



**Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937**

**Competitive Bid
Request for Proposal
This is Not an Order**

Security Services

Date:	June 5, 2018
Pre-Bid Meeting	N/A
Proposals Due On:	June 22, 2018 by 3:00 P.M. (EST)
Return Proposals to:	Kennebec Valley Community College Attn: Kevin Casey Dean of Technology and CSO 92 Western Avenue Fairfield, Maine 04937
Telephone:	(207) 453-5141
Email:	kcasey@kvcc.me.edu



Competitive Bid Request for Proposal: Security Services

1.0 Overview

Kennebec Valley Community College (KVCC) is requesting proposals from experienced and qualified companies to provide security services for its two campuses. A combination of foot and vehicle patrols is desired. The goal of this project is to augment the College's Department of Campus Safety & Security's efforts with a professional security presence on both campuses to assist in preventing and managing security and emergency-related events at the College.

A detailed explanation of the scope and specifications is contained in **Section 3.0, Scope and Specifications**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 7.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

2.0 Schedule

Proposal Due On: June 22, 2018 by 3:00 P.M. (EST)

Review of Proposals: June 25, 2018

Notification of Award: June 27, 2018

Contacting references may require this period to be extended.

3.0 Scope and Specifications

3.1 Background

Kennebec Valley Community College (KVCC and College) is a comprehensive community college offering technical, career, and transfer education in addition to customized training for businesses and industries in Kennebec, Somerset, Waldo and Knox Counties. The College is located on two campuses in mid-Maine. Its 70-acre main campus in Fairfield, Maine, is reached by taking Exit 132 off Interstate 95. The 600-acre Harold Alfond Campus is located seven miles north of the Fairfield campus on U.S. Route 201 in Hinckley, Maine.

The Fairfield campus consists of five separate buildings, and the Alfond campus (at Hinckley) consists of ten buildings and a complex of four farm buildings located approximately one quarter mile from the rest of the campus.

Primary security for both campuses is provided by the College's Department of Campus Safety & Security. KVCC employs a full time Safety & Security Manager as well as a number of Student Security Officers. KVCC also has in place, an Emergency Response Team (ERT), a group comprised of ten employees who set security and safety policy for the College, and serve as the emergency communication and response force for the College.

Access to internal and external spaces on both campuses is controlled by a combination of metal keys and access cards.

Campus hours of operation vary throughout the year, based upon the College's academic calendar and course schedule.

3.2 Scope

The successful Proposer will provide uniformed security services for Kennebec Valley Community College at both its Fairfield and Alfond campuses.

Required Hours

- Spring and Fall semester patrol hours for both campuses will be six hours Monday through Friday and a 6-8 hour Saturday shift (exact schedule TBD), patrols for the Alfond campus may be scheduled Saturday or Sunday on a randomized basis (exact schedule TBD).
- Patrol hours will exclude holidays and College breaks during which the college is closed.
- There may be additional hours for special events and some add-on coverage as necessary.
- All security guards must be scheduled in a manner to avoid any overtime billing. Exceptions may occur so an overtime rate must be quoted.

The current approximate annual hours of service are estimated at 3,200.

Post Orders

Uniformed security personnel will:

- Follow KVCC Safety & Security SOP Manual
- Monitor all doors and entrances
- Monitor all parking lots and inspect vehicles for appropriate parking permits
- Issue parking permits and provide information about parking on campus
- Issue warnings and tickets for illegal parking and moving violations as required
- Escort staff and students to their vehicles when requested or as needed

- Have a professional appearance and be in uniform when on duty
- Employ excellent customer service skills
- Assist custodial staff to monitor the facilities prior to closing for the night
- Enforce college rules and regulations
- Act as the first responder to all incidents while on duty unless the Safety and Security Manager is present
- Act as the direct contact with local police, fire department and Safety and Security Manager if the 911 system needs to be activated
- Be trained in CPR, AED, and First Aid if not already certified (at Proposer's expense)
- Use KVCC-provided office telephone, two-way radio and mobile devices in accordance with KVCC policies and procedures
- Fill out electronic Daily Activity Reports (DAR's) for each shift documenting security officer activity and Incident Reports (IR's) for each incident when security officers are on duty

Prior experience in a commuter community college of comparable size is preferred.

Other Important Information

During the term of any contract resulting from this RFP, the Contractor shall be engaged by the College solely on an independent contractor basis, and the Contractor shall therefore be responsible for all the Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

Before commencing work under any Service Agreement, the successful Proposer shall produce evidence satisfactory to the College that it and its subcontractors, if any, have secured all applicable public liability, automobile and workers' compensation insurance coverage (and for professional service contracts, professional liability insurance coverage) as set forth in **RIDER A** (attached).

4.0 Contractor Insurance

The Contractor shall maintain throughout the term of the agreement general liability insurance insuring against all claims of bodily injury or death, and property damage, arising out of work performed under this agreement. Such insurance shall provide coverage in an amount not less than \$1,000,000 per occurrence and shall list KVCC as an added insured Contractor shall also maintain worker's compensation insurance in amounts required by state law.

5.0 Bid Review and Evaluation

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its

entirety. The College reserves the right to make the award to the vendor whose proposal, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

Proposals will be evaluated under the following criteria:

- a. Technical ability to meet the outlined specifications and post orders
- b. Proposer's project approach, experience, and reference input
- c. Cost, to include hourly rates

5.2 Evaluation Method

5.2.1 The College will appoint an evaluation team to evaluate proposals, and to recommend award of a contract with the Proposer, which meets the best interests of the College. The College shall not in any event be required or constrained to award the Agreement to the Proposer on the basis of price alone. The College may award an Agreement on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer's best terms from a cost and technical standpoint.

5.2.2 The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.

5.3 Non – Responsive Proposals

5.3.1 Non-responsive proposals may be rejected by the CSO, and will not be distributed to the evaluation team for consideration. Additionally, the evaluation team may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:

- Failure to sign the proposal
- Failure to acknowledge addenda (unless all changes are not material)
- Failure to provide required submittals/documentation
- Submission of a late proposal
- Proposer does not meet requirements

5.3.2 The evaluation team will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

5.4 Short Listing

5.4.1 Upon completion of the evaluation of all proposals, the evaluation team may recommend award to the Proposer with the highest score, or request additional information from the top two Proposers to best determine the proposal that is in the best interest of the College.

5.5 Statement of Qualification

5.5.1 To insure that all RFPs are fairly evaluated, scored and ranked, it is very important that the RFPs are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

5.6 Supplemental Information

As part of the weighted average review, the College may request the Proposer to supply written clarifications, additional documentation or information needed to fairly evaluate each proposal.

5.7 Presentations

The College reserves the right to request formal presentations from any or all respondents. Presentations shall include a brief overview of your written proposal, a more in-depth discussion and demonstration of services to be provided, and questions and answers. It is anticipated that each presentation will not exceed one (1) hour. No Proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other Proposer.

5.8 Schedule

Event Description	Date	Time
RFP Issuance	June 5, 2018	
Proposal Submissions	June 22, 2018	3:00PM EST
Award Decision	June 25, 2018	5:00PM EST

5.9 Funding

The College's obligation and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6.0 Examination of Specifications

Each bidder or authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to the proposal being requested. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part or in whole.

7.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Kevin Casey
Security Services
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937

or via email kcasey@kvcc.me.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

8.0 Preparation of Bids

To ensure all proposals are fairly evaluated, scored and ranked, it is very important that the RFP responses are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

KVCC seeks a Proposal that meets the specifications noted in this RFP. To facilitate the review process, KVCC requests one mailed copy of your bid. Your payment terms must be net 30.

9.0 Submission of Bid

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, **must be received no later than June 22, 2018 by 3:00 P.M. (EST)**.

All proposals shall be clearly marked "SECURITY SERVICES" and mailed to:

Kevin Casey
Dean of Technology and CSO
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937

Proposals may also be delivered to Kevin Casey at 123 Frye Building, 92 Western Avenue, Fairfield, Maine.

10.0 Withdrawal of Bids

All proposals must be valid for at least thirty (30) days after the proposal due date, after which time proposals shall expire unless the bidder was notified and agreed to an extension.

KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals,

and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facility and training programs.

11.0 Taxation and Compliance

MCCS d/b/a KVCC is an educational institution organized under the laws of the State of Maine and its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

12.0 Prohibited Terms and Conditions

NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL KVCC CONTRACTS

The following Kennebec Valley Community College (KVCC) standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of KVCC. These terms and conditions derive from the public nature and limited resources of KVCC.

KVCC DOES NOT AGREE TO:

1. provide any defense, hold harmless or indemnity;
2. waive any statutory or constitutional immunity;
3. apply the law of a state other than Maine;
4. procure types or amounts of insurance beyond those KVCC already maintains or waive any rights of subrogation;
5. add any entity as an additional insured to KVCC policies of insurance;
6. pay attorneys' fees or costs for any other entity;
7. promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. permit an entity to change unilaterally any term or condition once the contract is signed; and
9. automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other like offer to do business with KVCC, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between KVCC and your entity, and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of KVCC any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize KVCC to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless KVCC in

any and all legal actions that seek to compel KVCC to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between KVCC and your entity.

RIDER A

GENERAL PROVISIONS

1. **DEFINITIONS.** For purposes of this Rider, "MCCS" means the Maine Community College System and colleges acting on its behalf. "The Contract" means each contract that incorporates by reference this Rider.
2. **CONTRACT ADMINISTRATOR.** All invoices, progress reports, correspondence and related submissions from Contractor shall be directed to the Contract Administrator. The Contract Administrator has the authority and discretion to stop the work to be performed under the Contract if necessary to ensure its proper execution. The Contract Administrator will certify when payments under the Contract are due and the amounts to be paid; and will assess all claims of Contractor, subject to expenditure approval in accordance with MCCS procedures.
3. **BENEFITS AND DEDUCTIONS.** Contractor understands and agrees that Contractor will not receive retirement benefits, survivor benefit insurance, group life insurance, vacation, sick leave or other benefits available to MCCS employees. Contractor further understands and agrees that MCCS will file annual information returns as required by the Federal Internal Revenue Code or State of Maine income tax law, and that state and federal income tax may, at the option of MCCS, be withheld by MCCS from amounts payable to Contractor. MCCS will furnish to Contractor copies of such filings.
4. **INDEPENDENT CAPACITY.** The parties agree that in performing the Contract, Contractor, its agents and employees will act in an independent capacity and not as officers, employees or agents of MCCS.
5. **CHANGES IN WORK.** MCCS may order changes in work. In the event such changes are ordered, the Contract sum shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by Contractor for extra cost must be made in writing and pre-approved by the MCCS or College Director of Finance or their designee(s).
6. **SUBCONTRACTS.** Unless otherwise provided herein, Contractor shall not subcontract any of the work or services specified in the Contract without the prior written approval of the Contract Administrator. This provision does not apply to contracts of employment between Contractor and Contractor's employees assigned for services there under. No subcontract shall release Contractor from liability under the Contract.
7. **SALE, ASSIGNMENT OR TRANSFER.** Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of Contractor's right, title or interest therein, without prior written approval of the Contract Administrator. In no event

shall sale, assignment or transfer release Contractor from liability under the Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of the Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment relating to the Contract because of race, color, religious creed, gender, sexual preference or orientation, national origin, veteran status, ancestry, age or physical handicap, unless related to a bona fide qualification. Such action shall include but not be limited to the following: employment, promotions or demotions; transfers; recruitment or recruitment advertising; layoffs or terminations; rates and forms of compensation; and selection for training or apprenticeship. Contractor agrees to post in places conspicuous to employees and employment applicants notices setting forth the provisions of this paragraph, and to state the same in all solicitations or advertisements placed by or on behalf of Contractor relating to the Contract.
 - b. Contractor will cause the foregoing provisions to be inserted in any subcontracts for any work covered by the Contract so that such provisions shall be binding upon each subcontractor, excluding contracts or subcontracts for standard commercial supplies or raw materials.
9. **EMPLOYMENT AND PERSONNEL.** Contractor will not, without the prior written consent of Contractor Administrator, hire on a full-time, part-time or other basis during the period of the Contract, any person employed by MCCS, except a person regularly retired for at least one year.
10. **MCCS EMPLOYEES NOT TO BENEFIT.** Contractor will not permit any person employed by MCCS during the period of the Contract to share directly or indirectly in any benefit that may arise from the Contract due to the person's employment by or financial interest in, or any affiliate of, Contractor. This provision shall not be construed to extend to a contract made with a corporation for its general benefit.
11. **WARRANTY.** Contractor warrants that it has not employed any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract, and that it has not paid, or agreed to pay any company or person, other than a bona fide employee working solely for Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon, or resulting from, the award of the Contract. For breach or violation of this warranty, MCCS shall have the rights, in its discretion, to annul the Contract without liability; to deduct from the Contract price or consideration; or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

12. **ACCESS TO RECORDS.** Contractor will maintain all books, documents, payrolls, papers, accounting records and other evidence of cost incurred under the Contract. Contractor will make such materials available for inspection by M CCS at all reasonable times during the period of the Contract, and for three years from the date of the expiration of the Contract. Copies, if requested, shall be furnished to M CCS.
13. **GOVERNMENTAL REQUIREMENTS.** Contractor represents and warrants that all subcontractors and persons under Contractor's direction or control will comply with all governmental ordinances, laws and regulations in connection with the work performed under the Contract.
14. **FORUM AND GOVERNING LAW.** The Contract shall be governed by the laws of the State of Maine as to interpretation and performance, and Contractor agrees to adjudicate in Maine all disputes relating thereto.
15. **M CCS HELD HARMLESS.** Contractor agrees to indemnify, defend and hold harmless M CCS, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Contract; from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of the Contract; and against any liability, including costs and expenses for attorney's fees, for violation of proprietary rights, copyrights, or rights of privacy, arising out of publishing, translating, reproducing, delivering, performing, using or disposing of any data furnished under the Contract, or based on any libelous or other unlawful matter contained in such data.
16. **TERMINATION.** Performance of work under the Contract may be terminated by M CCS in whole or in part whenever for any reason M CCS determines that such termination is in the best interest of M CCS. Any such termination shall be effected by mailing to Contractor a Notice of Termination specifying the extent to which performance of the work under the Contract is terminated and the date on which such termination becomes effective. The Contract shall be equitably adjusted to compensate Contractor for any unmitigatable costs of work in progress at the time of such termination.
17. **MODIFICATIONS.** Any modification of or addition to the terms of this Contract and/or Rider shall be in writing signed by College/M CCS and Contractor.
18. **ENTIRE AGREEMENT.** The Contract and this Rider contain the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained in the Contract or Rider.