn more about MCC, including the College's mission, vision, values, and programs, visit [www.middlesex.mass.edu](http://www.middlesex.mass.edu).

## BID SCHEDULE

Bid Issued	February 7, 2024
Pre-bid Tour	February 15, 2024 at 11:00 AM EST at Middlesex Community College Campus Center Lobby, Building #8 591 Springs Road, Bedford, MA 01730
Deadline for Written Bidder Questions	February 20, 2024 at 11:59 PM EST
Responses Posted By	February 23, 2024
Bids Due	March 6, 2024 at 11:59 PM EST
Finalist Presentations	On or around March 29, 2024
Anticipated Contract Award	April 12, 2024
Contract Start Date	July 1, 2024

Middlesex Community College is not responsible for delivery delays and will not open proposals received later than the deadline date and time as put forth in this RFP.

The date listed for Contract Award is an estimate and supplied only as a courtesy to Bidders.

Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English and all cost proposals or figures in U.S. currency. All times listed are Eastern Standard Time.

## SECTION I: INSTRUCTIONS TO BIDDERS

### GENERAL INFORMATION

1. **BID UNDERSTANDING:** By submitting a proposal, the bidder agrees and assures that he or she has examined the site and the specifications, and that the specifications are adequate, and the required results can be produced under the specifications.
2. **BID DISTRIBUTION:** This RFP has been distributed electronically using the Commonwealth of Massachusetts online solicitation system CommBuys (<https://www.commbuys.com>) as well as posted on the College's website at (<https://www.middlesex.mass.edu/purchasing/bids.aspx>). Interested parties are advised to check either of these sites throughout the RFP process to ensure they have the most recent information.
3. **BIDDERS' PRE-BID TOUR:** A campus walk-thru will be held at the location, date and time listed in the Bid Schedule. Attendance at this meeting is not mandatory for Contractors interested in bidding, but is strongly recommended.
4. **PROPOSAL DEADLINE:** Bid proposals are due by **11:59 PM EST on March 6, 2024**. Bids must be submitted electronically by emailing proposals to [purchasing@middlesex.mass.edu](mailto:purchasing@middlesex.mass.edu). File size limits are 10MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.  
Subject line in email should reference **RFP MCC-2024-08, Security Services for Middlesex Community College**. No paper or fax copies will be accepted.

The cost of producing proposals shall be borne by the interested bidders.

5. **FINALIST PRESENTATION:** Finalists may be required to present a formal presentation of their proposal on date/time listed in the Bid Schedule, to the Director of Safety and Campus Operations and other members of the MCC community. The presentation shall include, but is not limited to, description of current training practices to be implemented, recruitment, hiring and retention strategies, and a transition implementation plan.
6. **AMENDMENTS:** MCC reserves the right to amend or alter the bid at any time prior to the deadline for submissions of bid. Amendments will be posted on both sites listed in the Bid Distribution section. Bidders are advised to check either of the sites throughout the RFP process to ensure they have the most recent information. All amendments shall be covered in the proposal and shall be part of the contract.
7. **BIDDER COMMUNICATION:** Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFP, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Bidders may contact the contact person for this RFP in the event this RFP is incomplete or the bidder is having trouble obtaining any required attachments.

8. **QUESTIONS ABOUT RFP:** Questions concerning the RFP must be submitted in writing to Purchasing@middlesex.mass.edu by the date/time listed in the Bid Schedule. Responses will be posted on both sites listed in the Bid Distribution section by date listed in the Bid Schedule.
9. **MODIFICATIONS OR WITHDRAWALS OF PROPOSALS:** A bidder may modify or withdraw a proposal by email notice to purchasing@middlesex.mass.edu by the date and time set for Bid Deadline. Each modification must be numbered in sequence and must reference the original RFP.
10. **RIGHT TO CANCEL/REJECT BIDS:** MCC reserves the right to reject any bid proposal that is not in full compliance with the contract specifications, reject any or all bids wholly or in part, to waive technicalities or minor deviations; to make awards in a manner deemed in the best interest of MCC, and to correct any award or specification erroneously made as a result of a clerical error on the part of MCC.

MCC retains the right to cancel this RFP or any portion thereof at any time prior to the execution and approval of a Contract. Shall this occur, all proposals received in response to this RFP or the relevant portion thereof will be rejected. MCC reserves the right not to award a Contract if, at the sole discretion of MCC, it is in the best interests of MCC to re-bid or determine an alternate means to provide these services at MCC campuses. Should this RFP be cancelled, all expenses related to the preparation of responses to this RFP remain the responsibility of the Contractor.

11. **BID PRICES TO REMAIN FIRM:** All bid prices submitted in response to this RFP must remain firm for 120 days following the bid opening and throughout the Term of the Contract including renewal options.
12. **GENERAL INFORMATION:** All terms, conditions, requirements, and procedures included in this RFP must be met for a proposal to be determined responsive. If a bidder fails to meet any material term, condition, requirement, or procedure, its proposal may be deemed unresponsive and disqualified.
13. **CONTACT INFORMATION:** Christina Kelley, Director of Procurement, [kellyca@middlesex.mass.edu](mailto:kellyca@middlesex.mass.edu)

## **PROPOSAL REQUIREMENTS**

1. **PREPARATION OF PROPOSAL:** The accuracy and detailed completion of this proposal is essential. Omissions and/or equivocal statements will be construed against the Contractor. Since the successful proposal will be incorporated into the Contract, Contractors are cautioned not to make claims or statements to which they are not prepared to commit contractually.

It is essential that the instructions contained in this RFP be followed strictly for the accurate and timely evaluation of proposals. A proposal may be deemed non-responsive, at the MCC Procurement Department's discretion, if a Contractor fails to comply with the instructions of the RFP. MCC

further reserves the right to reject any and all proposals and will be the sole judge as to whether the Contractor's proposal has or has not satisfactorily met the requirements of the RFP.

## **2. PROPOSALS ARE TO INCLUDE:**

1. **Cover Letter:** Introducing the firm/individual
2. **Company Profile:** Provide company name, address, telephone number, contact person, email, and website. In addition, please include the following information:
  - Company's RFP point-person. Include title, phone number, and email address.
  - Company overview, including a brief history, mission, # employees, and # of years in operation.
  - Experience working with non-profits and/or state organizations and higher education.
3. **Required Documents for Bid:** Required Forms and Submissions to accompany the Bid should be included in the following order.
  1. Pricing Form (Form Included)
  2. Statement of Financial Strength (Form Included)
  3. Audited Financial Statements (as outlined, Section II, General Conditions)
  4. Statement of Tax Compliance (Form Included)
  5. Certificate of Non-Collusion (Form Included)
  6. Executive order 481- Contractor Certification (Form Included)
  7. Contractor Authorized Signature Verification Form (Form Included)
  8. Affirmative Action Plan Form or Submission (Form Included)
  9. Business Reference Form (Form included)
  10. Question and Answer Form (Form included)
  11. Commonwealth of Massachusetts Prompt Pay Discount Form (Form Included)
  12. Contractor Policy & Procedure Manual (as outlined, Section II, General Conditions)
  13. Equal Employment Opportunity Staffing Plan (EEO-100)

## **EVALUATION CRITERIA**

Proposals submitted will be evaluated by a committee whose members are representatives of the College.

The evaluation will be based on the following criteria:

1. Demonstrated ability of the bidder to operate an organized, innovative and efficient security service operation of the size and type required by the College. Demonstrated ability to project a professional image including but not limited to presentation, communicative skills, personal appearance, and corporate customer service.
2. Previous experience with institutions of higher education.
3. Projected contract cost based upon attached hourly rates.

4. Qualifications of the personnel to be assigned to the College including length of service, training, educational background and current relationships with law enforcement agencies.
5. Locations of the offices from which security services will be managed.
6. Description of the bidder's personnel training, staff development programs and the ability to minimize employee turnover.
7. Statement of procedure for conducting both in-state and out-of-state CORI and SORI background checks on all bidder employees.
8. Bidder's protocol for emergency response, including, but not limited to, training in "active shooter" response.
9. References.

Potential successful bidders selected for the interview process will be further evaluated based on responses to questions and scenarios posed by the selection committee.

### **AWARD AND CONTRACT EXECUTION**

1. **RULE FOR AWARD:** The Contract will be awarded to the Contractor who offers the best value through a combination of price, capability and service options as determined by MCC. The lowest bid does NOT constitute the winning bid. MCC reserves the right to award or reject any and all proposals in whole or in part, and to waive technicalities or minor deviations, irregularities, and omissions if, in its judgment, the best interests of the Commonwealth of Massachusetts and MCC will be served. No financial claim for any payment whatsoever shall be brought against MCC for any Contract award delays.
2. **TIME OF AWARD:** The contract will be awarded within sixty (60) days after the bid opening.
3. **EXECUTION OF CONTRACT:** The bidder to whom the Contract is awarded shall, within ten (10) working days after the prescribed documents are presented to him/her for signature, execute and send to Middlesex Community College, the signed Contract, copies of required insurance coverage. The Contract shall not be binding upon Middlesex Community College until it has been completely executed and a copy of such fully executed Contract is delivered to the Contractor.
4. **TRANSITION PLAN:** Following the Contract Award, the Contractor shall have their Account Manager meet with the Director of Safety and Campus Operations regarding the manner in which the services are to be implemented. **A full transition plan will be developed by the Contractor at least one month in advance of the contract start date.**

### **CONTRACT DOCUMENTS**

The contract between Middlesex Community College and the successful Contractor will include as integral parts thereof:

- Commonwealth Standard Contract Form and Instructions, and the Commonwealth Terms and Conditions (**Attachment M**)
- This RFP and amendments thereto



- Vendors response and amendments thereto Middlesex Community College RFP # MCC-2024-08 Security Services

In the event of a conflict in language between any of the above-mentioned documents, the provisions and requirements set forth or referenced in the Commonwealth contract documents and this RFP with the amendments shall govern. In the event that an issue is addressed in the response that is not addressed in the RFP, no conflict in language shall be deemed to occur.

The Contractor is required to complete, sign and return the Commonwealth of Massachusetts Standard Contract Form, W9, and all other required documents and forms including Certificate of Insurance (COI) within ten (10) business days of contract award.

The Contractor is required to provide the following required documents and certifications of completion for the following areas prior to Contract commencement and annually thereafter:

- Mandatory Background Checks (as outlined, Section II, General Conditions)
  - C.O.R.I.
  - Drug Testing
  - Fingerprinting
  - Motor Vehicle License Checks
  - S.O.R.I.
- Training (as outlined, Section II, General Conditions)
  - CPR/AED/First Aid Training
  - Clery Act
  - OSHA
  - Title IX
  - FERPA
- Transition plan (as outlined in Award and Contract Execution Section)
- Certificate of Insurance (COI) annual renewal (as outlined, Section II, General Conditions)
- Contractor employees - names, contact info and schedules (as outlined, Section II, General Conditions)

## **CONTRACT COMMENCEMENT AND TERMINATION**

1. **PERIOD OF CONTRACT:** The Contract will begin on July 1, 2024, for a period of three (3) years through June 30, 2027 with the option to renew for two (2) one (1) year terms.
2. **CONTRACT TERMINATION:**
  - (1) The contract may be terminated without cause by either Middlesex Community College or the Contractor by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.
  - (2) Middlesex Community College may terminate the contract if the contractor fails to fulfill the required obligations or fails to comply with the contract provisions by giving written notice to the Contractor at least seven (7) calendar days prior to the effective date of termination stated in the notice. The notice shall state the circumstances of the allege

breach and may state a period during which the alleged breach may be cured, which cure shall be subject to the Middlesex Community College's approval.

- (3) Middlesex Community College reserves the right to terminate any and all parts of the contract due to lack of or reduction in financial appropriation that fund the contract.

## SECTION II: GENERAL CONDITIONS

### 1. DEFINITIONS:

- **MCC** - Middlesex Community College
- **Bidder, Contractor** - An individual, corporation or other entity engaged in the business of supplying the services described in this solicitation, which has received a copy of the RFP. By responding to this RFP, the Bidder agrees that they have read and understand this document.
- **Director of Safety and Campus Operations**- MCC Director of Safety and Campus Operations/or designee. The Director of Safety and Campus Operations shall have the final responsibility in all operational matters pursuant to this Contract. MCC must approve amendments or modifications to the specifications set forth in the Contract, in writing, and in advance of implementation or performance.
- **Account Manager** - Contractor representative/or designee for management of MCC account.
- **Contract** - Binding agreement between MCC and the Contractor that incorporates all of the conditions of the RFP.
- **Term** - The period of time during which the Contract is in effect.
- **Employee/Security Officer** - Person(s) who are engaged in the performance of services rendered by this Contract employed by the Bidder/Contractor.

2. **CONDITIONS OF THE RFP:** This part of the RFP contains general conditions. The successful Bidder will furnish all personnel, materials, uniforms, equipment, training and services in conformance with the terms and conditions as outlined in these specifications. All stipulations covered under the RFP are part of the resulting Contract. MCC will not acknowledge Bidder's Terms and Conditions. No part of these services shall be sub-contracted without prior written consent of the Director of Safety and Campus Operations.

3. **WAGES:** Employees must be paid in accordance with all Massachusetts wage and hour laws, including but not limited to, M.G.L. c. 149-151. Contractor shall pay employees above Massachusetts minimum wage. Contractor will comply with all Federal and Massachusetts health insurance and health care laws and regulations.

4. **MANDATORY BACKGROUND CHECKS:** The Contractor shall certify with the Director of Safety and Campus Operations at the commencement of the Contract that the Contractor's employees have undergone a Criminal Offender Record Investigations (C.O.R.I.) and a Sexual Offender Record Investigation (S.O.R.I.) in New Hampshire, Massachusetts, and any state in which the employee resided prior to starting work on campus. Employee background checks resulting in a

positive for a felony offense and/or (3) three or more misdemeanors are automatically disqualified from employment under this MCC contract. Any result that affects the Security Officer's ability to maintain a valid driver's license will be disqualified from operating any MCC owned vehicles.

The Contractor must also submit recertification to Director of Safety and Campus Operations annually thereafter on all employees. Contractor will fingerprint all employees prior to beginning work at MCC, and provide Director of Safety and Campus Operations with fingerprints. This shall be a requirement for all full time, part time, substitute employees and/or subcontractors and any subcontractor's employees. Fingerprinting and C.O.R.I. and S.O.R.I. checks must be completed prior to any employee beginning work at MCC.

The Contractor is responsible for all costs associated with Fingerprinting, C.O.R.I. and S.O.R.I. checks and Motor Vehicle License checks. Contractor must provide proof of certification and annual recertification to Director of Safety and Campus Operations.

The Contractor shall notify employees they must report any changes in their C.O.R.I., S.O.R.I., Motor Vehicle License and criminal history reports during their term of work at MCC and are subject to discipline up to and including termination for failure to do so. The Contractor must notify the Director of Safety and Campus Operations of those changes. Employee driving record must have no violations in the last six (6) months or any pending license and/or vehicle violations.

The Contractor will be required to provide proof of driver's license and driving history for each of the employees prior to starting work on campus. The Contractor is responsible for certifying that all employees pass a drug-test prior to beginning work at MCC. The Contractor must provide certification to the Director of Safety and Campus Operations. This shall be a requirement for all full time, part time and substitute employees. The Contractor must also submit recertification to the Director of Safety and Campus Operations annually thereafter. The Contractor is responsible for all costs associated with all mandatory background checks and drug testing.

5. **CERTIFICATIONS:** The Contractor shall have complete responsibility for providing CPR/AED/First Aid training for all employees prior to work on campus at their own cost. Contractor will provide documentation of each certification to Director of Safety and Campus Operations prior to employees working on campus. Contractor must also submit recertification annually thereafter for all employees to Director of Safety and Campus Operations.
6. **OSHA TRAINING:** Contractor shall comply with all OSHA enforcement procedures for occupational exposure to blood-borne pathogens at Contractor's expense. All employees must have received minimum federal training on bloodborne pathogens, handling of hazardous materials, and instruction in the right-to-know laws and be fully able to understand Safety Data Sheets and other published notices before being allowed to work on MCC property at Contractor's expense. Training procedures, records, documentation, and certifications shall be submitted to Director of Safety and Campus Operations and annually thereafter.
7. **CLERY ACT & TITLE IX:** Employees shall be familiar with, and comply with, the Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act (Clery Act). This includes knowledge and maintenance of Clery logs and the Annual Security Report (ASR), and knowledge of

all Clery crimes and reporting requirements. Employees of the Contractor shall be designated as Campus Security Authorities (CSA's) and shall be certified with training and testing prior to assignment at MCC and annually thereafter. Contractor must provide proof of certification and annual recertification. Employees are also deemed Responsible Employees under Title IX and as such, shall be trained and certified and shall have a duty to report allegations to the Title IX Coordinator to the extent permitted under state law and in accordance with College policy. Clery Act and Title IX training and certifications shall be provided by and at the expense of the Contractor.

8. **THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA):** The Contractor agrees that it will protect the student data it receives from or on behalf of the College according to commercially acceptable standards and no less rigorously than it protects its own confidential information. At all times student data shall be protected from unauthorized disclosure and shall not be released to any other party for any reason without the College's prior written consent
9. **PROTECTION OF LIVES AND HEALTH:** The Contractor shall comply with all Federal, State and local laws, ordinances, rules, orders, regulations and codes in completing work under this Contract.

The Contractor shall take all precautions for preventing injuries to persons and property in or about the worksite.

The Contractor shall not permit smoking by employees on campus, nor allow the use of intoxicating beverages or nonprescription controlled substance drugs upon or about the worksite.

The Contractor shall indemnify and save harmless MCC, its officers and employees from all claims relating to work performed or furnished; for injuries to any person or corporation, or property damage, received or sustained by or from the Contractor, their employees and/or subcontractors and any subcontractor's employees in performing the work and for any act, omission or neglect of the Contractor and his/her employees therein engaged.

Should the Director of Safety and Campus Operations deem that the Contractor is not abiding by the provisions of this RFP or that a serious, unsafe condition exists, which threatens the health, life, safety or property of MCC community, the Director of Safety and Campus Operations at their discretion shall immediately suspend, in whole or in part, operations - without additional expense to MCC until such provisions are complied with or unsafe acts or conditions are corrected.

The Contractor shall keep itself fully informed of and comply with all existing Federal, State, County and municipal laws, orders, ordinances, rules, policies, procedures and regulations. This includes, but is not limited to, the Clery Act, OSHA regulations and Title IX, as well as those pertaining to affirmative action, equal opportunity and anti-discrimination as they pertain to students or persons engaged or employed in the workplace or to the materials and equipment used or employed in the work of all such orders.

10. **DISCRIMINATION AND SEXUAL HARASSMENT:** The Contractor must comply with the MCC's Policy on Affirmative Action, Equal Opportunity and Diversity, including policies on

discrimination & sexual harassment, while carrying out their activities on MCC property. Copies of MCC's policies may be obtained in Human Resources.

Middlesex Community College is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and other applicable statutes and MCC policies. MCC prohibits sexual harassment including sexual violence.

Inquiries or complaints concerning discrimination, harassment, retaliation or sexual violence shall be referred to the MCC Affirmative Action and/or Title IX Coordinator, the Massachusetts Commission Against Discrimination, the Equal Employment Opportunities Commission or the United States Department of Education's Office for Civil Rights.

**Non-Discrimination in Employment:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, gender identity, religion, genetic information maternity leave, military service, marital status or disability. The Contractor agrees to comply with applicable federal and state statutes, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all administrative and executive orders, where applicable.

The Contractor must also comply with the Violence Against Women Act (V.A.W.A.).

MCC reserves the right to disqualify any Contractor, person or entity seeking to provide services to MCC that fails to adhere to the prohibitions against discrimination in employment that are contained in this section.

11. **COMPLIANCE:** The Contractor and its employees shall comply with any and all applicable federal and state laws, as well as all applicable MCC policies and procedures governing the conduct of third-party service providers generally, and safety service providers specifically, in administering the provisions of this Contract. Contractor shall also comply, and ensure that its employees comply with all applicable provisions of the Contract.
12. **CONTRACTOR EMPLOYEES:** Contractor shall be responsible for ensuring their employees meet all legal requirements for employment in the United States and the Commonwealth of Massachusetts. All employees must have a high school diploma or equivalent at minimum and must be authorized to work in the United States.

Director of Safety and Campus Operations must approve all employees prior to the Contractor sending employees to work at MCC. The Contractor shall provide the Director of Safety and Campus Operations with the names of all employees working at MCC in advance of assignment to the account and on an as needed basis. Contractor must provide employee schedules, as well as employee contact information for all employees on the account. The Contractor must immediately

supply names of terminated employees and immediately return all equipment, including but not limited to, ID card, keys or associated materials and MCC property.

Contractor will notify the College when new security personnel are to be assigned and will ensure that they are properly trained in College procedures. The College reserves the right to require Contractor to remove any employee and bar him/her from the College's premises and replace said employee with a new hire.

MCC assumes no liabilities or responsibilities for any actions or consequences of actions by the Contractor's employees.

13. **EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION:** The Contractor shall not use undocumented employees in connection with the performance of all Executive Branch Contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such Contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each Contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, Contract suspension or termination. The Contractor agrees to comply with all state and federal immigration laws.

14. **MCC PROPERTY AND SECURITY:** MCC can neither accept nor assume responsibility for the security of the Contractor's equipment if stolen or vandalized. The Contractor shall not represent his/herself to be an employee or agent of MCC. The use of MCC's name or logo on letterhead, billheads and signs or in any other manner by the Contractor is not permitted. The Contractor shall comply with all policies and procedures promulgated by MCC. The Contractor shall not sublet any of the assigned premises for conducting business without the advanced written permission of MCC.

At the termination or cancellation of the Contract, the Contractor shall give up and deliver to MCC the premises promptly and in as good condition as at the time of commencement of the Term. The Contractor shall remove all its detachable equipment unless otherwise agreed upon by MCC, subject to any lien, which MCC may have to secure any unpaid charges due under this Contract.

The Contractor shall be responsible for all breakage and damage to property (real and personal) that may occur as a result of the fault, negligence or non-performance of duty on the part of her/himself or her/his employees in connection with the performance of the work herein specified. Repair or replacement of any such damage shall commence by the Contractor within forty-eight (48) hours after notification of such damage and shall be completed expeditiously to the satisfaction of the Director of Safety and Campus Operations. Any damage occurring due to work or related activities under this Contract shall be repaired at the Contractor's expense and to the satisfaction of MCC.

15. **GUARANTY AND WARRANTY:** The Contractor shall pay to MCC all expenses, losses and damages incurred as a consequence of any defect, omission, negligence or error by the Contractor's employees, its Subcontractor's or its Subcontractor's employees.

16. **CONTRACTOR'S INSURANCE:** The Contractor agrees to furnish and keep in full force during the Term of the Contract the following insurance coverages.

- a. General Liability at a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Certificate of Insurance must contain Sexual Abuse and Molestation Coverage.
- c. Statutory Workers Compensation in the state of Massachusetts including Employers Liability at minimum limits of \$500,000/\$500,000/\$500,000.
- d. Automobile Liability with coverage for owned, hired and non-owned vehicles at a minimum limit of \$1,000,000 C.S.L. for Bodily Injury and Property Damage.
- e. Excess "Umbrella" Liability at a minimum limit of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage.
- f. Middlesex Community College, Commonwealth of Massachusetts, it's trustees, officers, employees or their agents must be named as Additional Insured for the above referenced policies (except Workers Compensation). Include Waiver of Subrogation and policies must be primary and non-contributory.

The Contractor shall submit to MCC, promptly upon bid award, and annually thereafter, copies of all required insurance certificates.

17. **GENERAL PROVISIONS:** The Contractor shall not subcontract any portion of this Contract unless approved in writing by the Director of Safety and Campus Operations.

Proposals must be made on the forms supplied by MCC. Should the Bidder find discrepancies in or omissions from the specifications or shall be in doubt as to their meaning, he/she shall at once notify MCC in writing. MCC shall not be responsible for any oral instructions. In turn, if MCC desires, it will notify the other Bidders in writing. Any bulletins and/or addenda issued during the time of bidding are to be covered in the proposal and are to be considered binding aspects of the final Contract.

MCC shall execute a Contract award letter to the successful Bidder. The Contractor is required to complete and return the Commonwealth of Massachusetts Standard Contract Form, W9 and all other required documents and forms within ten (10) business days.

MCC encourages participation in the Supplier Diversity Program (SDP) as outlined by Executive Order 237. This program was established to promote supplier diversity in public Contracting. The program encourages the award of state Contracts in a way that strengthens and increases business opportunities for Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and Service-Disabled Veteran Business Enterprises (SDVOBEs). In 2015, the SDP was expanded to include Veteran Business Enterprises (VBEs), Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBEs); and Disability-Owned Business Enterprises (DOBEs).

The Contractor agrees to comply with all state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), VAWA, Clery Act, and Title IX.

Pursuant to M.G.L. c.62C, Section 49A, the Contractor certifies that it has complied with all Federal and State tax laws.

MCC is exempt from Federal Taxes and Massachusetts Sales Taxes. Prices quoted shall not include taxes.

18. **CONFLICT OF INTEREST:** A Bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion or connection of any kind with any other Bidder, and that the Bidder is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

19. **CLARIFICATION OF PROPOSALS:** Any Contractor submitting a proposal may be required to discuss or clarify their proposal with the selection committee at any time during the procurement process. Only the Procurement Department shall make requests for such discussion or clarification.

The selection committee is not required to seek clarification of Contractor proposals. Therefore, the Contractor shall be as clear and unambiguous as possible in their responses to the specifications and be certain of their procedural specifications.

20. **FINANCIAL STABILITY:** Bidder must submit audited Financial Statements by an independent accountant for the past (3) three years. The statements will not be returned. The Bidder may be evaluated based on the strength of the report.

21. **RETURN OF PROPOSALS:** MCC shall be under no obligation to return any proposals or materials submitted by a Contractor in response to this RFP.

22. **EVALUATION OF PROPOSALS:** MCC is not bound to accept any proposal based on price alone. MCC further reserves the right to reject any and all proposals and will be the sole judge as to whether the Contractor's proposal has or has not satisfactorily met the requirements of the RFP.

23. **POLICY AND PROCEDURE MANUAL:** Contractor must provide, with bid submission, a copy of their current policy and procedure manual for review by MCC.

24. **AMENDMENTS TO THE CONTRACT:** MCC reserves the right to amend the Contract arising from this RFP and in particular, to add or remove services. Service may be modified based upon enrollment, available funding and MCC needs.

25. **GOVERNANCE:** The Contract as described in the specifications shall be governed by and construed by the Laws of the Commonwealth of Massachusetts and will constitute the entire Contract between parties. The Contract specifications may not be varied unless specified in writing and signed by both parties. Paragraph headings are for convenience only and are not intended to expand or restrict the scope of substance of the provisions of this Contract. Middlesex County, Massachusetts, shall be the proper venue for any litigation involving this Contract.

26. **PRICE LIMITATION:** The Bidder must agree that no other state or public entity customer within the Commonwealth of Massachusetts of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the Contract Term, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes



that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the Contract Term in the absence of proprietary information being part of such Contracts.

27. **ACCESS TO CONTRACTOR RECORDS:** MCC shall have the right to inspect the Contractor's books, records and other compilations of data which pertain to the performance of provisions and requirements of this Contract at Director of Safety and Campus Operations' discretion. Records to be made available include, but are not limited to, employee training and certifications, payroll, schedules, incident reports, duty logs and other documentation requested by Director of Safety and Campus Operations.
28. **PAYMENT PROCEDURE AND TERMS:** Contractor shall submit invoices on a weekly basis for the previous week's service. Invoices are net 30 days upon receipt. Each invoice shall be itemized by date, campus and include total service hours. Contractor must include backup documentation that corresponds to the invoice, such as, but not limited to, timesheets and employee schedules. The College will pay Contractor in arrears for services and/or equipment/vehicles/reimbursables performed under this Agreement. Contractor shall bill the College at hourly rates as reflected on "Pricing Form" per security services personnel provided to the College. MCC, at the sole discretion of the Director of Safety and Campus Operations, reserves the right to withhold payment if Contractor fails to adhere to the terms of the Contract.

All Bidders responding to this procurement are encouraged to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments (see attached form).

29. **WEAPONS CLAUSE:** Employees are prohibited from bringing and/or carrying weapons of any kind on campus in accordance with Massachusetts General Laws Chapter 269 s 10(j), which prohibits weapons on campus, including but not limited to, loaded or unloaded firearms, knives, metallic knuckles, nunchakus, shuriken or similar pointed star like throwing object, any armband made with metallic spikes or studs, or any other object deemed dangerous by the Director of Safety and Campus Operations. Ammunition, air rifles, and BB guns are also strictly prohibited. The Director of Safety and Campus Operations shall have final discretion to determine whether an object is determined as a weapon or inherently dangerous. Contractor shall abide by all MCC policies.
30. **MASSACHUSETTS PUBLIC RECORDS LAW:** All responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26(h). Any statements reserving any confidentiality or privacy rights in submitted Responses or otherwise inconsistent with these statutes will be void and disregarded.
31. **NO GUARANTEE OF PURCHASE:** The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFP. Any estimates or past procurement volumes referenced in this RFP are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

### SECTION III: SCOPE OF WORK

1. **SECURITY ASSESSMENT:** Provide an initial security assessment of Middlesex Community College within 90 days of contract commencement. Provide best practice recommendations including policies and procedures.
2. **SERVICE AND STAFFING:** The Contractor must demonstrate the capability to service MCC year-round (365 days), seven (7) days each week, twenty-four (24) hours each day. Service is required daily and exact hours are subject to change based on operating hours and class/event schedules. Contractor must provide adequate staffing. All employees must be able to communicate in English, verbally and written. Sufficient substitute personnel must be available within 2 hours, in the event of personnel absenteeism. All employees shall be at least 21 years of age. Proposed schedule listed below.
3. **SPECIAL EVENTS:** Special Events are MCC and Public/Community events deemed by the Director of Safety and Campus Operations or MCC Events Coordinator that may require additional services or a change in regular service to accommodate the needs of MCC. The Director of Safety and Campus Operations will be responsible for coordinating all Special Event requests to the Contractor. Any extra hours will be coordinated by the Director of Safety and Campus Operations. Special events shall be paid at standard Security Officer, Shift Supervisor and Account Manager rates.
4. **POSITIONS REQUESTED:** Below is a summary of general position/duty descriptions. Additional positions and/or duties may be added throughout the term of the Contract at the sole discretion of the Director of Safety and Campus Operations.
  - **ACCOUNT MANAGER:** For purposes of Contract management, the Contractor must provide an individual who will be named the Account Manager for the Term of the Contract. The role of Account Manager will be to serve as the liaison between the Contractor and MCC. This Account Manager will represent the Contractor for all MCC locations. The Account Manager will work a shift mutually agreed upon by the Contractor and Director of Safety and Campus Operations which may include weekends or split days off. Account Manager must be available on a 24 hour basis, and will have a system in place for periodic spot checks and quality control visits to each site. The Account Manager will provide frequent, regular reports to the Director of Safety and Campus Operations with information to include, but not limited to, communication, quality control, personnel, training, and field inspections. The Account Manager's duties include, but are not limited to, Clery Act and Title IX compliance, radio communications, pass-ons, payroll, scheduling, trainings and all general staffing requirements. The Account Manager is responsible for the supervision and/or management of all Security Officers and other Contractor personnel. Account Manager must meet on a regular basis with the Director of Safety and Campus Operations to review performance compliance and employee performance.
  - **SHIFT SUPERVISOR:** Responsible for the day-to-day operations of the client facility during their shift. Shift Supervisor will be on the second shift (1400-2200) Monday – Friday. The shift supervisor will oversee the daily operation and report any suspicious or malicious

activity as well as any incidents to the Account Manager as well as the Director of Safety and Campus Operations. The shift supervisor will also ensure contract compliance through patrols and inspecting critical areas outlined in the post orders as well as supervising on shift public safety officers.

- **SECURITY OFFICER:** Security Officers will be supervised by the Account Manager and/or Director of Safety and Campus Operations. There may be times Security Officers will need to obey lawful orders from a member of the Director of Safety and Campus Operation's team. Assigned post orders for Security Officers are subject to change at the discretion of the Director of Safety and Campus Operations. Security Officer duties include, but are not limited to, all General Staffing Requirements.

5. **GENERAL STAFFING REQUIREMENTS:** The following requirements, including but not limited to, apply for all Contractor employees:

- Conduct themselves in a courteous, customer service focused and professional manner at all times.
- Cell phone use is prohibited unless on break or during the authorized course of duty.
- Must be able to answer multiple phone lines and handle radio communications.
- Maintain accurate logs, including but not limited to Clery required crime logs.
- Employees are prohibited from disclosing confidential information and may be required to sign confidentiality agreements as determined by the Director of Safety and Campus Operations.
- Excellent communications skills.
- Staff central security stations as necessary (see list below):
  - Bedford
    - Building 10 (Cataldo Building) Lobby
    - Lot D Guard Shack
  - Lowell
    - Cowan Building Lobby
    - Derby Building Lobby
- Must be capable of intensive and prolonged physical activity in both emergency and non-emergency situations that include, but are not limited to running, standing, bending, sitting, climbing, lifting, and withstanding exposure during extreme weather conditions.
- Must notify Director of Safety and Campus Operations of an emergency situation and regard the orders of the police officer or communications professional on duty when applicable. When no police officer is on duty the employee shall call 911 for an emergency and employees shall only work within the scope of their training and ability.
- Must work with respective Fire Departments, Local, County, State, or Federal law enforcement who are responding to an incident on MCC property.
- Required to enforce the building security policies and procedures appropriately and accurately. These include, but are not limited to, Tobacco free campus rules, parking policies, lost key and badge policies, as well as evacuations and shelter in place orders.
- Must protect the safety of students, employees, and visitors. Officers must ensure that all issues are captured in the daily log, and a report written per MCC policies and procedures.
- Must report any and all safety issues to Director of Safety and Campus Operations.

- Prevent property loss through theft, vandalism, and fire via through uniformed officers, visibility and patrol.
- Officers are prohibited from bringing weapons of any kind on campus, without express written permission from the Director of Safety and Campus Operations.
- Monitoring compliance with campus parking and vehicle regulations as assigned by MCC. Safety situations should be rectified immediately. Only personnel designated by MCC shall issue campus parking violation tickets.
- Patrol and secure the campus areas and all building and facilities situated there. Contractor duties shall include at least two inspection tours of the campus buildings during a normal shift at irregular times. Such tours will include computerized record of inspection at critical areas. Vehicle patrols will be included during shifts.
- Employees will be required to monitor vehicles entering and within the parking lots, and may be required to assist vehicles with parking.
- Control entrance and exit to and from each campus.
- Conduct routine interior, exterior and parking lot foot patrols and use electronic tracking equipment as directed.
- Control/direct traffic and enforce traffic and parking regulations, as directed.
- Lock and unlock various doors as directed.
- Activate and extinguish lights and necessary mechanical devices as directed. Secure windows after normal operating hours.
- Respond to incidents of fire, theft, vandalism and all other types of suspicious, wrongful, or unlawful acts, including unauthorized and unlawful entry upon or use of grounds. Respond to medical emergencies and provide “first response evaluation”.
- Monitor security and fire alarm systems.
- Monitor CCTV.
- Report any hazardous condition, and follow emergency procedures.
- Prepare reports of any accident, fire, unlawful acts, etc., as directed.
- Fly the United States Flag and Commonwealth of Massachusetts flag as directed.
- Shall be responsible to the Director of Safety and Campus Operations or his/her designee, who shall stipulate the specific tours and duties to be performed. Projected levels of service based on current security services are described in Attachment C. Contractor shall accept orders from the Director of Safety and Campus Operations or his/her designee as such orders may result from special circumstances or emergencies providing the orders are in compliance with all applicable federal, state and municipal laws, ordinances, by-laws and regulations. To the extent that Contractor’s personnel do not follow the orders of the College’s Director of Safety and Campus Operations or designee, any claims resulting there from shall be the sole responsibility of Contractor.
- Personal vehicles used for patrol purposes will not be permitted.
- Shall furnish at their sole expense all consumable supplies required by the security services operations.
- Shall maintain the security service operation hours outlined in Attachment C subject to change based upon 24 hours’ notice at the direction of the College’s Bedford and/or Lowell Director of Safety and Campus Operations.
- Agrees at all times and solely within the parameters of assigned duties as prescribed in the Security Procedures manual to safeguard College property as well as the College’s students,

faculty and staff from injury or loss in connection with services provided under this Agreement at the College.

- Contractor's vehicles should be equipped with battery jumper cables and lock-out prevention tools to assist the public.
- Officers shall not be involved in the unlawful manufacture, distribution or possession of alcohol or drugs, or engaged in any other illegal activity.
- Officers are prohibited from wearing headsets unless authorized by Director of Safety and Campus Operations.
- Officers may be required to operate an MCC owned vehicle to transport students.
- Officers may be required to remain on shift until properly relieved by the next shift.
- Officers may be required to remain on shift should there be an emergency or required by the Director of Safety and Campus Operations.
- Provide student/staff/faculty escorts to and from vehicle as requested.
- Other duties as assigned.

6. **INCIDENT REPORTS:** All employees must be able to complete in a clear and coherent manner campus incident, witness, and accident reports in their entirety using the MCC Incident Report System in accordance with MCC Public Safety policy and procedures, and state and federal regulations and law, including but not limited to the Clery Act, Violence Against Women Act, Title IX, and all other mandated reporting purposes for higher education institutions.

- Reports for incidents should be filed by the close of the shift period and emailed to the Director of Safety and Campus Operations.
  - An incident is defined as, but not limited to, the following:
    - An apparent or suspected crime against the campuses or any staff, students, or visitors
    - An apparent trespass onto the campuses' owned, leased or used property
    - A verbal or physical confrontation that occurs on the campuses' owned, leased, or used property
    - Any fire or hazardous conditions found to be existing on the campuses' owned, leased or used property, and the steps taken to eliminate or improve such conditions
    - Any reported student conduct violation
    - Medical Incident
    - Evacuation of building
    - Facilities building safety concerns

7. **DAILY LOG:** A daily log is to be maintained and shall include but not limited to, complete duty instructions, communication instructions for changing MCC needs, emergency procedures, and emergency contact information and daily updates. Employees must review this log upon reporting for duty. Employees will be responsible for reading all logs and incident reports that were reported after their last duty shift.

8. **BUILDING TOUR TRACKING DATA:** Provide all electronic cloud based tour data to Director of Safety and Campus Operations on a daily basis.

9. **SHUTTLE SERVICES:** The Contractor may be required to operate an MCC vehicle between the Bedford and Lowell campuses to transport students and staff. All drivers must be properly licensed. The Contractor is required to provide a certification process for all employees prior to operating the vehicle.
10. **UNIFORM/EQUIPMENT/SUPPLIES:** All employees will be dressed in distinctive, clean, neat-appearing uniforms and MCC issued identification badges. Uniforms shall be supplied and paid for by the Contractor. The style of uniform will be determined by Director of Safety and Campus Operations. These may include suits, polos, and/or reflective type security wear. The Contractor shall ensure that all employees wear proper and neat appearing footwear while executing this Contract. The Contractor will ensure all employees have the proper clothing for all weather conditions, including rain, snow, and extreme cold. The Contractor shall also provide safety vests and exterior clothing, flashlights and other uniform/equipment as determined and approved by the Director of Safety and Campus Operations. The Contractor will be responsible for providing all equipment necessary to meet the terms of this RFP throughout the Term of the Contract and is responsible for proper compliance with all such equipment requirements. No equipment may be taken from MCC property and, if inadvertently removed, Contractor shall ensure all equipment is returned within four (4) hours. MCC is not responsible for the cost or providing the necessary footwear, clothing and equipment for employees.

The Contractor shall be required to provide communication devices including but not limited to smart phones, computers, printers, electronic cloud based building tour tracking devices and other items deemed necessary by the Director of Safety and Campus Operations. MCC shall provide radios for employees.

11. **TRAINING:** The Contractor shall be responsible for training of all employees at the Contractor's expense. Contractor must train employees on CPR/First Aid/AED, Clery Act, OSHA, Title IX and other required trainings requested by Director of Safety and Campus Operations. Contractor shall provide detailed plans and schedules to Director of Safety and Campus Operations to comply with annual certification training programs for employees. Contractor must supply certifications for employees assigned to the MCC campus.

Contractor shall also be responsible for providing training to employees on customer service, emergency evacuations, proper written documentation, post orders, departmental policies, and general Security Officer patrol duties. The cost of all trainings shall be borne solely by the Contractor. Other trainings may be required throughout the Term of the Contract; this may necessitate employees engaging in other learning activities, including but not limited to, classroom or online learning. Contractor shall provide at least a minimum of 16 hours of on-the-job/in-service training for employees and remedial training prior to commencement of work and as needed when requested by the Director of Safety and Campus Operations.

Contractor shall provide detailed plans and schedules to Director of Safety and Campus Operations to comply with annual certification training programs for employees. Annually, Contractor shall be expected to provide a minimum of 16 hours of training based on best practices, remedial training, or newly implemented policies, regulations, laws, or procedures. This training will be created,

presented and tracked by the Contractor in conjunction with the Director of Safety and Campus Operations, and submitted upon request to the Director of Safety and Campus Operations.

12. **RECOGNITION PROGRAM:** The Contractor shall, at its own expense, establish a formal recognition program for all assigned Security Officers working at Middlesex Community College. At a minimum, the program shall include the following components and awards:

- Security Officer of the Month- \$50 paycheck bonus, and certificate.
- Security Officer of the Year- \$250 paycheck bonus, certificate, and plaque.

In addition, a rolling (annual) plaque should be maintained in the Security Office including the names of all monthly winners and the yearly winner. MCC will be responsible for selecting the candidates.

13. **SERVICE LOCATIONS:** The MCC Campuses are comprised of a variety of classrooms, office spaces, bookstores, cafes, lounges, common areas and other learning environments. Below is an outline of MCC building locations and approximate square footage:

<b>Building Location (see attached campus map)</b>	<b>Property Type</b>	<b>Approx. Sq. Ft.</b>
<b>Bedford Campus</b>		
Academic Resources Building 1	State	19,528
Bedford Library Building 1A	State	14,800
Farm House Building 2	State	3,200
Henderson Hall Building 3	State	46,900
Trustees' House Building 4	State	9,800
Bedford House Building 5	State	8,500
North Academic Building 6	State	28,800
South Academic Building 7	State	18,700
Campus Center/Bookstore Building 8	State	24,100
Enrollment Center Building 9	State	19,300
Cataldo Administration Building 10	State	15,200
Facilities Management Building 11	State	17,500
Meetinghouse	Leased	3,300
<b>Lowell Campus</b>		
MCC Cowan Center	State	124,000
Federal Building	State	39,500
Talbot Building	State	52,000
Derby Building	State	20,720
Pollard Building	Leased	50,000
Facilities Management (Howe Building)	Leased	34,000
Nesmith House	Leased	7,840
Academic Arts Center	State	22,060

<b>PARKING LOT LOCATIONS</b>	<b># of Parking Spaces</b>
<b>Bedford Campus</b>	
Student Parking Lot A	109
Student Parking Lot D	128
Student Parking Lot F	26
Student Parking Lot G	448
Student Parking Lot J	28
VA Parking Lot	400
Faculty/Staff Parking Lot B	85
Faculty/Staff Parking Lot C1	22
Faculty/Staff Parking Lot C2	21
Faculty/Staff Parking Lot D	45
Faculty/Staff Parking Lot I	17
Faculty/Staff Parking Lot M	40
Visitor/Carpool Parking Lot E	30
<b>Lowell Campus</b>	
Federal Building	18
Cowan Center Faculty/Staff Parking	47

14. **BUILDING HOURS:** Building hours vary by semester and campus. Employees shall open the buildings prior to morning classes and close the buildings at times after classes have ended for the day. Students are not allowed access to the buildings when buildings are closed. Staff and faculty have building access through keys, access control cards and push button code locks. Bookstores and Cafés are managed by outside agencies and will operate at specific hours. Students, staff, parents, guests and community individuals may use the public spaces on campus and, at times, members of the public will be invited on campus for specific events.
15. **KEY POLICY:** Employees shall be required to sign keys in and out upon the commencement and conclusion of each shift. The Contractor shall be financially responsible for the loss of any key(s) assigned to Security Officers for use during their tour of duty, whether regularly scheduled or working as part of an additional staffing request. Keys that are unaccounted for, for a period of twenty-four (24) hours, shall be considered lost. The Contractor shall be financially responsible to re-key all impacted areas of the lost key(s) to make MCC whole, as if the keys were not lost. Keys may not be taken from the property and, if inadvertently removed, Contractor shall ensure their return within four (4) hours. Missing keys shall be immediately reported to the Contractor and Director of Safety and Campus Operations; a written incident report must be generated immediately. The report must include the name(s) of the person(s) who last possessed the keys, as well as the time and location the key was last accounted for.



### **SECTION III: REQUIRED DOCUMENTS**

**Required Forms and Submissions to accompany the Bid in the following order.**

1. Pricing Form (Form Included)
2. Statement of Financial Strength (Form Included)
3. Audited Financial Statements (as outlined, Section II, General Conditions)
4. Statement of Tax Compliance (Form Included)
5. Certificate of Non-Collusion (Form Included)
6. Executive order 481- Contractor Certification (Form Included)
7. Contractor Authorized Signature Verification Form (Form Included)
8. Affirmative Action Plan Form or Submission (Form Included)
9. Business Reference Form (Form included)
10. Question and Answer Form
11. Commonwealth of Massachusetts Prompt Pay Discount Form (Form Included)
12. Contractor Policy & Procedure Manual (as outlined, Section II, General Conditions)
13. Equal Employment Opportunity Staffing Plan (EEO-100) (Form Included)

**The Contractor is required to complete and return the Commonwealth of Massachusetts Standard Contract Form, W9 and all other required documents and forms within ten (10) business days of contract award. These requirements are listed below for reference:**

- Commonwealth of Massachusetts Standard State Contract and Terms and Conditions
- W-9
- Certificate of Insurance (COI)

**The Contractor is required to provide the following required documents and certifications of completion for the following areas prior to Contract commencement and annually thereafter:**

- Mandatory Background Checks (as outlined, Section II, General Conditions)
  - C.O.R.I.
  - Drug Testing
  - Fingerprinting
  - Motor Vehicle License Checks
  - S.O.R.I.
- Training (as outlined, Section II, General Conditions)
  - CPR/AED/First Aid Training
  - Clery Act
  - OSHA
  - Title IX
  - FERPA
- Transition plan (as outlined, Section I, Award and Contract Execution)
- Certificate of Insurance (COI) annual renewal (as outlined, Section II, General Conditions)
- Contractor employees - names, contact info and schedules (as outlined, Section II, General Conditions)

**ATTACHMENT A – STATEMENT OF FINANCIAL STRENGTH**

Under penalty and perjury of law, I \_\_\_\_\_, certify that  
*(Print Name)*

\_\_\_\_\_ is financially solvent and has been operating in the  
*(Business Name)*

black for at least the preceding three (3) years.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

**ATTACHMENT B – STATEMENT OF STATE TAX COMPLIANCE**

Pursuant to M.G.L. Chapter 62C, S 49A, as amended by Chapter 233 of the Acts of 1983,

Section 36, I \_\_\_\_\_ authorized signatory for

*(Name & Title)*

\_\_\_\_\_ whose principal place of business is at

*(Contracting Party)*

\_\_\_\_\_

*(Address)*

do hereby certify under the pains and penalties of perjury that \_\_\_\_\_

*(Contracting Party)*

has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Contracting Party's Social Security or Federal I.D. Number: \_\_\_\_\_

\_\_\_\_\_

*(Authorized Signature)*

\_\_\_\_\_

*(Date)*

**ATTACHMENT C – CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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*(Signature of individual submitting bid or proposal)*

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*(Name of business)*

# ATTACHMENT D – VENDOR AUTHORIZED SIGNATURE VERIFICATION FORM

**Individuals:** Individuals have **two options** to verify signature authorization:

- 1. **Official Sample of Signature.** Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, **OR**
- 2. **Notarization.** In the alternative, the Bidder can have their signature notarized in the space below.

**Corporations:** Corporations have **two options** to verify signature authorization.

- 1. **Authorization and Clerk Certification:** The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) **AND** that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (**NOTE:** Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); **OR**
- 2. **Authorization and Official Sample of Signature or Notarization** (Complete both "a." and "b." below)
  - a. **Authorization:** The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation **AND:**
  - b. **Official Sample of Signature or Notarization (Select one option)**
    - **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature **OR**
    - **Notarization.** Have each of the signatory's signature notarized (made in a notary's presence) below.

**Partnership or Other Entities**

- 1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity **AND**
- 2. **Official Sample of Signature or Notarization:** (Select one option)
  - a. **Official Sample of Signature** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; **OR**
  - b. **Notarization** Have their signature notarized in the space below.

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## THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

**PRINT SIGNATORY'S FULL LEGAL NAME:** \_\_\_\_\_

**SIGNATURE:** (as it will appear on documents) \_\_\_\_\_

(NOTARY) I, \_\_\_\_\_ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder and the individual's identity was verified, on this date: \_\_\_\_\_, 20 \_\_\_\_\_. My commission expires on:

**OR**

(CORPORATE CLERK) I, \_\_\_\_\_ as corporate clerk of the Bidder/Vendor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Vendor. This date: \_\_\_\_\_, 20 \_\_\_\_\_.

**AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:**

**ATTACHMENT E – AFFIRMATIVE ACTION PLAN FORM**

*(Required for procurements of \$50,000 or more - employers only)*

Bidder: \_\_\_\_\_

RFP Name/Title: \_\_\_\_\_

RFP Number: # \_\_\_\_\_

Pursuant to Executive Orders 227 and 246, any contract with a potential financial benefit of \$50,000 dollars or more requires a bidder to submit an Affirmative Action Plan. The format for Affirmative Action Plans shall be determined in accordance with the Executive Orders and the procuring department’s secretariat, if the secretariat specifies a format.

**If a format has not been specified by the department's secretariat, bidders will be required to complete either A or B below:**

**A. BIDDER MUST ATTACH A COPY OF AFFIRMATIVE ACTION PLAN TO RFP RESPONSE.**

**OR**

**B. BIDDER MUST COMPLETE THE FOLLOWING CERTIFICATION OF AFFIRMATIVE ACTION PLAN.**

**IN WITNESS WHEREOF**, the bidder certifies under the pains and penalties of perjury, that as an employer, it is committed to non-discrimination in employment and if selected to execute contracts with the Commonwealth of Massachusetts shall also be committed to procure commodities, services and supplies from certified minority and women-owned business enterprises, businesses owned by individuals with disabilities and businesses owned and controlled by socially or economically disadvantaged individuals, both in the performance of contracts with the Commonwealth of Massachusetts and in the performance of its business generally, as certified by the execution of this certification by an authorized signatory of the bidder as of the last date indicated below.

X \_\_\_\_\_  
(Signature of Authorized Signatory of Bidder)

PRINT NAME: \_\_\_\_\_  
(Print Name of Authorized Signatory of Bidder)

TITLE: \_\_\_\_\_  
(Print Title of Authorized Signatory of Bidder)

DATE: \_\_\_\_\_

**ATTACHMENT F – BUSINESS REFERENCE FORM**

Three references are required and may be contacted to confirm the bidder’s abilities and qualifications. MCC may deem the bidder’s response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Bidder: \_\_\_\_\_

RFP Name: \_\_\_\_\_

Company name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: # ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: # ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: # ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Description and date(s) of commodities and services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT G – QUESTION AND ANSWER FORM

(Please answer in full and attach on separate sheet)

1. Describe current projects (include name of project, owner, Contract amount, percentage completed and scheduled completion date).
2. Has this business ever defaulted on a Contract?
3. Has this business ever failed to complete any project awarded to it?
4. Provide recommended staffing plan associated with pricing form.
5. List and provide a brief resume of key personnel available to support the Contract.
6. Describe in detail employee recruitment strategies.
7. Please explain how you respond when concerns are raised about work quality or failure to adhere to Contract terms. Who receives such calls and what is the protocol for resolution?
8. How will you plan to fill a last-minute position for employees who are late, sick or suddenly need time off?
9. Do you provide site-specific orders to your Security Officers?
10. What are your profit margins?
  - a) What are your overhead costs?
11. What is your turnover rate and how is it calculated?
12. What tools do you use to create accountability for your employees?
13. How do you train your employees on the Clery Act, Title IX, OSHA and FERPA?
14. Describe in detail employee training programs provided prior to assigning employees to a site?
  - a) Describe in detail your in-service training program.
  - b) Describe in detail your fire safety and building evacuations training program.
15. What is your practice of disciplining employees in a hybrid organization, with law enforcement supervisors on each shift?
16. Describe in detail all employee benefits (full-time and part-time), including but not limited to health insurance, vacation leave, personal leave and sick time.
17. Describe any other benefits that would be provided to MCC upon award.
18. What other incentives do you offer to motivate your employees?
19. Describe in detail all equipment to be utilized, supplied and provided by Contractor in the delivery of campus public safety and security services to MCC
  - a) Supplemental equipment and/or tools that may add value with no additional cost.
20. Provide any recommendations, suggestions, and associated pricing for recommended service enhancements.
21. Will you provide annual increases for longevity, separate from merit raises, to employees for each year of service at MCC? If so, please describe in detail.
22. Describe in detail staffing coverage during employee lunch/breaks.
23. Briefly describe mission of a community college and include your understanding of the student body and your philosophy on deterring disruptive behavior and conduct violations.
24. Explain strengths and challenges with working in a diverse academic environment and how equity and inclusion are embedded in your values/culture.



**ATTACHMENT H - CAMPUS HOURS**

**Bedford Campus**

<b>Semester Hours - 32 Weeks</b>			
<b>Position</b>	<b>Weekly Hours</b>	<b>Days</b>	<b>Hours</b>
Shift Supervisor	40	M-F	1400-2200
Security Officer	40	M-F	0600-1400
Security Officer	40	Su-R	2200-0600
Security Officer	16	F/S	2200-0600
Security Officer	16	S/Su	0600-1400
Security Officer	16	S/Su	1400-2200
Security Officer	32	M-R	0700-1500
<b>Total Weekly Hours</b>	<b>200</b>		

<b>Non-Semester Hours - 20 Weeks</b>			
<b>Position</b>	<b>Weekly Hours</b>	<b>Days</b>	<b>Hours</b>
Shift Supervisor	40	M-F	1400-2200
Security Officer	40	M-F	0600-1400
Security Officer	40	M-R	2200-0600
Security Officer	16	F/S	2200-0600
Security Officer	16	S/Su	0600-1400
Security Officer	16	S/Su	1400-2200
<b>Total Weekly Hours</b>	<b>168</b>		

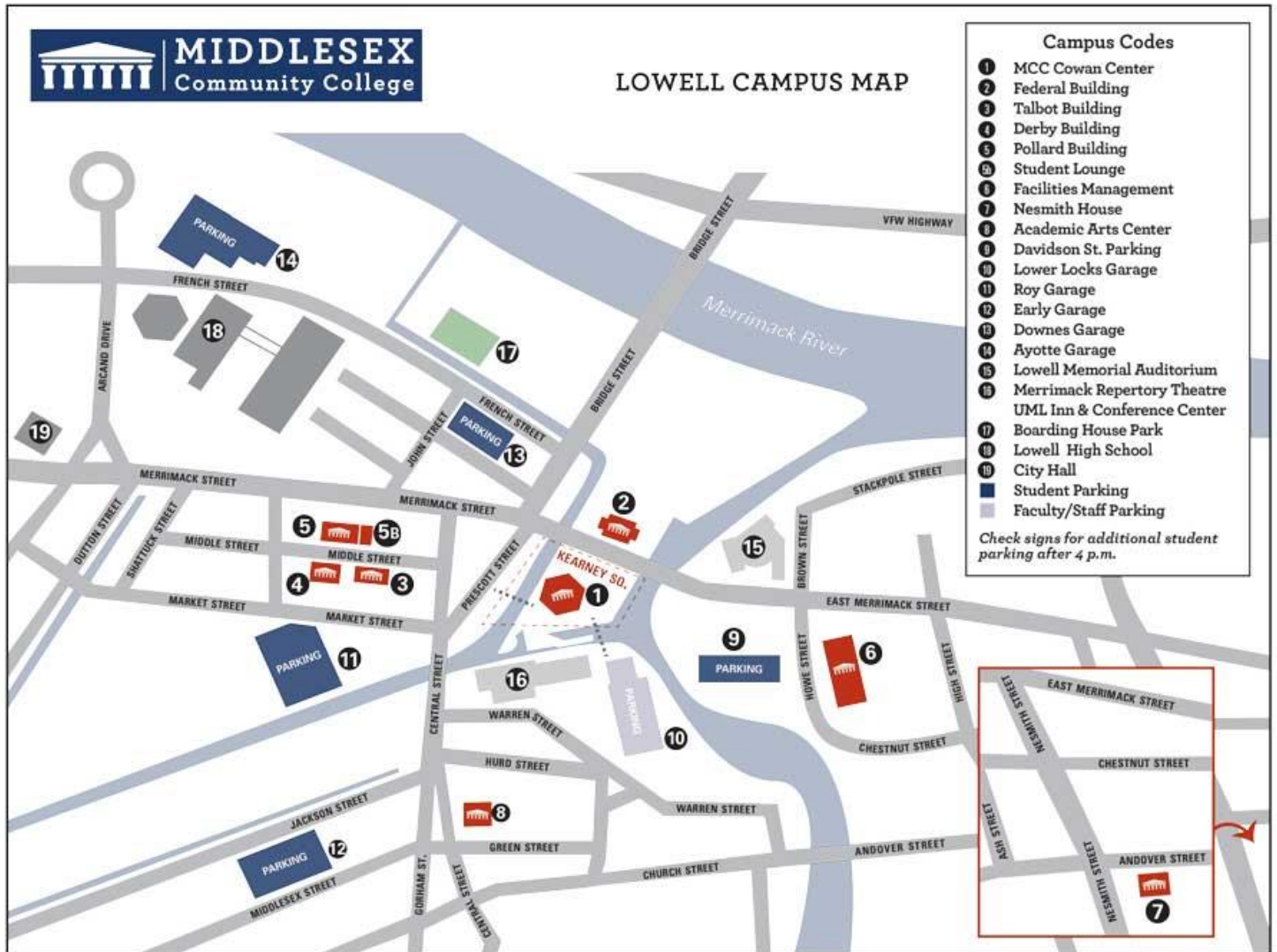
## Lowell Campus

52 Weeks			
Position	Weekly Hours	Days	Hours
Account Manager	40	M-F	0800-1600
Security Officer (Cowan)	40	M-F	2200-0600
Security Officer (Cowan)	16	S/Su	0600-1400
Security Officer (Cowan)	16	S/Su	1400-2200
Security Officer (Cowan)	16	S/Su	2200-0600
Security Officer (Cowan, Parking Lot)	40	M-F	0700-1500
Security Officer (Middle)	40	M-F	1400-2200
Security Officer (Middle)	10	S	0630-1630
<b>Total Weekly Hours</b>	<b>218</b>		

# ATTACHMENT I - LOWELL CAMPUS MAP

## Lowell Campus

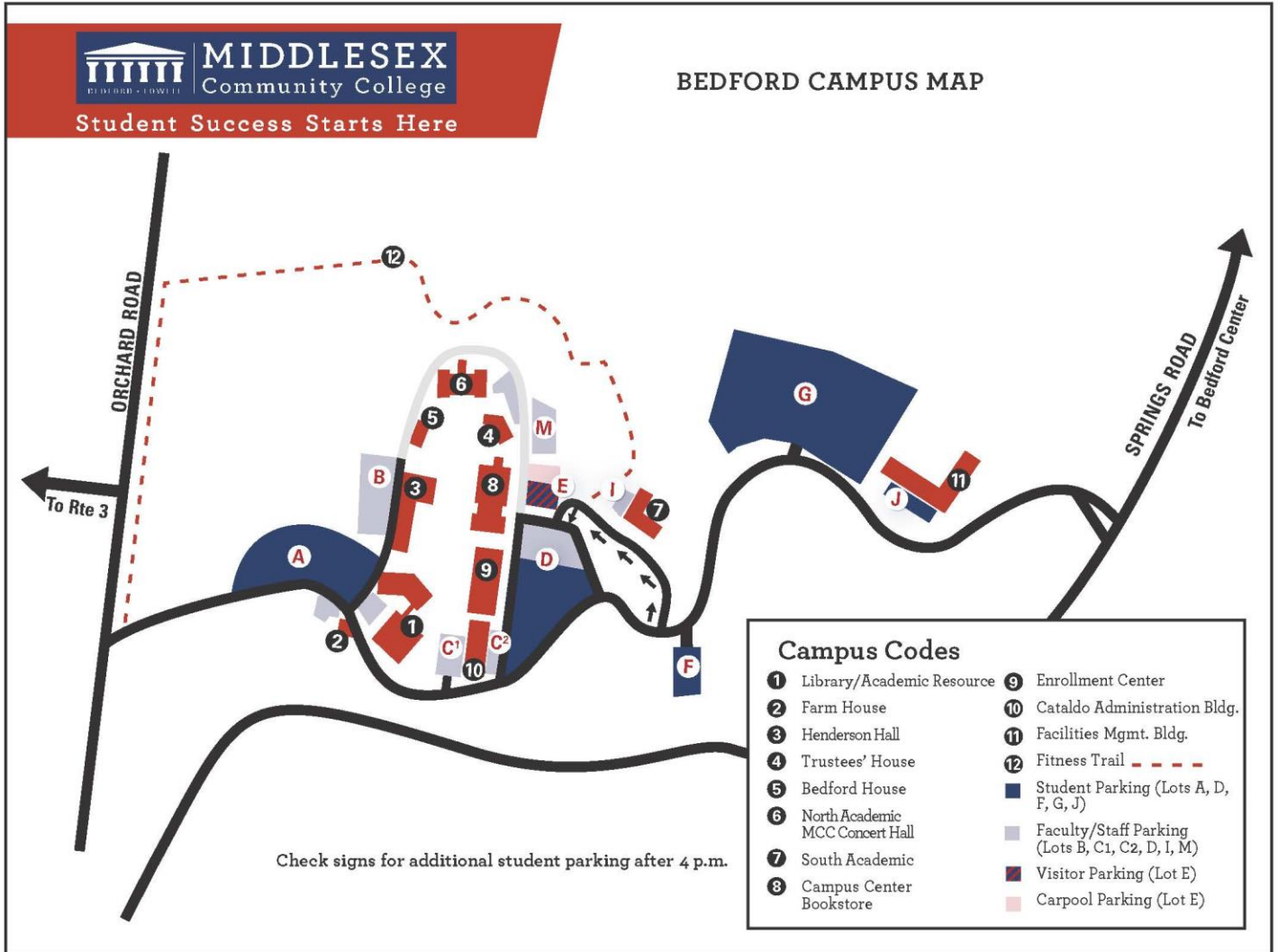
33 Kearney Square, Lowell, MA 01852-1987



# ATTACHMENT J – BEDFORD CAMPUS MAP

## Bedford Campus

591 Springs Road, Bedford, MA 01730



**ATTACHMENT K - PRICING FORM**

(pg. 1 of 3)

**PRICING:** The undersigned proposes to furnish all labor and materials required for MCC-2024-08– Security Services for the price specified below. Contractor must supply and honor the stated pricing for five (5) years. MCC reserves the right to renegotiate or conduct an RFP process at the beginning of each renewal. All pricing rates shall be all-inclusive of all costs including but not limited to: Wages, Uniform/Equipment/Supplies, overhead and profit and Required Insurance and Training. Should Premium Pricing or Holiday Pricing conflict, the higher wage rate will prevail. Pricing Form must be completed in its entirety. Failure to do so may deem the bidder non-responsive.

**STANDARD PRICING:** The need for security services is year-round. MCC reserves the right to reduce the requirements for numbers of personnel either on a short-term or long-term basis, as MCC needs dictate. This includes but is not limited to, times when there are no classes due to semester breaks, holiday breaks, weather or other miscellaneous times. The standard pricing specified below is all-inclusive pricing. Overtime pay will be the sole responsibility of the Contractor.

**HOLIDAY PRICING:** A holiday rate shall be paid for Contractor employees only on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**PREMIUM PRICING:** Premium pay shall be paid at a bill rate of (1.5) x Standard Pricing for Contractor employees requested for service above and beyond the mutually agreed upon schedule by the Contractor and Director of Safety and Campus Operations. This pricing is only applicable when less with than 24 hours written notice is provided by Director of Safety and Campus Operations.

- A. **SERVICE REQUIREMENTS:** Hours will be flexible depending upon the campus needs, and will be determined by the Director of Safety and Campus Operations. During the school year the following are the approximate hours of service requested on a per week basis:

Building Locations (see attached campus maps)	Approx. Hours of Service		
	Security Officer	Shift Supervisor	Account Manager
<b>Bedford Campus:</b> Library/Academic Resources Building 1, Farm House Building 2, Henderson Hall Building 3, Trustees’ House Building 4, Bedford House Building 5, North Academic Building 6, South Academic Building 7, Campus Center/Bookstore Building 8, Enrollment Center Building 9, Cataldo Administration Building 10, Facilities Management Building 11, Meetinghouse	Semester (32 weeks) Weekly Hrs: 160 Non-Semester (20 weeks) Weekly Hrs: 128	40 hours per week	40 hours per week
<b>Lowell Campus:</b> MCC Cowan Center (33 Kearney Square), Federal Building (50 Kearney Square), Talbot Building (44 Middle Street), Derby Building (88 Middle Street), Pollard Building (67 Middle Street), Facilities Management (24 Howe Street), Nesmith House (229 Andover Street), Academic Arts Center (240 Central Street)	Semester Weekly Hrs: 178 Non-Semester Weekly Hrs: 178	N/A	

**PRICING FORM (continued)**

(pg. 2 of 3)

<b>Standard Pricing*</b>										
Positions (see descriptions on 15 and 16)	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate
	Year 1 (7/1/24 – 6/30/25)		Year 2 (7/1/25 – 6/30/26)		Year 3 (7/1/26 – 6/30/27)		Year 4* (7/1/27 – 6/30/28) *Renewal		Year 5* (7/1/28 – 6/30/29) *Renewal	
Security Officer	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Shift Supervisor	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Account Manager	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

\* All pricing rates shall be all-inclusive of all costs including but not limited to: Wages, Uniform/Equipment/Supplies, overhead and profit and Required Insurance and Training.

<b>Holiday Pricing*</b>										
Positions (see descriptions on 15 and 16)	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate
	Year 1 (7/1/24 – 6/30/25)		Year 2 (7/1/25 – 6/30/26)		Year 3 (7/1/26 – 6/30/27)		Year 4* (7/1/27 – 6/30/28) *Renewal		Year 5* (7/1/28 – 6/30/29) *Renewal	
Security Officer	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Shift Supervisor	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Account Manager	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

\* All pricing rates shall be all-inclusive of all costs including but not limited to: Wages, Uniform/Equipment/Supplies, overhead and profit and Required Insurance and Training.

<b>Premium Pricing*</b>										
Positions (see descriptions on 15 and 16)	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate
	Year 1 (7/1/24 – 6/30/25)		Year 2 (7/1/25 – 6/30/26)		Year 3 (7/1/26 – 6/30/27)		Year 4* (7/1/27 – 6/30/28) *Renewal		Year 5* (7/1/28 – 6/30/29) *Renewal	
Security Officer	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Shift Supervisor	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Account Manager	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

\* All pricing rates shall be all-inclusive of all costs including but not limited to: Wages, Uniform/Equipment/Supplies, overhead and profit and Required Insurance and Training.

**PRICING FORM** (continued)  
(pg. 3 of 3)

**B. PATROL VEHICLE:** The Contractor may be required to furnish a mid-size, four (4) wheel drive vehicle in excellent working condition, which shall be used to patrol at the campuses, transport employees, or data to and from local agencies and other transportation duties as requested by Director of Safety and Campus Operations. The vehicle shall carry distinctive markings of the Contractor and shall be equipped with a rotary emergency roof light and “Alley” or “Spot” lights, in compliance with State Laws. The vehicle shall be available at all times during the life of the Contract and must be replaced with a comparable vehicle within 24 hours if removed from the operation for any reason. It is the Contractor’s responsibility to register, insure, and provide proper maintenance of the vehicle. The pricing rate shall be all-inclusive of all costs including but not limited to: fees, taxes, interest, insurance, maintenance and fuel. MCC reserves the right to utilize this service as deemed necessary throughout the duration of the contract.

<b>Patrol Vehicle*</b>					
	<b>Monthly Rate Year 1 (7/1/24- 6/30/25)</b>	<b>Monthly Rate Year 2 (7/1/25- 6/30/26)</b>	<b>Monthly Rate Year 3 (7/1/26- 6/30/27)</b>	<b>Monthly Rate Year 4 (7/1/27- 6/30/28)</b>	<b>Monthly Rate Year 5 (7/1/28- 6/30/29)</b>
<b>Vehicle Specifications:</b> _____ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

\* All pricing rates shall be all-inclusive of all costs including but not limited to: fees, taxes, interest, insurance, maintenance and fuel.

**C. ADDENDA:** This bid includes acknowledgement of addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name and Title of Person Signing Bid: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**  
**EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION**  
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS



**CONTRACTOR LEGAL NAME:**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:**

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

**CONTRACTOR CERTIFICATION:**

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

\_\_\_\_\_  
Contractor Authorizing Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Middlesex Community College <b>MMARS Department Code:</b>	
<b>Legal Address: (W-9, W-4):</b>		<b>Business Mailing Address:</b> 591 Springs Road, Bedford, MA 01730	
<b>Contract Manager:</b>	<b>Phone:</b>	<b>Billing Address (if different):</b>	
<b>E-Mail:</b>	<b>Fax:</b>	<b>Contract Manager:</b>	<b>Phone:</b>
<b>Contractor Vendor Code: VC</b>		<b>E-Mail:</b>	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"): AD ____</b> (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b>	
<b>___ NEW CONTRACT</b>		<b>___ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> ___ <b>Statewide Contract</b> (OSD or an OSD-designated Department) ___ <b>Collective Purchase</b> (Attach OSD approval, scope, budget) ___ <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ___ <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) ___ <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) ___ <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: ____, 20__. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> ___ <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) ___ <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) ___ <b>Contract Employee</b> (Attach any updates to scope or budget) ___ <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> ___ <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> ___ <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . ___ <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ___ <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 3. were incurred as of ____, 20__, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of ____, 20__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	

## EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

(Instructions on Page 2)

Contractor's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Federal ID No.: \_\_\_\_\_  
 Contract No(s): \_\_\_\_\_

Report includes -Please select one from the options below:

Reporting Entity - Please select one from the options below:

- Work force utilized on this contract  
 Contractor/Subcontractor's total work force

- Contractor  
 Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
<b>TOTAL</b>															

PREPARED BY (Signature): \_\_\_\_\_

DATE: \_\_\_\_\_

NAME AND TITLE OF PREPARER: \_\_\_\_\_

TELEPHONE/EMAIL: \_\_\_\_\_

(print or type)

**INSTRUCTIONS**

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

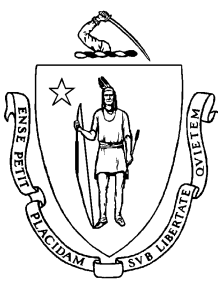
**Instructions for Completing:**

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

**RACE/ETHNIC IDENTIFICATION**

For purposes of this form the College will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under MA statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.



**COMMONWEALTH OF MASSACHUSETTS**  
**Prompt Pay Discount Form**  
*(Invoice discounts for receiving fast payments)*

Revised 3/9/07

**Bidder Name:** \_\_\_\_\_  
**Vendor Code (VCUST):** \_\_\_\_\_  
**Contract/RFR Number(s):** \_\_\_\_\_

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's [Vendor Web](#) system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days**
- 4% - 15 Days**
- 3% - 20 Days**
- 2% - 30 Days**

If no discount is offered enter 0%

<b>Prompt Payment Discount %</b>	<b>Payment Issue Date w/in</b>
%	<b>10 Days</b>
%	<b>15 Days</b>
%	<b>20 Days</b>
%	<b>30 Days</b>

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

Contractor/ Bidder Authorized Signatory Print Name and Title: \_\_\_\_\_

Sensitivity level – high (when filled in) low (when blank)