

**Bunker Hill Community College
Public Safety**

**BUNKER HILL COMMUNITY COLLEGE
INVITATION FOR BID (IFB)
CONTRACT SECURITY SERVICE
Document Number: BHCPS2016**

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I. General Information and Bid Submission Requirements

Statement of Purpose

To provide campus security services to Bunker Hill Community College.

Bid Delivery

All bids must be delivered to: Bunker Hill Community College, Room-B325, 250 New Rutherford Ave., Boston, MA 02129-2925.

All elements and all forms of the bid must be delivered and date-stamped at the above office by 1:00 PM, March 21, 2016. Late Bid responses will not be accepted. Bids which are either faxed or electronically submitted will not be accepted as a bid delivery. Information submitted beyond the scope required in the IFB may hinder vendor evaluation. One bidder will be awarded the Security Service contract.

Two (2) copies of the bid should be submitted. Bids must be sealed and marked as follows: **BHCPS2016**

All bids must include a form W9, Non-Collusion Form, Tax Compliance Form and Reference Form.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the signature of at least one general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded after 45 business days of the bid submission deadline. The time for award may be extended for up to 30 additional business days by mutual agreement between Bunker Hill Community College and the apparent highest responsive and responsible bidder that offers the best value to the College.

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued to all bidders on record as having picked up the IFB. Bidders may not alter the IFB language, specifications, terms & conditions or IFB component; Bidder modifications to the IFB are prohibited; any such modifications will disqualify a Bidder.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the Bunker Hill Community College prior to the time and date set for the deadline of bid submission.

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Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB. The College makes no guarantee that any service will be purchased resulting from this IFB. A bidder's alteration to this IFB will disqualify the bidder from the bid process

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the College or fair competition.

Bidder Responsibility

This IFB is distributed printed materials and should be collected from the Business Office Room B325 of Bunker Hill Community College, 250 New Rutherford Ave, Charlestown MA 02129. The college accepts no liability and will not provide any accommodation to bidders who submit a response based upon an out-of-date solicitation document.

Right to Cancel/Reject Bids

The Bunker Hill Community College may cancel this IFB, or reject in whole or in part any and all bids, if the College determines that cancellation or rejection serves the best interests of the College. The College will not acknowledge a bidder's Terms & Conditions throughout the award. Terms & Conditions are negotiable by mutual agreement/contract; final Terms & Conditions are at the sole discretion of the College.

II. Purchase Description/Scope of Services

It is the intention of Bunker Hill Community College to award a contract for 24 hour, seven-day-per-week campus security services to the successful bidder effective: July 1, 2016 to June 30, 2019, with option to renew for two (2) additional one-year periods. The terms of the contract will be developed as mutually agreeable between the successful bidder and the officers of the College as to all terms, conditions and specifications. The College reserves the right to waive any informality of the College and the Commonwealth of Massachusetts.

Statement of Work

A. General

The contractor shall provide all management, supervision, manpower, materials, supplies and equipment and shall plan, schedule, co-ordinate and assure effective performance of all services normally considered to be consistent with a well-organized, professional security operation, including but not limited to computer, fax, copy machine, and printer.

B. Typical Duties

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1. Control entrances to the facilities according to established schedules and guidelines.
2. Conduct scheduled and non-scheduled roving patrols within and around College buildings and grounds using the on-Guard Management System or other appropriate device as required.
3. Enforce parking regulations in designated areas as directed.
4. Monitor and/or operate security and fire alarm systems and assist occupants to evacuate the buildings due to fire or other hazards, as directed.
5. Enforce building regulations in order to maintain the peace and to prevent theft or other misuse or misappropriation of College property.
6. Report any hazardous conditions, as directed within the Contractor Security Handbook and any post orders that are set forth. Such handbook should be provided by contractor to their employee.
7. Render first aid or obtain qualified assistance in case of accident, illness or Injury
8. Respond to emergency conditions according to prearranged guidelines and accept on-site direction from designated College officials, as directed.
9. Prepare reports as necessary, to record any incidents such as accidents, unlawful acts, fires. Etc.
10. Perform such additional duties, as may be required, such as: turn off unnecessary lighting, open and secure doors, check safes, report any unusual conditions such as flooding, heating failure, etc.
11. Valid Massachusetts driver's license is required.
12. And other related duties as assigned.

C. Personnel

1. Education/Employment Experience: High School diploma, or equivalent and two years' experience demonstrating:
 - (a) The ability to meet and to deal with the general public;
 - (b) The ability to read, understand and apply printed rules, detailed orders, instructions and training materials;
 - (c) The ability to maintain self-control under stress; and
 - (d) The ability to write clear, concise, accurate and detailed reports.
 - (e) The ability to clearly communicate with all members of the public

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** Guards shall be paid a minimum rate of \$13.00 per hour.

** Sergeants shall be paid a minimum rate of \$14.00 per hour.

2. Age: All security personnel shall be at least 21 years of age.
3. Health and Fitness: Security Officers shall be well proportioned in height and weight and in good general health without physical abnormalities which would interfere with the performance of their duties and shall be free from any communicable diseases.
4. All personnel should be CPR/Certified.
5. Personnel may not work two (2) consecutive eight (8) hour shifts without prior written approval.
6. All personnel must be drug tested, and subject to random testing.
7. All personnel must undergo background investigation (i.e. Probation, or/and other criminal background checks). All personnel must have background investigation, including Cori check before assigned to the college. Security personnel cannot attend classes at BHCC while the security contract remains active.

D. Supervisory Personnel

1. The Contractor shall provide a site supervisor who shall be assigned exclusively to the College on a full time, 40 hour per week basis and who shall assume on- site responsibility for the security services and operations stated throughout this proposal. The site supervisor shall not be assigned to the College unless and until he/she is previously approved by the designated College representative. **The Supervisor shall be paid at least a minimum rate of \$16.00 per hour.
- 2 First Aid and CPR Certified.
3. Supervisor (Account Manager) will meet and interview with the Chief of Police/Deputy Chief prior to being assigned to the site.
4. In addition to general personnel requirements stated within Section C., Supervisory Officers must be individuals of unquestionable integrity who display a mature attitude and exercise good judgement. Each Supervisor shall have a background with a minimum of 2 years of successful experience in field supervision of security services.
5. Site supervisor shall have final approval to all Security officers on site.

E. Replacement Personnel

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1. Temporary replacement personnel (to cover for illness, vacation, etc. of regularly assigned personnel) shall meet all requirements of Section C. and D. Except that, in case of an emergency, personnel requirements, outlined, may be waived for a period of 10 hours during a 40- hour work schedule.

F. Personnel Training Requirements

1. Each Security Officer shall receive a minimum of forty (40) hours of formal classroom instruction in the following subjects, prior to reporting for duty at the College:
 - a. Duties of a Security Guard;
 - b. Authority of a Security Guard;
 - c. Incident report preparation;
 - d. Facility entry and exit control;
 - e. Traffic control;
 - f. Emergency Medical Assistance;
 - g. Handling disturbances, disorderly conduct;
 - h. Public relations;
 - i. Role of local, state, and federal police;
 - j. Rules and Regulations of the College;
 - k. Crimes in progress;
 - l. Operation and care of radio equipment;
 - m. Facility orientation;
 - n. CPR;
 - o. CPR and first responder for supervisor.
2. **Personnel Training Plan:** The Contractor shall submit a plan to the Chief of Police/Deputy Chief of the required training program including a course outline, training schedule and testing procedures for the certification of all Security Officers. All formal training shall be administered by persons qualified to teach the specific subject required. Such plan must be submitted to the designated College official within ten days of the Contract award.
3. **Follow Up Orientation:** In addition to the formal training as outlined in Section F1, the Contractor shall provide a follow-up orientation for each employee no earlier than Fourteen (14) days and no later than Thirty (30) days after initial assignment to duty. The Contractor shall certify in writing to the designated College official the completion of this orientation for each individual guard within Thirty (30) days following the completion of the orientation. This orientation shall include site-specific topics including but not limited to:
 - a. General and specific orders for the College
 - b. Specific procedures for responding to emergency call and fire alarms
 - c. Sensitivity Training
 - d. Sexual Harassment
 - e. Two-way radio discipline, telephone discipline

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- f. Patrol methods and responsibilities
- g. Bomb Threats
- h. Specific procedure regarding the use of firefighting equipment
- i. Traffic and parking control methods
- j. Additional training in areas at the College request with reasonable notice to contractor
- k. Any other training the College may require

The orientation training program should be conducted during the officer's normal tour of duty by a person other than the Resident Supervisor, or Shift Supervisor who is qualified to instruct and to evaluate the officer's performance at the facility.

G. Uniforms and Supplementary Equipment

1. The Contractor shall supply all uniforms and Security Officers' supplementary equipment necessary for the conduct of the contract.
2. Uniforms shall be of a color and style as approved by the Chief of Police/Deputy Chief.
3. The Contractor shall submit documentation that the following items of uniform and equipment have been assigned to each security officer before their placement at this site.

<u>Item</u>		<u>Quantity</u>
Shirt	Short Sleeve	3
Shirt	Long Sleeve	3
Pants	All Season	3
Jacket	Summer	1
Jacket	Winter	1
Hat	Summer	1
Hat	Winter	1
Tie	Clip On	1
Name Tag		1
Belt		
Badge		1

5. Short sleeve shirts will be required from May 15 through October 1, and long sleeves from October 1 through May 14.
6. Security uniforms shall be worn only when the Security Officer is on official duty or is in transit between his/her home and the College or duty site.
7. Shoes shall be black. **No sneakers** are to be worn in their official capacity.

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8. Each Security Officer shall be equipped with notebooks, pens, pencils, flashlight, batteries and bulbs, traffic control safety apparel and inclement weather clothing, raincoats, cap covers, overcoats, overshoes, mittens, etc. and any other necessary supplemental equipment.
9. The Contractor shall provide and maintain, on site, an adequate supply of batteries for all flashlights and traffic control batons.
10. Inclement weather clothing shall be required for those Security Officers assigned to perform duties while exposed to cold, rain and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each guard.

H. Two-Way Communications Equipment

The Contractor shall provide, maintain, replace and supplement, as necessary, the following quantities and types of radio-associated communications equipment at the College:

<u>Type of Equipment</u>	<u>Quantity</u>
a. Mobile, vehicular radio, 4 watts;	1
b. Radio, portable, two-way, 4 watts, with Heliflex antenna;	4
c. Standard belt carrying case;	4
d. Battery, nickel cadmium, rapid charge;	8
e. Battery charger, rapid charge, single cell or multi-cell capacity to charge batteries at a given time.	1
	4

I. Patrol Vehicle

The Contractor shall furnish a new mid-size, 4 wheel drive vehicle, which shall be used to patrol at the facility, transport personnel and data to and from local agencies and other transportation duties as requested by the college.

The vehicle shall carry distinctive markings of the company 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.

J. Licenses/Permits/Fees

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1. The Contractor shall assume sole responsibility for any and all applicable Federal, State and City fees and taxes.
2. The Contractor shall assume sole responsibility for securing and maintaining all relevant licenses, permits, clearances, etc., as required by law.

K. Operating and Maintenance Cost

The Contractor shall provide and pay for all facilities, service and equipment necessary to operate the security services as outlined within this specification. Including, but not limited to, gasoline, oil, vehicular fees or maintenance, watch clock repair, two-way radio repair, telephone service, etc.

L. Site Supervision

1. It will be desirable that the Contractor provides a minimum of Two (2) unscheduled supervisory inspections daily.
2. The inspector will provide a written report of each visit in a format to be approved by the designated College representative.

M. Penalty Charges

1. The security Contractor will be assessed a penalty charge for all scheduled working hours deficient of the current scheduled and its successors, if any. Such penalty shall be an amount of One Hundred Percent (100%) of the applicable hourly rate as indicated on the bid proposal for each deficient hour in excess of two man-hours per scheduled shift period.
2. Failure to properly record stops by using the on-guard system or other appropriate device required will be assessed a penalty in the amount of one hour at the applicable rate for each round missed or completed improperly without adequate justification.
3. In addition to the penalty in section, M-1 a \$100.00 fine per violation per day shall be charged in addition to any additional costs incurred by the college. The college rate will be \$35.00 per hour. per person, plus actual invoice cost received by the college.

N. Contractor's Liability Insurance

1. The Contractor agrees to furnish and keep in full force during the term of the agreement, worker's compensation and employer's liability insurance covering all persons employed by the contractor who are engaged in the performance of the services rendered to the College. The Contractor shall include a provision that there will be no right of subrogation against the College in the event of a workers' compensation or liability insurance payment.

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2. The Contractor shall have and maintain without deductibility, Contractor's Public Liability and Property Insurance and Contractor's Protective Public Liability, Protective Property Damage Liability Insurance and Comprehensive Automobile Liability in not less than the following amounts:

i) Worker's Compensation

Worker's compensation must include and cover working executives and owner/operators.

1) State	Statutory
2) Applicable Federal	Statutory
3) Employer's Liability Each Accident	\$1,000,000.00
Disease policy limit	\$500,000.00
Disease per employee	\$100,000.00

ii) Comprehensive General Liability

(Including Premises-Operations: Independent Contractor's Protective: Products and Completed Operation Broad Form Property)

1) Bodily Injury	
a) Each Person	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00
2) Property Damage	
a) Each Occurrence	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00

iii) Contractual Liability

1) Bodily Injury	
a) Each Occurrence	\$1,000,000.00
2) Property Damage	
a) Each Occurrence	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00

iv) Personal Injury with Employment Exclusion deleted

1) Annual Aggregate	\$1,000,000.00
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v) Comprehensive Automobile Liability

1) Bodily Injury	
a) Each Person	\$1,000,000.00
b) Each Occurrence	\$1,000,000.00
1) Property Damage	
a) Each Occurrence	\$1,000,000.00

vi) Umbrella Policy	\$5,000,000.00
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3. Each certificate or instrument shall contain a valid provision of endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written notice thereof to the College and that the insurance company waives their right to subrogation and indemnification against the College and the Commonwealth.
4. All insurance policies required herein shall contain the following provision or its equivalent with the same meaning and intent:

“The insurance company waives any right of subrogation and indemnification against Bunker Hill Community College, its trustees, officers, employees or their agents, or the Commonwealth of Massachusetts which may arise by reason of any payments under this policy.”

Insurance certificates are to be delivered to:

**Business Office, Room: B325
Bunker Hill Community College
250 New Rutherford Ave
Charlestown MA 02129**

5. The Contractor shall submit to the College, promptly upon bid award, copies of all required insurance certificates to cover all damage to College property or private property and personal injury including but not limited to student, faculty, staff or visitor automobiles on campus grounds.
6. The Contractor will provide evidence, promptly upon bid award, that its employees are covered under an unemployment compensation program.

P. SPECIAL CONTRACT REQUIREMENTS

- i. **Standard of Conduct.** The Contractor shall be responsible for maintaining satisfactory standards of employee competency conduct appearance and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets or use College telephones or computers except as authorized. Each Security Officer is expected to adhere to standards of behaviour that reflects credit on him/her, his/her employer and the College.
- ii. **Recording Presence.** Each Security Officer must sign in and sign out when reporting for duty and when leaving at the end of the workday on College approved time cards countersigned by each shift supervisor. A copy of the time slip will be submitted to Public Safety on a weekly basis. Only Security personal on duty are authorized to be on College property at any time.

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- iii. **Removal from Duty.** The College through its designated representative may request the Contractor to immediately remove any Security Officers from the College whose conduct or appearance has been determined to be unsatisfactory. The Contractor must comply with these requests. Examples of unsatisfactory conduct include, but are not limited to:
1. Neglect of duty.
 2. Falsification or concealment, removal, mutilation or destruction of any official documents or records or concealment of material facts by willful omissions from official documents or records.
 3. Disorderly conduct.
 4. Theft, vandalism, immoral conduct.
 5. Selling, consuming or being under the influence of intoxicants or substances providing similar effects.
 6. Improper use of authority or credentials.
 7. Unauthorized use of College communications equipment, telephones or other College property.
 8. Violation of College security procedures or regulations.
 9. Or any other violation of Massachusetts General Law.

IV. Employee requirements for business in Massachusetts.

Background/CORI check requirements: Prior to any work engagement all Bidders awarded this Contract should be prepared to obtain a Publicly Accessible Massachusetts CORI check on any and all individual employees who are to enter public offices of the Commonwealth, or provide services to any Purchasing Entity of the Commonwealth. Results of the Publicly Accessible Massachusetts CORI check are to be revealed to the Purchasing Entity before any work is engaged. The Purchasing Entity shall be responsible for requesting CORI checks

*Statement of Compliance with all applicable State and Federal, OSHA, anti-discrimination and equal employment opportunity laws.

*Certificates of Insurance currently in force: Property damage, workmen's compensation, public liability, bodily injury, employer liability, employee bonding and fidelity insurance.

Q. SCHEDULE A

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STAFFING SCHEDULE

MONDAY -FRIDAY

7:00 a.m. to 3:00 p.m.	B-Bldg	1 SUPERVISOR	40 Hours
		1 Guard	40 Hours
6:00am to 2:30 pm	G-Bldg	1 Guard	42.5 Hours
7:00am to 3:00 pm	H- Bldg	1 Guard	40 Hours
3:00 p.m. to 11:00 p.m.	B-Bldg	1 Sergeant	40 Hours
		1 Guard	40 Hours
2:30 pm to 11:00 pm	G-Bldg	1 Guard	42.5 Hours
3:00 pm to 11:00 pm	H-Bldg	1 Guard	40 Hours
11:00 p.m. to 7:00 a.m.	B-Bldg	1 Sergeant	40 Hours
		1 Guard	40 Hours

SATURDAY and SUNDAY

1 Sergeant per shift	B-Bldg	3-shifts	48 Hours
7:00 a.m. – 3:00 p.m.	B-Bldg	1 Guard	16 Hours
3:00 p.m. –11:00 p.m.	B-Bldg	1 Guard	16 Hours
11:00 p.m. – 7:00 p.m.	B-Bldg	1 Guard	16 Hours
6:00 a.m. - 2:00 p.m.	G-Bldg	1 Guard	16 Hours
2:00 p.m. – 10:00 p.m.	G-Bldg	1 Guard	16 Hours
8:00 am to 4:00 pm	H-Bldg	1 guard	16 Hours

Hours broken down for each Building

B-Building has 336 total hours

G-Building has 117 total hours

H-Building has 96 total hours

WEEKLY TOTAL HOURS:

549 HOURS

Holiday staffing cost should be included within the basic rate structure. No extra premium or overtime charges will be allowed for coverage on a holiday. For holiday scheduling, use Saturday-Sunday manpower schedule, as outlined above.

Any additional staffing shall be at the contract rate with a 72 hour notification and approval by the College. The College has other satellite campuses and additional security services may be required.

The College reserves the right to reduce the requirements for numbers of personnel either on a short-term or long-term basis, as its needs dictate. In the event of such reduction in force, the payments to the successful bidder shall be pro- rated based on the "Per Hour" rate per person quoted in each of the five (5) price periods as shown on the proposal page. This portion of the specifications shall be subject to negotiation with the successful bidder relative to the final form and terminology of contract. Bidders may

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submit an additional proposal to include such special terms as appear in their best interests.

R. FACILITIES AND SUPPORT PROVIDED BY THE COLLEGE

- A. Office area with desk, chair and on-campus telephone.
- B. Parking facilities as provided for regular College support personnel.

Quality Requirement

Bidder Qualifications:

Bidders must provide information about their company in the following areas as evidence of Bidder Qualifications for the proposed service and contract.

- Management Philosophy about Security Service.
- Key Staff and Management with staffing chart and Resumes.
- Past and/or current Security Service experience. Please provide a list of past and current contracts going up to three years.
- Years of Business in the industry
- Insurance Coverage
- Any Bankruptcies/Liens/law Suits
- Security Service contract terminations with reasons for termination.
- Must be registered as a legal entity to conduct business. Must provide your company's EIN# via W-9 Tax ID Form

Company Certification:

Bidder must indicate their certification in Security Service if any and professional affiliations that are related to security service.

Business Capacity:

Bidder must submit detail description of a system in place to recruit and hire qualified workers, that provide adequate training to their employees, and that can determine how their resources should be allocated in case of an emergency. Please include following categories in your description with appropriate evidence and example if possible.

1. Recruitment Program
2. Selection Criteria
3. Process by which Candidates are chosen

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4. CORI requirement
5. Experience requirement
6. Orientation and Training Program
7. Quality Assurance

Business Continuity Plan:

- Indicate whether there is a written **Business Continuity Plan**. Describes how your company will continue to do business in case of an emergency: such as a natural disaster, fire, etc to the awarded bidder's physical business structures.
- Specify work recovery measures, and the means to re-establish physical records while maintaining security services at the College

Environmentally Preferable Products Program EPP:

In the Environmental Plan, you need to submit a statement indicating the 'green' practices that your company can provide while conducting operations and functions. For example, using recyclable products, minimize waste, conserve energy and/or water, use product consisting of fewer toxic substances, reduce the amount of toxic substances disposed or consumed, protect open-space, lessen the impact to public health etc.

Financial stability:

Bidder must submit audited Financial Statements by an independent accountant or if not available, two years of Statements of Net Position and Statements of Revenues, Expenses, and Changes in Net Position. The reports and statements will be held as confidential and proprietary but will not be returned. The Bidder will be scored based on the strength of the report.

References form:

To be Submitted under separate cover with Reference Letterhead and Envelope via the U S Postal Service to the College's IFB Contract Manager: Weusi Tafawa, Business Office, Room: B-325 prior to the Close Date of the solicitation.

Three separate business references are required from customers with whom there is a standing business relationship of two years or greater duration. Values are averaged

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from those three references supplied to the Contract Manager by IFB due date. Answers values are from zero to ten; ten (10) is the highest value and zero (0) the lowest value. Any reference that is not received by the close date of the solicitation will be assigned with 0 value during evaluation.

Bidder Name: _____ Reference Name: _____

Question 1. Bidder's willingness and ability to provide contracted services - likeliness of your future use:

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 2. Bidder's ethical approach, integrity, responsiveness and effectiveness in resolving problems

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 3. Bidder's communication, leadership, thoroughness and the availability of key personnel:

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 4. Bidder's organizational approach to reporting, internal controls, & meeting emergency needs:

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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Question 5. Your overall ranking for bidder's service performance with your organization

Excellent (10)	Good (8)	Fair (6)	Poor (0)
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III. Rule for Award

The Bunker Hill Community College's Procurement Team will award one contract to the Responsible and Responsive Bidder which offers the Best Value to the College. Bid Price should cover the entire three years of contract and two subsequent renewal years. Bidders are scored under various evaluation criteria as shown in the included evaluation sheet. Maximum score value is 100.

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IV. Evaluation Components

Example of evaluation sheet is included in the bid package. The following components will be some of the criteria considered by the College when evaluating each Response/bid:

- Certifications and Affiliations
- Company experience -- Business Resume
- Business continuity
- Environmental plan
- Organization Capacity
- Financial stability including bankruptcy, litigation and contract defaults
- References
- Pricing - Please note that price will carry a significant weight in the evaluation process. In order to be considered responsive, Bidders must complete the Rate Sheet.

V. Bid Pricing Sheet

Bidders are required to submit pricing using uniform bid pricing sheet which is included in this IFB.

VI. Non-Collusion Form

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.

Signature of individual submitting bid or proposal

Name of business

VII. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

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VIII. College Condition:

Bunker Hill Community College will not be liable for any costs incurred by respondents in the preparation and production of a bid or the costs of any services performed prior to receiving approval of the agreement. All bids and materials submitted in conjunction with the bids shall become the property of Bunker Hill Community College for use as deemed appropriate, respecting all copyrights.

1. Bunker Hill Community College reserves the right to modify the requirements of this bid after its release. All bidders will be notified of any modifications to the requirements of this proposal. Wherever the College is referred to herein, such reference will be to the President or his/her designee, as stated periodically in writing during the term of the contract.
2. Bidders who submit a response may be required to give an oral presentation to Bunker Hill Community College. This shall provide an opportunity for a bidder to clarify or elaborate on the bid, but shall in no way change the original bid. The College shall schedule the time and location, if needed.
3. By submitting a bid, the bidder agrees that it will not make any claims or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
4. The successful bidder will be notified in writing by letter.
5. Omissions, inaccuracy or misstatements is sufficient cause for rejection of the bid.
6. The Agreement, if awarded, shall be governed and construed in accordance with the laws of Massachusetts.

I have read the above listed proposal and agree with its Terms & Conditions, if awarded the contract.

Signature: _____ Date: _____

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IX. BASIC COLLEGE DATA

Built in 1973, Bunker Hill Community College's Charlestown Campus is situated on approximately 42 acres in the historic Charlestown neighbourhood of Boston. The campus consists of six buildings (A, B, C, D, E and G) and H-Building located in the Hood Business Park, just beyond the G Building.

The college runs day, evening, midnight and weekend classes. Enrolment is approximately 15000 students. The College is non-residential and diverse in its student population and employees approximately 950 full-time and part-time employees. The College allows agencies and businesses to rent the BHCC facilities for off-site meetings and functions during its fiscal year. Security services will be required for the entire contract period regardless of class schedule or vacation period.

**Bunker Hill Community College
Public Safety**
X. PROCUREMENT CALENDER

EVENT	DATE
Solicitation: Announcement of Intent to Procure (Central Register)	January 5, 2016
Solicitation: Release Date	February 01, 2016, 10:00 AM
Solicitation: Close Date / Submission Deadline	March 21, 2016, 1:00 PM
Bid Award: Notification in writing	May 26, 2016
“Wet Ink” Signatures are to be on file by:	June 01, 2016
Contract: Estimated Contract Start Date	July 01, 2016

XI. CHECKLIST

- Review of Procurement Calendar: Completed IFB delivered by March 21, 2016, 1:00 PM
- Include Price Proposal Sheet
- Sign and include College Condition
- Sign and include Non-Collusion Form
- Sign and include Tax Compliance Certification
- W-9 Tax ID Form
- Audited Financial Statements
- Three Reference Forms submitted under separate cover via U S Mail.

AMENDMENT NUMBER 1 TO THE BID DOCUMENTS
Amendment Date: **February 04, 2016**

BID DOCUMENT NUMBER BHCPS2016
CONTRACT SECURITY SERVICE

A. This Amendment shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BIDS.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

1. **PRICE PROPOSAL SHEET:** Correction has been made to Contract Price per Period in Price Proposal Sheet included in ANNEX I section. Please use enclosed corrected Price Proposal Sheet from Page 2 to submit your bid pricing.

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED AMENDMENT TO THE BID FORM:

Company Name _____

Contact Person _____

Signature _____

Date _____

Weusi Tafawa, Comptroller .
Bunker Hill Community College

PRICE PROPSAL SHEET

The following proposal is submitted in response to the requirements and specifications included in the title bid and in accordance with the manpower scheduling as indicated in "Schedule A". The award will be applied to the initial 3-year period through 06/30/2019.

CONTRACT PRICE PER PERIOD	Site Supervisor	per Person per Hour	Scheduled Monthly	Full Period
(1) July 1, 2016 thru June 30, 2017	\$ _____	\$ _____	\$ _____	\$ _____
(2) July 1, 2017 thru June 30, 2018	\$ _____	\$ _____	\$ _____	\$ _____
(3) July 1, 2018 thru June 30, 2019	\$ _____	\$ _____	\$ _____	\$ _____
(4) July 1, 2019 thru June 30, 2020	\$ _____	\$ _____	\$ _____	\$ _____
(5) July 1, 2020 thru June 30, 2021	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL			\$ _____	

DATE _____

SIGNATURE _____

TYPED NAME & TITLE _____

COMPANY NAME _____

ANNEX I

(FORMS)

Mr. John B Chapin, CPP, Area Vice President
Securitas Security Services USA

April 14, 2016

Dear Mr. Chapin:

Congratulations!! Securitas Security Services, USA has been awarded the Campus Security Bid BHCP2016 to Contract at Bunker Hill Community College, effective July 1, 2016 through June 30, 2019; with two (2) one (1)-year options to renew the service from July 1, 2019 to June 30, 2020; and from July 1, 2020 to June 30, 2021.

Robert A Barrows, Chief of Police and Mukti Raut, Purchasing Manager of Bunker Hill Community College will be in contact with you to arrange a meeting to finalize the agreement for the Scope of Service between BHCC and Securitas. The Commonwealth of Massachusetts Standard Contract and Terms and Condition will be completed upon agreement.

Thank you for the competitive proposal and BHCC looks forward to experience excellent contract performance from your prestigious organization.

Sincerely,

Weusi Tafawa
Comptroller
Bunker Hill Community College
250 New Rutherford Ave
Boston, MA 02129

BID TABULATION: BHCPS2016
 BID OPENING 03/29/16, 11:00 AM

BIDDERS	ALLIED BARTON	NORTH EAST SECURITY	RIBI SECURITY
BID RECEIVED DATE	21-Mar-16	21-Mar-16	21-Mar-16
TIME	12:14 PM	12:00 PM	9:00 AM
BID REQUIREMENTS	MEETS RQUIREMENTS	NO FINANCIAL SUBMITTED	MEETS RQUIREMENT
SCORE	76.27%	60.00%	89.73%
Business Experience	10.00%	10%	10.00%
Capacity & Quality	15.00%	15%	15.00%
Environmental and Continuity Plan	5.00%	5%	5.00%
Fincancial Stability	10.00%	0%	10.00%
References	6.27%	10%	9.73%
Price	30.00%	20%	40.00%
PRICE PROPOSED 5 YEARS TOTAL	\$ 3,114,393.12	\$ 3,692,008.00	\$ 3,087,512.90

SECURITAS INC	
21-Mar-16	
12:24 PM	
MEETS REQUIREMENT	
96.34%	
	10.00%
	12.00%
	5.00%
	10.00%
	9.34%
	50.00%
\$	2,823,290.00

BID TABULATION: BHCPS2016
 BID OPENING 03/29/16, 11:00 AM

BIDDERS	ALLIED BARTON	NORTH EAST SECURITY	RIBI SECURITY
BID RECEIVED DATE	21-Mar-16	21-Mar-16	21-Mar-16
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Environmental and Continuity Plan	5.00%	5%	5.00%
Fincancial Stability	10.00%	0%	10.00%
References	9.34%	10%	9.73%
Price	30.00%	20%	40.00%
PRICE PROPOSED 5 YEARS TOTAL	\$ 3,114,393.12	\$ 3,692,008.00	\$ 3,087,512.90

SECURITAS INC	
21-Mar-16	
12:24 PM	
MEETS REQUIREMENT	
96.27%	
	10.00%
	15.00%
	5.00%
	10.00%
	6.27%
	50.00%
\$	2,823,290.00

College Condition (Please sign and include with your bid)

Bunker Hill Community College will not be liable for any costs incurred by respondents in the preparation and production of a bid or the costs of any services performed prior to receiving approval of the agreement. All bids and materials submitted in conjunction with the bids shall become the property of Bunker Hill Community College for use as deemed appropriate, respecting all copyrights.

1. Bunker Hill Community College reserves the right to modify the requirements of this bid after its release. All bidders will be notified of any modifications to the requirements of this proposal. Wherever the College is referred to herein, such reference will be to the President or his/her designee, as stated periodically in writing during the term of the contract.
2. Bidders who submit a response may be required to give an oral presentation to Bunker Hill Community College. This shall provide an opportunity for a bidder to clarify or elaborate on the bid, but shall in no way change the original bid. The College shall schedule the time and location, if needed.
3. By submitting a bid, the bidder agrees that it will not make any claims or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
4. The successful bidder will be notified in writing by letter.
5. Omission, inaccuracy or misstatement is sufficient cause for rejection of the bid.
6. The Agreement, if awarded, shall be governed and construed in accordance with the laws of Massachusetts.

I have read the above listed proposal and agree with its Terms & Conditions.

Signature: _____ Date: _____

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.

Signature of individual submitting bid or proposal

Name of business

PRICE PROPSAL SHEET

The following proposal is submitted in response to the requirements and specifications included in the title bid and in accordance with the manpower scheduling as indicated in "Schedule A". The award will be applied to the initial 3-year period through 06/30/2019.

CONTRACT PRICE PER PERIOD	Site Supervisor	per Person per Hour	Scheduled Monthly	Full Period
(1) July 1, 2016 thru June 30, 2017	\$ _____	\$ _____	\$ _____	\$ _____
(2) July 1, 2017 thru June 30, 2018	\$ _____	\$ _____	\$ _____	\$ _____
(3) July 1, 2019 thru June 30, 2020	\$ _____	\$ _____	\$ _____	\$ _____
(4) July 1, 2020 thru June 30, 2021 (option year #1)	\$ _____	\$ _____	\$ _____	\$ _____
(5) July 1, 2021 thru June 30 2022(option year #2)	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL			\$ _____	

DATE _____

SIGNATURE _____

TYPED NAME & TITLE _____

COMPANY NAME _____

Reference Review Form for IFB- BHCPS2016- Contract Security Service (to be completed by customer)

Bidder: _____

Our business has had a business relationship with the company named above for Security Services for a period of ___ years. When providing the services to our firm, the following have been representative of our experience with the company listed above.

1. Bidder's willingness and ability to provide contracted services - likeliness of your future use:

Excellent Good Fair Poor

2. Bidder's willingness ethical approach, integrity, responsiveness and effectiveness in resolving problems / whether long-standing complaints:

Excellent Good Fair Poor

3. Bidder's communication, leadership, thoroughness and the availability of key personnel:

Excellent Good Fair Poor

4. Bidder's organizational approach to reporting, internal controls, use of staff, and meeting emergency needs:

Excellent Good Fair Poor

5. Your overall ranking for bidder's service performance with your organization.

Excellent Good Fair Poor

Additional Comments _____

BUNKER HILL COMMUNITY COLEGE
SECURITY SERVICES AGREEMENT
SECURITAS SECURITY SERVICES, INC.

This agreement is made and entered into by and between **Bunker Hill Community College** (herein referred to as the **College**) and **Securitas Security Services, Inc** (herein referred to as the **Vendor**) relative to security services on the campus of Bunker Hill Community College in the Charlestown District of the City of Boston, Massachusetts 02129.

WITNESS: that the **College** and the **Vendor**, for the considerations hereinafter cited, agree as follows:

Article I

[Contract Term Length and Renewal Options](#)

The contract period will run for an initial three (3) year period from July 1, 2011 through June 30, 2014; with two (2) one (1)-year options to renew or extend at the sole discretion of the College from July 1, 2014 to June 30, 2015; and from July 1, 2015 to June 30, 2016. Options to renew the contract will be determined at least 90 days prior to the end of the three (3) year period.

Basis of Compensation

**Additional requests for Special Event Services/hours are subject to approval only per the College; such changes will allow for additional security staffing and sound business judgment, etc.

STAFFING SCHEDULE

MONDAY -FRIDAY

7:00 a.m. to 3:00 p.m.	1 SUPERVISOR	40 Hours
	1 Guard	40 Hours
6:00am to 2:30 pm G-Bldg	1 Guards	42.5 Hours
<hr/>		
3:00 p.m. to 11:00 p.m.	1 Sergeant	40 Hours
	1 Guard	40 Hours
2:30 p.m to 11:00 pm G-Bldg	1 Guard	42.5 Hours
<hr/>		
11:00 p.m. to 7:00 a.m.	1 Sergeant	40 Hours
	1 Guard	40 Hours
<hr/>		

SATURDAY and SUNDAY

1 Sergeant per shift	3-shifts	48 Hours
7:00 a.m. – 3:00 p.m.	1 Guard	16 Hours
3:00 p.m. –11:00 p.m.	1 Guard	16 Hours
11:00 p.m. – 7:00 p.m.	1 Guard	16 Hours
6:00 a.m. - 2:00 p.m. G-Bldg	1 Guard	16 Hours
2:00 p.m. – 10:00 p.m. G-Bldg	1 Guard	16 Hours
<hr/>		

WEEKLY TOTAL HOURS: 453 HOURS

Any additional staffing shall be at the contract rate with a 72 hour notification and approval by the College.

Article II

The Vendor agrees to provide the following:

1. Maintenance and/or replacement, as applicable, for all Vendor-provided equipment, in a manner compatible with the existing facilities, at all times, during the life of this contract, upon the event of non-renewal, cancellation, termination or expiration of the contract, for all items, in accordance with appropriate sanitation and health codes, and in accordance with manufacturer's warranties and preventative maintenance procedures as well as emergency repairs, all at the sole cost of the Vendor. The Vendor may provide and install, at its own expense, additional equipment after first receiving the approval of the College.
2. Assume sole responsibility for securing, maintaining, and paying for any and all relevant licenses, permits, clearances, approvals, fees and taxes required by any and all Federal, state, County or City laws or statutes without recourse to the College as required for its performance under the contract; and shall post or display in a prominent place such permits and/or notices as required by law.
3. In carrying out the work covered by the agreement, the Vendor will comply with all applicable College, State and Federal laws, statutes, regulations, policies and orders relative to equal employment opportunity, civil rights, non-discrimination, affirmative action, health and safety as they exist at the effective date of the agreement or as they are subsequently promulgated, without recourse to the College and so as to hold the College harmless.
4. Provide all required and necessary related personnel and labor with appropriate and distinctive security clothing, badges, name tags which are to be worn during all working hours; all personnel shall present a clean and hygienic appearance at all times.
5. Provide all customary insurance coverage, throughout the life of this agreement without recourse to the College and so as to hold the College harmless. For all insurance required herein, including the bonding referred to in "Bonding Requirements" of the RFR-2011 as a surety of Performance, a certified copy or each policy or certificate of such insurance shall be delivered to the College within fourteen (14) calendar days after the signing of this document by both parties. Each certificate or instrument shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) calendar days written advance notice thereof to the College. If determined necessary by the College, the Vendor shall deliver to the College, upon demand, the original of any policy herein for review, and upon completion of said review, said policy shall be returned to the Vendor. Said policies shall contain the following provisions:

“The insurance company waives any right of subrogation against Bunker Hill Community College, The Board of Higher Education and the Commonwealth of Massachusetts or any of their officers, trustees or agents which may arise by reason of any payment under this policy.”

6. The Vendor indemnifies the Awarding Authority, Bunker Hill Community College, the Board of Higher Education, and the Commonwealth of Massachusetts from any liability during the performance of the security service function within this agreement.
7. Maintenance of accurate and complete narrative records for security services; a report of which shall be provided on a daily basis to the College's Director of Public Safety or by an authorized state agency.
8. The College is to be under no obligation to purchase or otherwise assume ownership of or responsibility for any equipment, vehicles, or other materials owned or otherwise held by the Vendor as being on hand on July 1, 2011.
9. The Vendor agrees to perform the Security Services for the College at various times, days and special event functions on an as yet needed basis by the College.
10. Assignment: The Vendor shall not assign or subcontract, in whole or in part, its rights or obligations under the contract without prior written consent of the College. Any attempted assignments without said consent shall be void and of no effect.
11. The Vendor shall pay all vendors in a timely manner, according to agreement with the vendors so as not to interfere with the delivery of goods and/or services to the College.
12. The Vendor agrees that the on-site Security Service Manager/Supervisor will meet with the designated leadership of the Student Government Association and staff of the Student Activities Department to discuss service issues and other adopted concerns on an as needed basis. Meeting schedules may be adjusted for an as-needed-basis as agreed upon by both parties.
13. The Vendor agrees to maintain its corporate policy of CORI screening and training for its Security Service employees concerning health issues as well as background checks for security issues. No security staff personnel are allowed employment at the College without a successful CORI screen.

14. Environmental plan

Beginning the first year of the Contract and throughout the life of the Contract, the awarded Vendor must agree to work with the College to examine the feasibility of implementing an environmental plan. The objective of this requirement is to actively encourage suppliers to incorporate sustainable practices throughout their business operations and further market such practices to Contract users. Such a plan may include, but not be limited to, the following:

- Implementing energy efficiency initiatives at the corporate level in line with **Executive Order 484**, such as lighting retrofits, purchase of energy from renewable sources, use of bio-heat fuel, and other energy reduction technologies.
- Encouraging environmental initiatives at a corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment; such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.
- Adopting standards and/or obtain certifications, where applicable, for product development and manufacturing processes such as but not limited to LEED, ISO 14001, Cradle to Cradle (C2C) Protocol, Green Seal, Environmental Choice and others.
- Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.
- Developing a plan to implement the recycling of materials used or produced in normal business operations.

16. Subcontracting:

The Vendor commits to Subcontracting in their **SDP** plan, then the Vendor will commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded contract, with a SDO certified company or a company that has applied for certification. Although this is only one of several options to meet the requirements for participation in the Affirmative Market Program, Bidder's submission of subcontracting commitments may be weighted most heavily. The PMT will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Vendor and the M/WBE subcontractor.

Growth and Development:

The Vendor commits to Growth and Development in their SDP plan, then the Vendor will submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SDP certified companies.

Resources available to assist the Vendor in finding potential M/WBE partners can be found at:

[SDP Procurement Resources and Guides](#) or www.mass.gov/osd/sdp

17. Facilities, Service, and Materials Provided by the Vendor

A. General

The Vendor shall provide all management, supervision, manpower, materials, supplies and equipment and shall plan, schedule, co-ordinate and assure effective performance of all services normally considered to be consistent with a well-organized, professional security operation, including but not limited to computer, fax-copy machine, and printer.

B. Typical Duties

1. Control entrance to the facilities according to established schedules and guidelines.
2. Conduct scheduled and non-scheduled roving patrols within and around College buildings and grounds using Detex Watch clocks or other appropriate as required.
3. Enforce parking regulations in areas as directed.
4. Monitor and/or operate security and fire alarm systems and assist occupants to evacuate the buildings due to fire or other hazards, as directed.

5. Enforce building regulations in order to maintain the peace and to prevent theft or other unauthorized misuse or misappropriation of College equipment or personal property
6. Report any hazardous conditions, as directed within the Security Manual for the facility.
7. Render first aid or obtain qualified assistance in case of accident, illness or Injury
8. Respond to emergency conditions according to prearranged guidelines and accept on-site direction from designated College officials, as directed.
9. Prepare reports as necessary, to record any incidents such as accidents, unlawful acts, fires. Etc.
10. Perform such additional duties, as may be required, such as: turn off unnecessary lighting, open and secure doors, check safes, report any unusual conditions such as flooding, heating failure, etc.
11. Valid Massachusetts driver's license.
12. Other related miscellaneous duties as assigned.

C. Personnel

1. Education/Employment Experience: High School diploma, or equivalent and two years experience demonstrating:
 - (a) the ability to meet and to deal with the general public;
 - (b) the ability to read, understand and apply printed rules, detailed orders, instructions and training materials;
 - (c) the ability to maintain self control under stress; and
 - (d) the ability to write clear and concise, but accurate and detailed reports.

** Guards shall be paid a minimum rate of \$11.50 per hour.
** Sergeants shall be paid a minimum rate of \$12.50 per hour.
2. Age: All security personnel shall be at least 21 years of age.
3. Health and Fitness: Security Officers shall be well proportioned in height and weight and in good general health without physical abnormalities which would interfere with the performance of their duties and shall be free from any communicable diseases.
4. All personnel should be CPR/Certified.
5. Personnel may not work two (2) consecutive eight (8) hour shifts without prior written approval.

6. All personnel must drug tested, and subject to random testing.
7. All personnel must background investigation (i.e. Probation, or/and other criminal background checks). All personnel must have background investigation, including Cori check before assigned to the college. All Security personnel cannot attend classes at BHCC while the security contract remains active.

D. Supervisory Personnel

1. The Vendor shall provide a site supervisor who shall be assigned exclusively to the College on a full time, 40 hour per week basis and who shall assume on- site responsibility for the security services and operations stated throughout this proposal. The site supervisor shall not be assigned to the College unless and until he/she is previously approved by the designated College representative. **The Supervisor shall be paid a rate of \$13.50 per hour or a higher rate whichever applies in the Vendor's response.
2. First Aid and CPR Certified.
3. Supervisor should meet the prior approval of Bunker Hill Community College.
4. In addition to general personnel requirements stated within Section V, C., Supervisory Officers must be individuals of unquestionable integrity who display a mature attitude and exercises good judgement. Each Supervisor shall have a background with a minimum of 2 years of successful experience in field supervision of security services.
5. Site supervisor shall have final approval to all Security officers on site.

E. Replacement Personnel

1. Temporary replacement personnel (to cover for illness, vacation, etc. of regularly assigned personnel) shall meet all requirements of Section C. and D. Except that, in case of an emergency, personnel requirements, outlined, may be waived for a period of 10 hours during a 40- hour work schedule.

F. Personnel Training Requirements

1. Each Security Officer shall receive a minimum of forty (40) hours of formal classroom instruction in the following subjects, prior to reporting for duty at the College:
 - a. Duties of a Security Guard;
 - b. Authority of a Security Guard;
 - c. Incident report preparation;
 - d. Facility entry and exit control;
 - e. Traffic control;
 - f. Emergency Medical Assistance;
 - g. Handling disturbances, disorderly conduct;
 - h. Public relations;
 - i. Role of local, state, and federal police;
 - j. Rules and Regulations of the College;
 - k. Crimes in progress;
 - l. Operation and care of radio equipment;
 - m. Facility orientation;
 - n. CPR;
 - o. CPR and first responder for supervisor.

2. Personnel Training Plan:

The Vendor shall submit a plan for the conduct of the required training program including a course outline, training schedule and testing procedures for the certification of all Security Officers. All formal training shall be administered by persons qualified to teach the specific subject required.

3. Follow Up Orientation:

In addition to the formal training as outlined in Section F1, the Vendor shall provide a follow-up orientation for each employee no earlier than Fourteen (14) days and no later than Thirty (30) days after initial assignment to duty. The Vendor shall certify in writing to the designated College official the completion of this orientation for each individual guard within Thirty (30) days following the completion of the orientation. This orientation shall include site-specific topics including but not limited to:

- a. General and specific orders for the College;
- b. Specific procedures for responding to emergency call fire alarms, etc.;
- c. Sensitivity Training;
- d. Sexual Harassment;
- e. Two-way radio discipline, telephone discipline;
- f. Patrol methods and responsibilities;
- g. Bomb Threats;
- h. Specific procedure regarding the use of firefighting equipment;
- i. Traffic and parking control methods;
- j. Additional training in areas at the College request with reasonable notice to Vendor.
- k. Any other training the College may require.

The orientation training program should be conducted during the officer's normal tour of duty by a person other than the Resident Supervisor, or Shift Supervisor who is qualified to instruct and to evaluate the officer's performance at the facility.

G. Uniforms and Supplementary Equipment

1. The Vendor shall supply all uniforms and Security Officers' supplementary equipment necessary for the conduct of the contract.
2. Uniforms shall be of a color and style as approved by the designated College official. Appropriately styled feminine uniforms shall be worn by female Security Officers.
3. The Vendor shall submit documentation that the following items of uniform and equipment have been assigned to each security officer before their placement at this site.

<u>Item</u>	<u>Quantity</u>
Shirt Short Sleeve	3
Shirt Long Sleeve	3
Pants All Season	3
Jacket Summer	1
Jacket Winter	1
Hat Summer	1
Hat Winter	1
Tie Clip On	1
Name Tag	1
Belt	1

5. Short sleeve shirts will be required from May 15 through October 1, and long sleeves from October 1 through May 14.
6. Security uniforms shall be worn only when the Security Officer is on official duty or is in transit between his/her home and the College or duty site.
7. Shoes shall be black. **No sneakers** are to worn in their official capacity.
8. Each Security Officer shall be equipped with notebooks, pens, pencils, flashlight batteries and bulbs, traffic control safety apparel and inclement weather clothing raincoats, cap covers, overcoats, overshoes, mittens, etc. and any other necessary supplemental equipment.
9. The Vendor shall provide and maintain, on site, an adequate supply of batteries for all flashlights and traffic control batons.
10. Inclement weather clothing shall be required for those Security Officers assigned to perform duties while exposed to cold, rain and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each guard.

H. Two-Way Communications Equipment

The Vendor shall provide, maintain, replace and supplement, as necessary, the following quantities and types of radio-associated communications equipment at the College:

<u>Type of Equipment</u>	<u>Quantity</u>
a. Mobile, vehicular radio, 4 watts;	1
b. Radio, portable, two-way, 4 watts, with Heliflex antenna;	4
c. Standard belt carrying case;	4
d. Battery, nickel cadmium, rapid charge;	8
e. Battery charger, rapid charge, single cell or multi-cell capacity to charge batteries at a given time.	1
	4

I. Patrol Vehicle

The Vendor shall furnish a new mid-size, 4 wheel drive vehicle, which shall be used to patrol at the facility, transport ambulatory first-aid cases to the Bunker Hill Health Center, transport personnel and data to and from local agencies and other transportation duties as requested by the college.

The vehicle shall carry distinctive markings of the company 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 Vendor's responsibility to register, insure, and provide proper maintenance of the vehicle.

J. Licenses/Permits/Fees

1. The Vendor shall assume sole responsibility for any and all applicable Federal, State and City fees and taxes.
2. The Vendor shall assume sole responsibility for securing and maintaining all relevant licenses, permits, clearances, etc., as required by law.

K. Operating and Maintenance Cost

The Vendor shall provide and pay for all facilities, service and equipment necessary to operate the security services as outlined within this specification. Including, but not limited to, gasoline, oil, vehicular fees or maintenance, watch clock repair, two-way radio repair, telephone service, etc.

L. Site Supervision

1. The Vendor will provide a minimum of Two (2) unscheduled supervisory inspections daily. Identify the proposed inspector's job title and normal workstation for the Company.
2. The inspector will provide a written report of each visit in a format to be approved by the designated College representative.

M. Penalty Charges

1. The security Vendor will be assessed a penalty charge for all scheduled working hours deficient of the current scheduled and its successors, if any. Such penalty shall be an amount of One Hundred Twenty Five Percent (125%) of the applicable hourly rate as indicated on the bid proposal for each deficient hour in excess of two man-hours per scheduled shift period.
2. Failure to properly record stops at Detex watch key stations will be assessed a penalty in the amount of one hour at the applicable rate for each round missed or completed improperly without adequate justification.
3. In addition to the penalty in section, M-1 a \$100.00 fine per violation per day shall be charged in addition to any additional costs incurred by the college. The college rate will be \$35.00 per hr. per person, plus actual invoice cost received by the college.

N. Insurance

The Vendor shall provide to the College on an annual basis on the date of award, and pay for insurance policies which cover all customary risks applicable to security services including, but not limited to:

1. Workmen's Compensation covering all persons employed out of the performance of this agreement on the amount of \$100,000 for one person and \$300,000 for more than one person in anyone accident.
2. Public Liability covering liabilities for bodily injuries to, or death of, persons arising out of the performance of this agreement in the amount of \$500,000 for one person in anyone accident.
3. Protective Public Liability for Bunker Hill Community College covering liabilities for bodily injury to, or death of, persons arising out of the performance of this agreement, or any action taken or omitted to be taken by the Vendor or its employees in connection there within the amounts of \$500,000 for one person and \$1,000,000 for more than one person in any one accident
4. Property Damage to protect both the Vendor and the College covering liability for property damage arising out of the performance of this agreement in the amount of \$1,000,000 aggregate.
5. Fidelity Bond covering the Vendor's employees in the amount of \$100,000.

6. Performance Guarantee. The Vendor shall furnish a performance guarantee for the protection of the College in an amount equal to Twenty Five Percent (25%) of the contract price for the initial twelve (12) month period and renewed at an amount of Twenty Five Percent (25%) of each succeeding 12 month period. The performance guarantee shall be in the form of a performance bond. The performance bond must be submitted to the designated College official within 15 days after the execution of a contract.

SPECIAL CONTRACT REQUIREMENTS

A. Standard of Conduct. The Vendor shall be responsible for maintaining satisfactory standards of employee competency conduct appearance and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Vendor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets or use College telephones or computers except as authorized. Each Security Officer is expected to adhere to standards or behavior that reflects credit on him/her, his/her employer and the College.

B. Recording Presence. Each Security Officer must sign in and sign out when reporting for duty and when leaving at the end of the workday on College approved time cards countersigned by each shift supervisor. A copy of the time slip will be submitted to Public Safety on a weekly basis. Only Security personnel on duty are authorized to be on College property at anytime.

C. Removal from Duty. The College through its designated representative may request the Vendor to immediately remove any Security Officers from the College whose conduct or appearance has been determined to be unsatisfactory. The Vendor must comply with these requests. Examples of unsatisfactory conduct include, but are not limited to:

1. Neglect of duty.
2. Falsification or concealment, removal, mutilation or destruction of any official documents or records or concealment of material facts by willful omissions from official documents or records.
3. Disorderly conduct.
4. Theft, vandalism, immoral conduct.
5. Selling, consuming or being under the influence of intoxicants or substances providing similar effects.
6. Improper use of authority or credentials.

7. Unauthorized use of College communications equipment, telephones or other College property.
8. Violation of College security procedures or regulations.
9. Or any other violation of MGL.(Massachusetts General Laws)

Article III

The College agrees to provide the following Facilities and Services:

1. A/C, heat, light, power, water, office space; Office area with desk, chair.
2. All tables, chairs, and waste receptacles in the Security Office and various Security areas.
3. Rubbish removal from designated compacting or holding areas on the receiving/shipping dock area.
4. Equipment (installed permanent and portable) as existing in the areas on July 1, 2011.
5. Parking facilities as provided for regular College support personnel.
6. One telephone connecting to the College's system reserved only for on-campus calling and receipt of incoming telephone calls.
7. Buffing and/or waxing, as needed and determined by the College, of floor surfaces in the security service office area.

Quality Requirements

1. The Vendor agrees that the quality and professionalism for Security Services is paramount for success. All qualifications written and implied into the RFR-Security Services-2011 are incorporated into this agreement.

BASIC COLLEGE DATA

- A. The six (6) College buildings and the adjacent modular classroom structure include approximately 408,000 inside square feet. All buildings are connected via regular corridor levels.
- B. The class schedule of the College will approximate **7:00 A.M. to 2:30 AM, Monday through Friday**, as well as **8:00 AM to 4:00 PM, Saturday and Sunday**. Two semesters of 15 class weeks and one examination week each, and two or more summer sessions of six weeks each.
- C. Total enrolment is approximately 12,500 students inclusive of Day, Evening and Mid-Night Classes
- D. Employees will be approximately 450. All administrative and support personnel will be on a 12 month schedule. The College may close for scheduled periods during the winter and spring class breaks. Some support personnel will be assigned to night duty and a contract cleaning service will be employed within the buildings.
- E. Exterior doors and certain interior doors may be connected to intrusion alarm systems. Alarm system operation, parking lot, grounds and roadway coverage is required when requested under this Contract.

Article IV

COLLEGE CONDITIONS Bunker Hill Community College

1. Wherever the College is referred to herein, such reference will be to the President or his/her specific designee, as stated periodically in writing during the term of the contract.
2. The Agreement shall be governed and construed in accordance with the laws and regulations of and within the Commonwealth of Massachusetts and the City of Boston.
3. Should the College facilities, programs and services expand, or additional space become available in its structure, during the life of this contract, the Vendor will be have proprietary rights of first refusal to perform/deliver security services in the expanded if warranted and approved by the College.
4. The Vendor maybe offered an opportunity for security services all College related special events as determined by the College.
5. The College reserves the right to conduct regular inspections and examinations of all Security Service Areas for the purpose of checking equipment and verifying compliance with all elements of the RFR/Security Agreement. Such inspection will not relieve the Vendor of the legal responsibility in regard to other terms of this agreement or of the direct responsibility to observe compliance without recourse to the College and so as to hold the College harmless. The College reserves the right to apply standard, acceptable measures and criteria in performing such inspections and to demand immediate corrective action on the part of the Vendor.
6. The terms, offers, inducements and other statements made by and included in the Vendor's accepted response---including, but not limited to, those dealing with staffing levels, staff hours, hours of operation, supplier diversity plans, environmental plans, and all other elements of the RFR bid will be incorporated as part of the contract as they are superseded, amplified or amended by a specific portion of this document.

7. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without fault or negligence. Such causes may include, but are not limited to: Acts of God or of a public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay, and provided that nothing in this provision shall be deemed to extend the term hereof.
8. SEVERABILITY: If any provision of this Agreement is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
9. WAIVERS: All conditions, covenants, duties and obligations contained in this Agreement can be waived or amended only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit either the legal or equitable remedies available to that party.
10. RECORDS: The successful bidder shall maintain books, records and other compilations of data, pertaining to the performance of its obligations. The Governor, the State Auditor or their designees shall have the right, at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data that are required to be maintained hereunder.
11. STATUS: Nothing in this Agreement shall be deemed to constitute either the vendor or its employees as an employee of the College or of any other agency of the Commonwealth of Massachusetts, nor shall it be deemed to constitute the successful vendor or its employees as a partner of or a joint venture with the College for any purpose whatsoever.
12. INDEMNIFICATIONS: No Board of Trustees, or agents thereof, of any Community College of this Commonwealth, has the authority, statutory or otherwise, to enter into an indemnification or hold harmless agreement on behalf of a Community College of this Commonwealth. Further, pursuant to amended Article 62, §1, of the Massachusetts Constitution, and applicable Massachusetts case law, the Commonwealth is prohibited from indemnifying or holding harmless, in any manner, any individual, or any private association, or any corporation which is privately owned and managed. Where the Party to a contract with the Commonwealth is not an individual, private association, or a corporation which is privately owned and managed, the Commonwealth can indemnify or hold harmless such Party only upon a two-thirds vote of each House of the Massachusetts Legislature.

13. In the event of the repeal of amended Article 62, §1, AND the enactment of statutory authority authorizing a Board of Trustees, or agents thereof, of a Community College of this Commonwealth, to enter into an indemnification or hold harmless agreement on behalf of a Community College of this Commonwealth, the parties agree to the terms of the following paragraph(s), if any, to the extent that these terms are consistent with such statutory authority.
14. SURVIVAL: the terms, conditions, representations, and warranties contained in the contract shall survive the termination or expiration of the contract.
15. The COLLEGE shall have the right to install any additional equipment and make any alterations to the facilities, in a manner compatible with the existing facilities.
16. A minimum of three (3) meetings per the College Fiscal Year will be scheduled between the Concessionaire & the College for the purpose of enhancing communications between the Concessionaire and the various users and consumers on campus.

Article V: Termination

1. In the event that the College wishes, for reason of just cause, to terminate the agreement prior to June 30 of the following years: 2012, or 2013, or 2014, such termination intent will be sent by certified mail no less than ninety (90) calendar days prior to the intended termination date to an officer of the Vendor stating the reason for such intention to terminate. The Vendor will have fifteen (15) calendar days in which to remedy the cause, or the agreement will terminate in sixty (60) calendar days from the receipt of said mailed notice. Judgment of satisfactory remediation shall be solely that of the College, but such judgment shall be exercised reasonably and not in an arbitrary or capricious manner.
2. The Vendor may withdraw from this agreement only by giving written notice by certified mail to either the Executive Vice-President and CFO or the President's designate of the College no less than ninety (90) days prior to the intended withdrawal date, which shall fall during a period of a break between semesters or sessions.
3. **Obligation in Event of Termination:** Upon termination, all finished or unfinished documents, data, studies and reports prepared by the Vendor pursuant to this Contract, including all copies in the possession of the Vendor, shall be promptly remitted to the College together with all documents in its possession supplied to the Vendor by the College for any purpose in connection with the making or performance of this Agreement, the College shall promptly pay the Vendor for all services performed to the effective date of termination.

Article VI

The Vendor herewith certifies under the penalties of perjury that it is a corporation registered under the appropriate provisions of the General Laws of the Commonwealth of Massachusetts, and herewith sets forth the names and addresses of all persons having financial interest in this agreement in accordance with the appropriate provisions of the Massachusetts General Laws and other amending or appropriate statutes in force as of the date of this agreement:

There being no others.

The Concessionaire agrees immediately to notify the College of any change in any term of the above paragraph.

Article VII

1. The College and the Vendor warrant that this agreement represents fairly and completely the total agreement between them and further agree that no change to a provision herein, nor any additional provision, shall be in effect unless both parties shall execute a written agreement signed by persons authorized to act for both parties. It is further agreed that if any portion of this agreement is declared or found to be illegal, unenforceable or void, both parties shall be relieved of all obligation under that portion but the remaining portions shall be fully enforced; also that forbearance or indulgence in any respect of any portion of this agreement in any single instance shall not be considered a waiver of any term nor of that term in any respect or instance.
2. This agreement and its subsequent duly executed amendments or modifications shall be governed by the laws of the Commonwealth of Massachusetts and any legal actions/proceedings filed relative to this agreement shall be brought in a court of competent jurisdiction within the Commonwealth.
3. The Governor of the Commonwealth of Massachusetts or his/her designee, the Secretary of Administration and Finance or his/her designee, the State Auditor or his/her designee, and the President of the College or his/her designee shall have the right at reasonable times and upon reasonable notice to examine and copy, at reasonable expense, the books, records and other compilations of data of the security Vendor which pertain to the performance of the provisions and requirements of this agreement.

In witness of the above, the security Vendor has caused these presents to be signed, in duplicate, in its name and behalf and its corporate seal to be hereto affixed by _____ a corporate officer duly authorized to sign such instruments for the Concessionaire on the year and date written; and the College has executed these presents, in duplicate, by its President on the year and day written.

For Bunker Hill Community College:

Mary L. Fifield, President

Date

For Securitas Security Services, Inc.

Date

CERTIFICATE OF CLERK OF CORPORATION

I do hereby certify, under the pains of perjury, that I am the duly elected Clerk of Securitas Security Services, Inc., a corporation, and as Clerk have charge and custody of the corporate seal, books and records of said corporation; and that the following is a true and complete copy or paraphrase with the same meaning and intent of the resolution adopted by the Directors of said corporation at a meeting duly called and held as indicated below; that said resolution does not contravene the articles of organization or the By-Laws of the corporation and appears in full on the books of the corporation, has not been altered, amended or repealed, and remains in full force and effect at the date hereof.

RESOLVED, that _____ of this corporation be and here is hereby authorized to negotiate, execute and deliver, on behalf of the corporation, agreements and contracts.

Date of Meeting: _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this _____ day of _____

Clerk Signature

Typed Clerk Name

(affix seal)

BUNKER HILL COMMUNITY COLEGE

SECURITY SERVICES AGREEMENT

SECURITAS SECURITY SERVICES, INC.

This agreement is made and entered into by and between **Bunker Hill Community College** (herein referred to as the **College**) and **Securitas Security Services, Inc** (herein referred to as the **Contractor**) relative to security services on the campus of Bunker Hill Community College in the Charlestown District of the City of Boston, Massachusetts 02129.

WITNESS: that the **College** and the **Contractor**, for the considerations hereinafter cited, agree as follows:

I. Contract Term Length and Renewal Options

The contract period will run for an initial three (3) year period from July 1, 2016 through June 30, 2019; with two (2) one (1)-year options to renew or extend at the sole discretion of the College from July 1, 2019 to June 30, 2020; and from July 1, 2020 to June 30, 2021. Options to renew the contract will be determined at least 90 days prior

II. Statement of Work

A. General

The contractor shall provide all management, supervision, manpower, materials, supplies and equipment and shall plan, schedule, co-ordinate and assure effective performance of all services normally considered to be consistent with a well-organized, professional security operation, including but not limited to computer, fax, copy machine, and printer.

B. Typical Duties

1. Control entrances to the facilities according to established schedules and guidelines.
2. Conduct scheduled and non-scheduled roving patrols within and around College buildings and grounds using the on-Guard Management System or other appropriate device as required.
3. Enforce parking regulations in designated areas as directed.
4. Monitor and/or operate security and fire alarm systems and assist occupants to evacuate the buildings due to fire or other hazards, as directed.

5. Enforce building regulations in order to maintain the peace and to prevent theft or other misuse or misappropriation of College property.
6. Report any hazardous conditions, as directed within the Contractor Security Handbook and any post orders that are set forth. Such handbook should be provided by contractor to their employee.
7. Render first aid or obtain qualified assistance in case of accident, illness or Injury
8. Respond to emergency conditions according to prearranged guidelines and accept on-site direction from designated College officials, as directed.
9. Prepare reports as necessary, to record any incidents such as accidents, unlawful acts, fires. Etc.
10. Perform such additional duties, as may be required, such as: turn off unnecessary lighting, open and secure doors, check safes, report any unusual conditions such as flooding, heating failure, etc.
11. Valid Massachusetts driver's license is required.
12. And other related duties as assigned.

C. Personnel

1. Education/Employment Experience: High School diploma, or equivalent and two years' experience demonstrating:
 - (a) The ability to meet and to deal with the general public;
 - (b) The ability to read, understand and apply printed rules, detailed orders, instructions and training materials;
 - (c) The ability to maintain self-control under stress; and
 - (d) The ability to write clear, concise, accurate and detailed reports.
 - (e) The ability to clearly communicate with all members of the public
 - ** Guards shall be paid a minimum rate of \$13.00 per hour.
 - ** Sergeants shall be paid a minimum rate of \$14.00 per hour.
2. Age: All security personnel shall be at least 21 years of age.
3. Health and Fitness: Security Officers shall be well proportioned in height and weight and in good general health without physical abnormalities which would interfere with the performance of their duties and shall be free from any communicable diseases.
4. All personnel should be CPR/Certified.
5. Personnel may not work two (2) consecutive eight (8) hour shifts without prior written approval.
6. All personnel must be drug tested, and subject to random testing.
7. All personnel must undergo background investigation (i.e. Probation, or/and other criminal background checks). All personnel must have background investigation, including Cori check before assigned to the college. Security personnel cannot attend classes at BHCC while the security contract remains active.

D. Supervisory Personnel

1. The Contractor shall provide a site supervisor who shall be assigned exclusively to the College on a full time, 40 hour per week basis and who shall assume on-site responsibility for the security services and operations stated throughout this proposal. The site supervisor shall not be assigned to the College unless and until he/she is previously approved by the designated College representative.
**The Supervisor shall be paid at least a minimum rate of \$16.00 per hour.
2. First Aid and CPR Certified.
3. Supervisor (Account Manager) will meet and interview with the Chief of Police/Deputy Chief prior to being assigned to the site.
4. In addition to general personnel requirements stated within Section C., Supervisory Officers must be individuals of unquestionable integrity who display a mature attitude and exercise good judgement. Each Supervisor shall have a background with a minimum of 2 years of successful experience in field supervision of security services.
5. Site supervisor shall have final approval to all Security officers on site.

E. Replacement Personnel

Temporary replacement personnel (to cover for illness, vacation, etc. of regularly assigned personnel) shall meet all requirements of Section C. and D. Except that, in case of an emergency, personnel requirements, outlined, may be waived for a period of 10 hours during a 40- hour work schedule.

F. Personnel Training Requirements

1. Each Security Officer shall receive a minimum of forty (40) hours of formal classroom instruction in the following subjects, prior to reporting for duty at the College:
 - a. Duties of a Security Guard;
 - b. Authority of a Security Guard;
 - c. Incident report preparation;
 - d. Facility entry and exit control;
 - e. Traffic control;
 - f. Emergency Medical Assistance;
 - g. Handling disturbances, disorderly conduct;
 - h. Public relations;
 - i. Role of local, state, and federal police;
 - j. Rules and Regulations of the College;

- k. Crimes in progress;
 - l. Operation and care of radio equipment;
 - m. Facility orientation;
 - n. CPR;
 - o. CPR and first responder for supervisor.
2. **Personnel Training Plan:** The Contractor shall submit a plan to the Chief of Police/Deputy Chief of the required training program including a course outline, training schedule and testing procedures for the certification of all Security Officers. All formal training shall be administered by persons qualified to teach the specific subject required. Such plan must be submitted to the designated College official within ten days of the Contract award.
3. **Follow Up Orientation:** In addition to the formal training as outlined in Section F1, the Contractor shall provide a follow-up orientation for each employee no earlier than Fourteen (14) days and no later than Thirty (30) days after initial assignment to duty. The Contractor shall certify in writing to the designated College official the completion of this orientation for each individual guard within Thirty (30) days following the completion of the orientation. This orientation shall include site-specific topics including but not limited to:
- a. General and specific orders for the College
 - b. Specific procedures for responding to emergency call and fire alarms
 - c. Sensitivity Training
 - d. Sexual Harassment
 - e. Two-way radio discipline, telephone discipline
 - f. Patrol methods and responsibilities
 - g. Bomb Threats
 - h. Specific procedure regarding the use of firefighting equipment
 - i. Traffic and parking control methods
 - j. Additional training in areas at the College request with reasonable notice to contractor
 - k. Any other training the College may require

The orientation training program should be conducted during the officer's normal tour of duty by a person other than the Resident Supervisor, or Shift Supervisor who is qualified to instruct and to evaluate the officer's performance at the facility.

G. Uniforms and Supplementary Equipment

- 1. The Contractor shall supply all uniforms and Security Officers' supplementary equipment necessary for the conduct of the contract.

2. Uniforms shall be of a color and style as approved by the Chief of Police/Deputy Chief.
3. The Contractor shall submit documentation that the following items of uniform and equipment have been assigned to each security officer before their placement at this site.

<u>Item</u>		<u>Quantity</u>
Shirt	Short Sleeve	3
Shirt	Long Sleeve	3
Pants	All Season	3
Jacket	Summer	1
Jacket	Winter	1
Hat	Summer	1
Hat	Winter	1
Tie	Clip On	1
Name Tag		1
Belt		
Badge		1

5. Short sleeve shirts will be required from May 15 through October 1, and long sleeves from October 1 through May 14.
6. Security uniforms shall be worn only when the Security Officer is on official duty or is in transit between his/her home and the College or duty site.
7. Shoes shall be black. **No sneakers** are to be worn in their official capacity.
8. Each Security Officer shall be equipped with notebooks, pens, pencils, flashlight, batteries and bulbs, traffic control safety apparel and inclement weather clothing, raincoats, cap covers, overcoats, overshoes, mittens, etc. and any other necessary supplemental equipment.
9. The Contractor shall provide and maintain, on site, an adequate supply of batteries for all flashlights and traffic control batons.
10. Inclement weather clothing shall be required for those Security Officers assigned to perform duties while exposed to cold, rain and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each guard.

H. Two-Way Communications Equipment

The Contractor shall provide, maintain, replace and supplement, as necessary, the following quantities and types of radio-associated communications equipment at the College:

<u>Type of Equipment</u>	<u>Quantity</u>
a. , vehicular radio, 4 watts;	1
b. Radio, portable, two-way, 4 watts, with Heliflex antenna;	4
c. Standard belt carrying case;	4
d. Battery, nickel cadmium, rapid charge;	8
e. Battery charger, rapid charge, single cell or multi-cell capacity to charge batteries at a given time.	4

I. Patrol Vehicle

The Contractor shall furnish a new mid-size, 4 wheel drive vehicle, which shall be used to patrol at the facility, transport personnel and data to and from local agencies and other transportation duties as requested by the college.

The vehicle shall carry distinctive markings of the company 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.

J. Licenses/Permits/Fees

1. The Contractor shall assume sole responsibility for any and all applicable Federal, State and City fees and taxes.
2. The Contractor shall assume sole responsibility for securing and maintaining all relevant licenses, permits, clearances, etc., as required by law.

K. Operating and Maintenance Cost

The Contractor shall provide and pay for all facilities, service and equipment necessary to operate the security services as outlined within this specification. Including, but not limited to, gasoline, oil, vehicular fees or maintenance, watch clock repair, two-way radio repair, telephone service, etc.

L. Site Supervision

1. The Contractor agrees to provide a minimum of one (1) unscheduled supervisory inspection weekly.
2. The inspector will provide a written report of each visit in a format to be approved by the designated College representative.

M. Penalty Charges

1. The security Contractor will be assessed a penalty charge for all scheduled working hours deficient of the current scheduled and its successors, if any. Such penalty shall be an amount of One Hundred Percent (100%) of the applicable hourly rate as indicated on the bid proposal for each deficient hour in excess of two man-hours per scheduled shift period.
2. Failure to properly record stops by using the on-guard system or other appropriate device required will be assessed a penalty in the amount of one hour at the applicable rate for each round missed or completed improperly without adequate justification.
3. In addition to the penalty in section, M-1 a \$100.00 fine per violation per day shall be charged in addition to any additional costs incurred by the college. The college rate will be \$35.00 per hour. per person, plus actual invoice cost received by the college.

N. Contractor's Liability Insurance

1. The Contractor agrees to furnish and keep in full force during the term of the agreement, worker's compensation and employer's liability insurance covering all persons employed by the contractor who are engaged in the performance of the services rendered to the College. The Contractor shall include a provision that there will be no right of subrogation against the College in the event of a workers' compensation or liability insurance payment.
2. The Contractor shall have and maintain without deductibility, Contractor's Public Liability and Property Insurance and Contractor's Protective Public Liability, Protective Property Damage Liability Insurance and Comprehensive Automobile Liability in not less than the following amounts:

- i) Worker's Compensation

Worker's compensation must include and cover working executives and owner/operators.

- 1) State

Statutory

2) Applicable Federal	Statutory
3) Employer's Liability Each Accident	\$1,000,000.00
Disease policy limit	\$500,000.00
Disease per employee	\$100,000.00

ii) Comprehensive General Liability

(Including Premises-Operations: Independent Contractor's Protective: Products and Completed Operation Broad Form Property)

1) Bodily Injury	
a) Each Person	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00
2) Property Damage	
a) Each Occurrence	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00

iii) Contractual Liability

1) Bodily Injury	
a) Each Occurrence	\$1,000,000.00
2) Property Damage	
a) Each Occurrence	\$1,000,000.00
b) Annual Aggregate	\$1,000,000.00

iv) Personal Injury with Employment Exclusion deleted

3) Annual Aggregate	\$1,000,000.00
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v) Comprehensive Automobile Liability

1) Bodily Injury	
a) Each Person	\$1,000,000.00
b) Each Occurrence	\$1,000,000.00
2) Property Damage	
a) Each Occurrence	\$1,000,000.00

vi) Umbrella Policy	\$5,000,000.00
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3. Each certificate or instrument shall contain a valid provision of endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written notice thereof to the College and that the insurance

company waives their right to subrogation and indemnification against the College and the Commonwealth.

4. All insurance policies required herein shall contain the following provision or its equivalent with the same meaning and intent:

“The insurance company waives any right of subrogation and indemnification against Bunker Hill Community College, its trustees, officers, employees or their agents, or the Commonwealth of Massachusetts which may arise by reason of any payments under this policy.”

Insurance certificates are to be delivered to:

**Business Office, Room: B325
Bunker Hill Community College
250 New Rutherford Ave
Charlestown MA 02129**

5. The Contractor shall submit to the College, promptly upon bid award, copies of all required insurance certificates to cover all damage to College property or private property and personal injury including but not limited to student, faculty, staff or visitor automobiles on campus grounds.
6. The Contractor will provide evidence, promptly upon bid award, that its employees are covered under an unemployment compensation program.

P. SPECIAL CONTRACT REQUIREMENTS

- i. **Standard of Conduct.** The Contractor shall be responsible for maintaining satisfactory standards of employee competency conduct appearance and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets or use College telephones or computers except as authorized. Each Security Officer is expected to adhere to standards of behaviour that reflects credit on him/her, his/her employer and the College.
- ii. **Recording Presence.** Each Security Officer must sign in and sign out when reporting for duty and when leaving at the end of the workday on College approved time cards countersigned by each shift supervisor. A copy of the time slip will be submitted to Public Safety on a weekly basis. Only Security personal on duty are authorized to be on College property at any time.

iii. Removal from Duty. The College through its designated representative may request the Contractor to immediately remove any Security Officers from the College whose conduct or appearance has been determined to be unsatisfactory. The Contractor must comply with these requests. Examples of unsatisfactory conduct include, but are not limited to:

1. Neglect of duty.
2. Falsification or concealment, removal, mutilation or destruction of any official documents or records or concealment of material facts by willful omissions from official documents or records.
3. Disorderly conduct.
4. Theft, vandalism, immoral conduct.
5. Selling, consuming or being under the influence of intoxicants or substances providing similar effects.
6. Improper use of authority or credentials.
7. Unauthorized use of College communications equipment, telephones or other College property.
8. Violation of College security procedures or regulations.
9. Or any other violation of Massachusetts General Law.

iv. Employee requirements for business in Massachusetts.

Background/CORI check requirements: Prior to any work engagement all Bidders awarded this Contract should be prepared to obtain a Publicly Accessible Massachusetts CORI check on any and all individual employees who are to enter public offices of the Commonwealth, or provide services to any Purchasing Entity of the Commonwealth. Results of the Publicly Accessible Massachusetts CORI check are to be revealed to the Purchasing Entity before any work is engaged. The Purchasing Entity shall be responsible for requesting CORI checks

*Statement of Compliance with all applicable State and Federal, OSHA, anti-discrimination and equal employment opportunity laws.

*Certificates of Insurance currently in force: Property damage, workmen's compensation, public liability, bodily injury, employer liability, employee bonding and fidelity insurance.

Q. SCHEDULE A

**STAFFING SCHEDULE
MONDAY –FRIDAY**

7:00 a.m. to 3:00 p.m.	B-Bldg	1 SUPERVISOR	40 Hours
		1 Guard	40 Hours
6:00am to 2:30 pm	G-Bldg	1 Guard	42.5 Hours
7:00am to 3:00 pm	H- Bldg	1 Guard	40 Hours
3:00 p.m. to 11:00 p.m.	B-Bldg	1 Sergeant	40 Hours
		1 Guard	40 Hours
2:30 pm to 11:00 pm	G-Bldg	1 Guard	42.5 Hours
3:00 pm to 11:00 pm	H-Bldg	1 Guard	40 Hours
11:00 p.m. to 7:00 a.m.	B-Bldg	1 Sergeant	40 Hours
		1 Guard	40 Hours

SATURDAY and SUNDAY

1 Sergeant per shift	B-Bldg	3-shifts	48 Hours
7:00 a.m. – 3:00 p.m.	B-Bldg	1 Guard	16 Hours
3:00 p.m. –11:00 p.m.	B-Bldg	1 Guard	16 Hours
11:00 p.m. – 7:00 p.m.	B-Bldg	1 Guard	16 Hours
6:00 a.m. - 2:00 p.m.	G-Bldg	1 Guard	16 Hours
2:00 p.m. – 10:00 p.m.	G-Bldg	1 Guard	16 Hours
8:00 am to 4:00 pm	H-Bldg	1 guard	16 Hours

Hours broken down for each Building

B-Building has 336 total hours

G-Building has 117 total hours

H-Building has 96 total hours

WEEKLY TOTAL HOURS:

549 HOURS

Holiday staffing cost should be included within the basic rate structure. No extra premium or overtime charges will be allowed for coverage on a holiday. For holiday scheduling, use Saturday-Sunday manpower schedule, as outlined above.

Any additional staffing shall be at the contract rate with a 72 hour notification and approval by the College. The College has other satellite campuses and additional security services may be required.

The College reserves the right to reduce the requirements for numbers of personnel either on a short-term or long-term basis, as its needs dictate. In the event of such reduction in force, the payments to the successful bidder shall be pro-rated based on the "Per Hour" rate per person quoted in each of the five (5) price periods as shown on the proposal page. This portion of the specifications shall be subject to negotiation with the successful bidder relative to the final form and terminology of contract. Bidders may submit an additional proposal to include such special terms as appear in their best interests.

R. FACILITIES AND SUPPORT PROVIDED BY THE COLLEGE

- A. Office area with desk, chair and on-campus telephone.
- B. Parking facilities as provided for regular College support personnel.

III. The Contractor agrees to provide the following:

1. Maintenance and/or replacement, as applicable, for all Contractor-provided equipment, in a manner compatible with the existing facilities, at all times, during the life of this contract, upon the event of non-renewal, cancellation, termination or expiration of the contract, for all items, in accordance with appropriate sanitation and health codes, and in accordance with manufacturer's warranties and preventative maintenance procedures as well as emergency repairs, all at the sole cost of the Contractor. The Contractor may provide and install, at its own expense, additional equipment after first receiving the approval of the College.
2. Assume sole responsibility for securing, maintaining, and paying for any and all relevant licenses, permits, clearances, approvals, fees and taxes required by any and all Federal, state, County or City laws or statutes without recourse to the College as required for its performance under the contract; and shall post or display in a prominent place such permits and/or notices as required by law.
3. In carrying out the work covered by the agreement, the Contractor will comply with all applicable College, State and Federal laws, statutes, regulations, policies and orders relative to equal employment opportunity, civil rights, non-discrimination, affirmative action, health and safety as they exist at the effective date of the agreement or as they are subsequently promulgated, without recourse to the College and so as to hold the College harmless.
4. Provide all required and necessary related personnel and labor with appropriate

and distinctive security clothing, badges, name tags which are to be worn during all working hours; all personnel shall present a clean and hygienic appearance at all times.

5. Provide all customary insurance coverage, throughout the life of this agreement without recourse to the College and so as to hold the College harmless. For all insurance required herein, a certified copy of each policy or certificate of such insurance shall be delivered to the College within fourteen (14) calendar days after the signing of this document by both parties. Each certificate or instrument shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) calendar days written advance notice thereof to the College. If determined necessary by the College, the Contractor shall deliver to the College, upon demand, the original of any policy herein for review, and upon completion of said review, said policy shall be returned to the Contractor. Said policies shall contain the following provisions:

“The insurance company waives any right of subrogation against Bunker Hill Community College, The Board of Higher Education and the Commonwealth of Massachusetts or any of their officers, trustees or agents which may arise by reason of any payment under this policy.”

6. The Contractor indemnifies the Awarding Authority, Bunker Hill Community College, the Board of Higher Education, and the Commonwealth of Massachusetts from any liability during the performance of the security service function within this agreement.
7. Maintenance of accurate and complete narrative records for security services; a report of which shall be provided on a daily basis to the College’s Director of Public Safety or by an authorized state agency.
8. The College is to be under no obligation to purchase or otherwise assume ownership of or responsibility for any equipment, vehicles, or other materials owned or otherwise held by the Contractor as being on hand on July 1, 2016.
9. The Contractor agrees to perform the Security Services for the College at various times, days and special event functions on an as yet needed basis by the College.
10. Assignment: The Contractor shall not assign or subcontract, in whole or in part, its rights or obligations under the contract without prior written consent of the College. Any attempted assignments without said consent shall be void and of no effect.
11. The Contractor shall pay all contractors in a timely manner, according to agreement with the contractors so as not to interfere with the delivery of goods and/or services to the College.

12. The Contractor agrees that the on-site Security Service Manager/Supervisor will meet with the designated leadership of the Student Government Association and staff of the Student Activities Department to discuss service issues and other adopted concerns on an as needed basis. Meeting schedules may be adjusted for an as-needed-basis as agreed upon by both parties.
13. The Contractor agrees to maintain its corporate policy of CORI screening and training for its Security Service employees concerning health issues as well as background checks for security issues. No security staff personnel are allowed employment at the College without a successful CORI screen.
14. The contractor agrees to implement its EPP plan as proposed in the bid response.
15. The contractor agrees to participate in the Affirmative Market Program and include Supplier Diversity Plan in its operation.
16. Following proposed price schedule is endorsed by this agreement.

PRICE PROPSAL SHEET

The following proposal is submitted in response to the requirements and specifications included in the title bid and in accordance with the manpower scheduling as indicated in "Schedule A". The award will be applied to the initial 3-year period through 06/30/2019.

CONTRACT PRICE PER PERIOD	Site Supervisor	per Person per Hour	Scheduled Monthly	Full Period
(1) July 1, 2016 thru June 30, 2017	\$ 22.91	\$ 18.54	\$ 45,804	\$ 549,644
(2) July 1, 2017 thru June 30, 2018	\$ 22.91	\$ 18.54	\$ 45,804	\$ 549,644
(3) July 1, 2019 thru June 30, 2020	\$ 23.60	\$ 19.10	\$ 47,178	\$ 566,133
(4) July 1, 2020 thru June 30, 2021 (option year #1)	\$ 23.95	\$ 19.38	\$ 47,886	\$ 574,625
(5) July 1, 2021 thru June 30 2022(option year #2)	\$ 24.31	\$ 19.67	\$ 48,604	\$ 583,244
TOTAL			\$ 2,823,290	

DATE March 21, 2016

SIGNATURE John R. Chapin

TYPED NAME & TITLE John R Chapin, CPP Area Vice President

COMPANY NAME Securitas Security Services, USA

IV. THE COLLEGE'S CONDITIONS

1. Wherever the College is referred to herein, such reference will be to the President or his/her specific designee, as stated periodically in writing during the term of the contract.
2. The Agreement shall be governed and construed in accordance with the laws and regulations of and within the Commonwealth of Massachusetts and the City of Boston.
3. Should the College facilities, programs and services expand, or additional space become available in its structure, during the life of this contract, the Contractor will be have proprietary rights of first refusal to perform/deliver security services in the expanded if warranted and approved by the College.
4. The Contractor maybe offered an opportunity for security services for all College related special events as determined by the College. Additional requests for Special Event Services/hours for satellite campuses are subject to approval only per the College; such changes will allow for additional security staffing and sound business judgment, etc.
5. The College reserves the right to conduct regular inspections and examinations of all Security Service Areas for the purpose of checking equipment and verifying compliance with all elements of the RFR/Security Agreement. Such inspection will not relieve the Contractor of the legal responsibility in regard to other terms of this agreement or of the direct responsibility to observe compliance without recourse to the College and so as to hold the College harmless. The College reserves the right to apply standard, acceptable measures and criteria in performing such inspections and to demand immediate corrective action on the part of the Contractor.
6. The terms, offers, inducements and other statements made by and included in the Contractor's accepted response---including, but not limited to, those dealing with staffing levels, staff hours, hours of operation, supplier diversity plans, environmental plans, and all other elements of the RFR bid will be incorporated as part of the contract as they are superseded, amplified or amended by a specific portion of this document.
7. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without fault or

negligence. Such causes may include, but are not limited to: Acts of God or of a public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay, and provided that nothing in this provision shall be deemed to extend the term hereof.

8. SEVERABILITY: If any provision of this Agreement is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
9. WAIVERS: All conditions, covenants, duties and obligations contained in this Agreement can be waived or amended only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit either the legal or equitable remedies available to that party.
10. RECORDS: The successful bidder shall maintain books, records and other compilations of data, pertaining to the performance of its obligations. The Governor, the State Auditor or their designees shall have the right, at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data that are required to be maintained hereunder.
11. STATUS: Nothing in this Agreement shall be deemed to constitute either the contractor or its employees as an employee of the College or of any other agency of the Commonwealth of Massachusetts, nor shall it be deemed to constitute the successful contractor or its employees as a partner of or a joint venture with the College for any purpose whatsoever.
12. INDEMNIFICATIONS: No Board of Trustees, or agents thereof, of any Community College of this Commonwealth, has the authority, statutory or otherwise, to enter into an indemnification or hold harmless agreement on behalf of a Community College of this Commonwealth.
13. SURVIVAL: the terms, conditions, representations, and warranties contained in the contract shall survive the termination or expiration of the contract.
14. The COLLEGE shall have the right to install any additional equipment and make any alterations to the facilities, in a manner compatible with the existing facilities.
15. A minimum of three (3) meetings per the College Fiscal Year will be scheduled between the Concessionaire & the College for the purpose of enhancing communications between the Concessionaire and the various users and consumers on campus.

V. Termination Clause

1. The contract shall terminate on the date specified in the Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to the date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The College may terminate the Contract without cause and without penalty, or may terminate or suspend the Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligations required by the Contract, or availability of sufficient funds for the purposes of the contract, or in the event of unforeseen public emergency mandating immediate action. Such termination intent will be sent by certified mail no less than ninety (30) calendar days prior to the intended termination date to an officer of the Contractor stating the reason for such intention to terminate. The Contractor will have fifteen (15) calendar days in which to remedy the cause, or the agreement will terminate in thirty (30) calendar days from the receipt of said mailed notice. Judgment of satisfactory remediation shall be solely that of the College, but such judgment shall be exercised reasonably and not in an arbitrary or capricious manner.
2. The Contractor may withdraw from this agreement only by giving written notice by certified mail to either the Executive Vice-President and CFO or the President's designate of the College no less than ninety (90) days prior to the intended withdrawal date, which shall fall during a period of a break between semesters or sessions.
3. **Obligation in Event of Termination:** Upon termination, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract, including all copies in the possession of the Contractor, shall be promptly remitted to the College together with all documents in its possession supplied to the Contractor by the College for any purpose in connection with the making or performance of this Agreement, the College shall promptly pay the Contractor for all services performed to the effective date of termination.

VI. Certification and Signatures

The Contractor herewith certifies under the penalties of perjury that it is a corporation registered under the appropriate provisions of the General Laws of the Commonwealth of Massachusetts, and herewith sets forth the names and addresses of all persons having financial interest in this agreement in accordance with the appropriate provisions of the Massachusetts General Laws and other amending or appropriate statutes in force as of the date of this agreement:

There being no others.

The Concessionaire agrees immediately to notify the College of any change in any term of the above paragraph.

1. The College and the Contractor warrant that this agreement represents fairly and completely the total agreement between them and further agree that no change to a provision herein, nor any additional provision, shall be in effect unless both parties shall execute a written agreement signed by persons authorized to act for both parties. It is further agreed that if any portion of this agreement is declared or found to be illegal, unenforceable or void, both parties shall be relieved of all obligation under that portion but the remaining portions shall be fully enforced; also that forbearance or indulgence in any respect of any portion of this agreement in any single instance shall not be considered a waiver of any term nor of that term in any respect or instance.

2. This agreement and its subsequent duly executed amendments or modifications shall be governed by the laws of the Commonwealth of Massachusetts and any legal actions/proceedings filed relative to this agreement shall be brought in a court of competent jurisdiction within the Commonwealth.

3. The Governor of the Commonwealth of Massachusetts or his/her designee, the Secretary of Administration and Finance or his/her designee, the State Auditor or his/her designee, and the President of the College or his/her designee shall have the right at reasonable times and upon reasonable notice to examine and copy, at reasonable expense, the books, records and other compilations of data of the security Contractor which pertain to the performance of the provisions and requirements of this agreement.

In witness of the above, the security Contractor has caused these presents to be signed, in duplicate, in its name and behalf and its corporate seal to be hereto affixed by _____ a corporate officer duly authorized to sign such instruments for the Concessionaire on the year and date written; and the College has executed these presents, in duplicate, by its President on the year and day written.

For Securitas Security Services, Inc.

John R. Chapin, Area Vice President

Date

For Bunker Hill Community College:

John K Pitcher, Vice President , Administration and Finance

Date

CERTIFICATE OF CLERK OF CORPORATION

I do hereby certify, under the pains of perjury, that I am the duly elected Clerk of Securitas Security Services, Inc., a corporation, and as Clerk have charge and custody of the corporate seal, books and records of said corporation; and that the following is a true and complete copy or paraphrase with the same meaning and intent of the resolution adopted by the Directors of said corporation at a meeting duly called and held as indicated below; that said resolution does not contravene the articles of organization or the By-Laws of the corporation and appears in full on the books of the corporation, has not been altered, amended or repealed, and remains in full force and effect at the date hereof.

RESOLVED, that _____ of this corporation be and here is hereby authorized to negotiate, execute and deliver, on behalf of the corporation, agreements and contracts.

Date of Meeting: _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this _____ day of _____

Clerk Signature

Typed Clerk Name

(affix seal)

**SECURIY SERVICES-BUNKER HILL COMMUNITY COLLEGE-2016
Security IFB EVALUATION WORKSHEET**

Name of Bidder _____

Name of Reviewer (PMT Member) _____

Date _____

Final Score _____

Instructions: The PMT will score the evaluation through a point (100) value system. All Bidders will receive an average of all the reviews done by PMT members. The contract award will be given to the best candidates overall and not just based on price. The Procurement Manager is able to compare prices among all bidders and provide points accordingly. These points will be added to the points that each PMT member assigns during the evaluation. Bidder submissions will receive points based on the following:

Mandatory Requirements	Total Points Available	Comments by Reviewer and/or Team	Score
Business Experience	10 Points		
Business Capacity & Quality	15 Points		
Environmental and Business Continuity Plan	5 Points		
Financial Stability	10 Points		
Professional References	10 Points		
Pricing	50 Points		
	100 Points	Final Score	

**SECURIY SERVICES-BUNKER HILL COMMUNITY COLLEGE-2016
Security IFB EVALUATION WORKSHEET**

1. BUSINESS EXPERIENCE

(Total Maximum 10 points)

The purpose of these requirements is to identify companies that have experience in the industry, with reliable services, financial stability, and to recognize the companies that are environmentally conscious.

Please mark with an (X) in any criterion that applies to the Bidder that you are evaluating.

1. Company's years in the industry:

- | | |
|---|--|
| <input type="checkbox"/> Less than three (3) years: 0 Points | <input type="checkbox"/> Three (3) years minimum: 3 Point |
| <input type="checkbox"/> Four (4) to six (6) years: 4 Points | <input type="checkbox"/> Six (6) and over: 5 Points |
| Total Points _____ | |

2. Company's Certifications or Affiliations:

- | | |
|---|--|
| <input type="checkbox"/> At least one professional certification: 1 Points | <input type="checkbox"/> No certification or non-provided: 0 Points |
| Total Points _____ | |

3. Contractual Agreements:

- No existing contractual agreement in the last 36 months: **0**
 - in the last 36 months the Bidder had at least two (2) agreements in place: **1 Point**
 - in the last 36 months the Bidder had more than two (2) agreements in place: **2 Points**
- Total Points** _____

4. Individuals Resume:

- No information provided **0 Points**
 - Individual(s) specialized experience in his/her field for up to (1) year **1 Points**
 - Individual(s) specialized experience in his/her field for over (1) year **2 Points**
- Total Points** _____

Total Points for Business Experience _____

SECURIY SERVICES-BUNKER HILL COMMUNITY COLLEGE-2016
Security IFB EVALUATION WORKSHEET

2. BUSINESS CAPACITY AND QUALITY (Total Maximum 15 points)

The principle behind these prerequisites is to award the contract to companies that have a system in place to recruit and hire qualified workers, that provide adequate training to their employees, and that can determine how their resources should be allocated in case of an emergency.

1. Hiring Practices/Compliance [Check all that applies]:

- | | |
|---|---|
| <input type="checkbox"/> Recruitment Program 4 Points | <input type="checkbox"/> Selection Criteria 3 Points |
| <input type="checkbox"/> Process by which candidates are chosen 3 Points | <input type="checkbox"/> Background (CORI) checks for workers 2 Points |
| <input type="checkbox"/> Experience requirements for applicants 2 Points | <input type="checkbox"/> Orientation/Training Program 1 Points |
| <input type="checkbox"/> Quality Assurance policies and inspections 1 Points | <input type="checkbox"/> No information provided 0 Points |

Total Points _____

3. ENVIRONMENTAL PLAN (Total Maximum 2 points)

Environmental Plan [Check all that apply]:

- No information provided **0 Points**
- Bidder has a recycling program **1 Points**
- Bidder uses products and equipment with are environmentally friendly **1 Points**

Total Points _____

3. BUSINESS CONTINUITY PLAN (Total Maximum 3 points)

Business Continuity Plan [Check all that apply]:

- No information provided **0 Points**
- Bidder has a significant Business Continuity Plan (BCP) **2 Points**
- Bidder described work recovery measures **1 Point**

Total Points _____

4. FINANCIAL STABILITY (Total Maximum 10 points)

SECURIY SERVICES-BUNKER HILL COMMUNITY COLLEGE-2016
Security IFB EVALUATION WORKSHEET

- **Statements of Net Position:**
 - Total Assets are greater than the Total Liabilities = **2.5 points**
 - Total Assets equals the Total Liabilities = **1 point**
 - Total Assets is less than the Total Liabilities = **0 points**
- **Revenues/Expenses statement:**
 - Total Revenue is greater than the Total Expenses = **2.5 points**
 - Total Revenue equals the Total Expenses = **1 point**
 - Total Revenue is less than the Total Expenses = **0 points**
- **Retained earnings::**
 - Retained Earnings are invested back into the company and produce high growth = **2.5 points**
 - Retained Earnings are invested back into the company and produce no growth = **1 point**
 - Retained Earnings are invested back into the company and the company is losing money = **0 points**
- **Cash flows:**
 - Cash Receipts are greater than the Cash Payments(for Operating expenses) = **2.5 points**
 - Cash Receipts are equal to the Cash Payments(for Operating expenses) = **1 point**
 - Cash Receipts are less than the Cash Payments(for Operating expenses) = **0 points**

Total Points_____

6. PROFESSIONAL REFERENCES

(Total maximum 10 points)

Business references are required from customers with whom there is a standing business relationship of one year or greater duration. Values are averaged from references supplied to PMT by IFB due date. Answers values are from zero to 10; Ten (10) is the highest value and zero (0) the lowest value.

- Question 1. Bidder's willingness and ability to provide contracted services - likeliness of your future use:
- Reference Letter #1 _____
- Reference Letter #2 _____
- Reference Letter #3 _____

Average for Question 1 _____

- Question 2. Bidder's ethical approach, integrity, responsiveness and effectiveness in resolving problems:
- Reference Letter #1 _____
- Reference Letter #2 _____
- Reference Letter #3 _____

Average for Question 2 _____

- Question 3. Bidder's communication, leadership, thoroughness and the availability of key personnel:
- Reference Letter #1 _____
- Reference Letter #2 _____

SECURIY SERVICES-BUNKER HILL COMMUNITY COLLEGE-2016
Security IFB EVALUATION WORKSHEET

Reference Letter #3 _____

Average for Question 3 _____

- Question 4. Bidder's organizational approach to reporting, internal controls, & meeting emergency needs:

Reference Letter #1 _____

Reference Letter #2 _____

Reference Letter #3 _____

Average for Question 4 _____

- Question 5. Your overall ranking for bidder's service performance with your organization

Reference Letter #1 _____

Reference Letter #2 _____

Reference Letter #3 _____

Average for Question 5 _____

Excellent=10
Good=8
Fair=6
Poor=0

7. Price Evaluation (Total Maximum 50 points)

In this category, point will be assigned by ranking price proposals. Lowest price bid will secure 50 points from this category. 2nd lowest will secure 40, 3rd will secure 30 and so on in decrement of 10 points for each subsequent position.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Securitas Security Services USA Inc (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Bunker Hill Community College MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): One Harbor Street, Suite 301, Boston MA 02210		Business Mailing Address: 250 New Rutherford Ave, Boston MA 02129	
Contract Manager: John R Chapin, CPP		Billing Address (if different): Attn: Business Office, apayable@bhcc.mass.edu	
E-Mail Address: john.chapin@securitasinc.com		Contract Manager: Robert A Barrows	
Phone: 617-568-5141	Fax: 617-568-5118	E-Mail Address: rbarrows@bhcc.mass.edu	E-Mail Address 2:
Contractor Vendor Code: Payment Address Code: (e.g. "AD001") AD0_____. Is this Payment Address Code set up for EFT? <input type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach EFT paperwork)		Phone: 617-228-2241	Fax: 617-228-2381
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (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 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify exemption: <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> federal grant/trust; <input type="checkbox"/> initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT CONTRACTED SECURITY SERVICES TO BUNKER HILL COMMUNITY COLLEGE'S CAMPUSES. RATES AND SCHEDULES ARE INCLUDED IN THE AGREEMENT TITLED "SECURITY SERVICES AGREEMENT"			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR 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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30/2019</u> , 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.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " 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 makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATORY FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Payment Remittance Address: Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Payment Policy.

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Legal notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: Enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned along with the [Payment Remittance Address Code](#) (e.g., "AD001") for this Contract. The Department is responsible for verifying with authorized signatories of the Contractor, as part of the procurement and contracting process, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the Vendor Code and that the payment address code is set up for EFT payments. **EFT is required for all payments absent exceptional circumstances.**

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#), assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice under the Contract.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. An alternate contact may also be entered under E-Mail Address 2 (optional). Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new.

(Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other Exemption: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#)."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other Exemption: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

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incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Payment Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) has been selected. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the [Settlement and Release Form](#). Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" 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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" which purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Contractor Code of Conduct and Business Ethics. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c.30, § 39R](#); [G.L. c.149, § 27C](#); [G.L. c.149, § 44C](#); [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

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Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [State tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11: New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a

minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) ([Prevailing Wages for Contracts for Meat Products and Clothing and Apparel](#)); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sec. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272](#), [Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111](#), [Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP SmartBid subscription process at: [www.comm-pass.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the



Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

[Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.](#) For 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, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

[Executive Order 130. Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

[Executive Order 346. Hiring of State Employees By State Contractors.](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

[Executive Order 444. Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

[Executive Order 504. Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and

penalties of perjury that the Contractor (1) has read Commonwealth Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. [Executive Orders 523, 524 and 526](#). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4,T&C):		Business Mailing Address:	
Contract Manager:		Billing Address (if different):	
E-Mail Address:		Contract Manager:	
Phone:	Fax:	E-Mail Address:	E-Mail Address 2:
Contractor Vendor Code: Payment Address Code: (e.g. "AD001") ADO ____.		Phone:	Fax:
Is this Payment Address Code set up for EFT? <input type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach EFT paperwork)		MMARS Doc ID(s): RFR/Procurement or Other ID Number:	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (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 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated 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 exemption: ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ federal grant/trust; ___ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR 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. 			
CONTRACT END DATE: 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.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " 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 makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, 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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATORY FOR THE CONTRACTOR:		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Payment Remittance Address: Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Payment Policy.

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Legal notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: Enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned along with the [Payment Remittance Address Code](#) (e.g., "AD001") for this Contract. The Department is responsible for verifying with authorized signatories of the Contractor, as part of the procurement and contracting process, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the Vendor Code and that the payment address code is set up for EFT payments. **EFT is required for all payments absent exceptional circumstances.**

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#), assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice under the Contract.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. An alternate contact may also be entered under E-Mail Address 2 (optional). Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other

reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other Exemption. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other Exemption. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from

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being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Payment Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Payment Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) has been selected. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the [Settlement and Release Form](#). Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" 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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" which purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Contractor Code of Conduct and Business Ethics. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied

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and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [State tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C Sec. 12,101, et seq.](#) the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP SmartBid subscription process at: [www.commm-pass.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment,

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lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For 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, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the

awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

INVITATION FOR BIDS

Sealed Invitation for Bids are invited for Campus Security Services at Bunker Hill Community College, Charlestown Campus. Information for Bid Requirements is available in Room B-325, Bunker Hill Community College, 250 New Rutherford Avenue, Charlestown, MA 02129-2991 from February 01, 2016. All elements and all forms of the bid must be delivered and date-stamped at the above office by 1:00PM, March 21, 2016.

BUNKER HILL COMMUNITY COLLEGE

INVITATION FOR BID (IFB)

CONTRACT SECURITY SERVICE

Document Number: BHCPS2016

I. General Information and Bid Submission Requirements

Statement of Purpose

To provide campus security services to Bunker Hill Community College.

Bid Delivery

All bids must be delivered to: Bunker Hill Community College, Room-B325, 250 New Rutherford Ave., Boston, MA 02129-2925.

All elements and all forms of the bid must be delivered and date-stamped at the above office by 1:00 PM, May 2, 2016. Late Bid responses will not be accepted. Bids which are either faxed or electronically submitted will not be accepted as a bid delivery. Information submitted beyond the scope required in the IFB may hinder vendor evaluation. One bidder will be awarded the Security Service contract.

Two (2) copies of the bid should be submitted. Bids must be sealed and marked as follows: **BHCPS2016**

All bids must include a form W9, Non-Collusion Form, Tax Compliance Form and Reference Form.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the signature of at least one general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded after 45 Days of the bid submission deadline. The time for award may be extended for up to 30 additional days by mutual agreement between Bunker Hill Community College and the apparent highest responsive and responsible bidder that offers the best value to the College.

Bunker Hill Community College
Public Safety
Changes and Addenda

If any changes are made to this IFB, an addendum will be issued to all bidders on record as having picked up the IFB. Bidders may not alter either the IFB language, specifications, terms & conditions or IFB component; Bidder modifications to the IFB are prohibited; any such modifications will disqualify a Bidder.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the Bunker Hill Community College prior to the time and date set for the deadline of bid submission. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB. The College makes no guarantee that any service will be purchased resulting from this IFB. A bidder's alteration to this IFB will disqualify the bidder from the bid process

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the College or fair competition.

Bidder Responsibility

This IFB is distributed printed materials and should be collected from the Business Office of Bunker Hill Community College, 250 New Rutherford Ave, Charlestown MA 02129. The college accept no liability and will not provide any accommodation to bidders who submit a response based upon an out-of-date solicitation document.

Right to Cancel/Reject Bids

The Bunker Hill Community College may cancel this IFB, or reject in whole or in part any and all bids, if the College determines that cancellation or rejection serves the best interests of the College. The College will not acknowledge a bidder's Terms & Conditions throughout the award. Terms & Conditions are negotiable by mutual agreement/contract; final Terms & Conditions are at the sole discretion of the College.

II. Purchase Description/Scope of Services

It is the intention of Bunker Hill Community College to award a contract for 24 hour, seven-day-per-week campus security services to the successful bidder effective: July 1, 2016 to June 30, 2019, with option to renew for two (2) additional one-year periods. The terms of the contract will be developed as mutually agreeable between the successful bidder and the officers of the College as to all terms, conditions and specifications. The College reserves the right to waive any informality of the College and the Commonwealth of Massachusetts.

Proposals are due no later than, May 2, 2016, by 1:00PM. All bids shall be sealed and marked, BHCP2016.

Bunker Hill Community College
Public Safety
Statement of Work

A. General

The contractor shall provide all management, supervision, manpower, materials, supplies and equipment and shall plan, schedule, co-ordinate and assure effective performance of all services normally considered to be consistent with a well-organized, professional security operation, including but not limited to computer, fax, copy machine, and printer.

B. Typical Duties

1. Control entrance to the facilities according to established schedules and guidelines.
2. Conduct scheduled and non-scheduled roving patrols within and around College buildings and grounds using Detex Watch clocks or other appropriate device as required.
3. Enforce parking regulations in designated areas as directed.
4. Monitor and/or operate security and fire alarm systems and assist occupants to evacuate the buildings due to fire or other hazards, as directed.
5. Enforce building regulations in order to maintain the peace and to prevent theft or other misuse or misappropriation of College property.
6. Report any hazardous conditions, as directed within the Security Manual for the facility.
7. Render first aid or obtain qualified assistance in case of accident, illness or Injury
8. Respond to emergency conditions according to prearranged guidelines and accept on-site direction from designated College officials, as directed.
9. Prepare reports as necessary, to record any incidents such as accidents, unlawful acts, fires. Etc.
10. Perform such additional duties, as may be required, such as: turn off unnecessary lighting, open and secure doors, check safes, report any unusual conditions such as flooding, heating failure, etc.
11. Valid Massachusetts driver's license.
12. And other related duties as assigned.

**Bunker Hill Community College
Public Safety**

C. Personnel

1. Education/Employment Experience: High School diploma, or equivalent and two years experience demonstrating:
 - (a) the ability to meet and to deal with the general public;
 - (b) the ability to read, understand and apply printed rules, detailed orders, instructions and training materials;
 - (c) the ability to maintain self control under stress; and
 - (d) the ability to write clear, concise, accurate and detailed reports.** Guards shall be paid a minimum rate of \$11.50 per hour.
** Sergeants shall be paid a minimum rate of \$12.50 per hour.
2. Age: All security personnel shall be at least 21 years of age.
3. Health and Fitness: Security Officers shall be well proportioned in height and weight and in good general health without physical abnormalities which would interfere with the performance of their duties and shall be free from any communicable diseases.
4. All personnel should be CPR/Certified.
5. Personnel may not work two (2) consecutive eight (8) hour shifts without prior written approval.
6. All personnel must be drug tested, and subject to random testing.
7. All personnel must undergo background investigation (i.e. Probation, or/and other criminal background checks). All personnel must have background investigation, including Cori check before assigned to the college. Security personnel cannot attend classes at BHCC while the security contract remains active.

D. Supervisory Personnel

1. The Contractor shall provide a site supervisor who shall be assigned exclusively to the College on a full time, 40 hour per week basis and who shall assume on- site responsibility for the security services and operations stated throughout this proposal. The site supervisor shall not be assigned to the College unless and until he/she is previously approved by the designated College representative. **The Supervisor shall be paid at a rate of \$13.50 per hour.
- 2 First Aid and CPR Certified.
3. Supervisor should meet the prior approval of Bunker Hill Community College.

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4. In addition to general personnel requirements stated within Section C., Supervisory Officers must be individuals of unquestionable integrity who display a mature attitude and exercise good judgement. Each Supervisor shall have a background with a minimum of 2 years of successful experience in field supervision of security services.

5. Site supervisor shall have final approval to all Security officers on site.

E. Replacement Personnel

1. Temporary replacement personnel (to cover for illness, vacation, etc. of regularly assigned personnel) shall meet all requirements of Section C. and D. Except that, in case of an emergency, personnel requirements, outlined, may be waived for a period of 10 hours during a 40- hour work schedule.

F. Personnel Training Requirements

1. Each Security Officer shall receive a minimum of forty (40) hours of formal classroom instruction in the following subjects, prior to reporting for duty at the College:
 - a. Duties of a Security Guard;
 - b. Authority of a Security Guard;
 - c. Incident report preparation;
 - d. Facility entry and exit control;
 - e. Traffic control;
 - f. Emergency Medical Assistance;
 - g. Handling disturbances, disorderly conduct;
 - h. Public relations;
 - i. Role of local, state, and federal police;
 - j. Rules and Regulations of the College;
 - k. Crimes in progress;
 - l. Operation and care of radio equipment;
 - m. Facility orientation;
 - n. CPR;
 - o. CPR and first responder for supervisor.

2. **Personnel Training Plan:** The Contractor shall submit a plan for the conduct of the required training program including a course outline, training schedule and testing procedures for the certification of all Security Officers. All formal training shall be administered by persons qualified to teach the specific subject required. Such plan must be submitted to the designated College official within ten days of the Contract award.

3. **Follow Up Orientation:** In addition to the formal training as outlined in Section F1, the Contractor shall provide a follow-up orientation for each employee no earlier than Fourteen (14) days and no later than Thirty (30) days after initial assignment to duty. The Contractor shall certify in writing to the designated

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College official the completion of this orientation for each individual guard within Thirty (30) days following the completion of the orientation. This orientation shall include site-specific topics including but not limited to:

- a. General and specific orders for the College;
- b. Specific procedures for responding to emergency call, fire alarms, etc.;
- c. Sensitivity Training;
- d. Sexual Harassment;
- e. Two-way radio discipline, telephone discipline;
- f. Patrol methods and responsibilities;
- g. Bomb Threats;
- h. Specific procedure regarding the use of fire fighting equipment;
- i. Traffic and parking control methods;
- j. Additional training in areas at the College request with reasonable notice to contractor.
- k. Any other training the College may require.

The orientation training program should be conducted during the officer's normal tour of duty by a person other than the Resident Supervisor, or Shift Supervisor who is qualified to instruct and to evaluate the officer's performance at the facility.

G. Uniforms and Supplementary Equipment

- 1. The Contractor shall supply all uniforms and Security Officers' supplementary equipment necessary for the conduct of the contract.
- 2. Uniforms shall be of a color and style as approved by the designated College official. Appropriately styled feminine uniforms shall be worn by female Security Officers.
- 3. The Contractor shall submit documentation that the following items of uniform and equipment have been assigned to each security officer before their placement at this site.

<u>Item</u>		<u>Quantity</u>
Shirt	Short Sleeve	3
Shirt	Long Sleeve	3
Pants	All Season	3
Jacket	Summer	1
Jacket	Winter	1
Hat	Summer	1
Hat	Winter	1
Tie	Clip On	1
Name Tag		1

5. Short sleeve shirts will be required from May 15 through October 1, and long sleeves from October 1 through May 14.
6. Security uniforms shall be worn only when the Security Officer is on official duty or is in transit between his/her home and the College or duty site.
7. Shoes shall be black. **No sneakers** are to be worn in their official capacity.
8. Each Security Officer shall be equipped with notebooks, pens, pencils, flashlight batteries and bulbs, traffic control safety apparel and inclement weather clothing, raincoats, cap covers, overcoats, overshoes, mittens, etc. and any other necessary supplemental equipment.
9. The Contractor shall provide and maintain, on site, an adequate supply of batteries for all flashlights and traffic control batons.
10. Inclement weather clothing shall be required for those Security Officers assigned to perform duties while exposed to cold, rain and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each guard.

H. Two-Way Communications Equipment

The Contractor shall provide, maintain, replace and supplement, as necessary, the following quantities and types of radio-associated communications equipment at the College:

<u>Type of Equipment</u>	<u>Quantity</u>
a. Mobile, vehicular radio, 4 watts;	1
b. Radio, portable, two-way, 4 watts, with Heliflex antenna;	4
c. Standard belt carrying case;	4
d. Battery, nickel cadmium, rapid charge;	8
e. Battery charger, rapid charge, single cell or multi-cell capacity to charge batteries at a given time.	1
	4

I. Patrol Vehicle

The Contractor shall furnish a new mid-size, 4 wheel drive vehicle, which shall be used to patrol at the facility, transport ambulatory first-aid cases to the Bunker Hill Health Center, transport personnel and data to and from local agencies and other transportation duties as requested by the college.

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The vehicle shall carry distinctive markings of the company 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.

J. Licenses/Permits/Fees

1. The Contractor shall assume sole responsibility for any and all applicable Federal, State and City fees and taxes.
2. The Contractor shall assume sole responsibility for securing and maintaining all relevant licenses, permits, clearances, etc., as required by law.

K. Operating and Maintenance Cost

The Contractor shall provide and pay for all facilities, service and equipment necessary to operate the security services as outlined within this specification. Including, but not limited to, gasoline, oil, vehicular fees or maintenance, watch clock repair, two-way radio repair, telephone service, etc.

L. Site Supervision

1. The Contractor will provide a minimum of Two (2) unscheduled supervisory inspections daily. Identify the proposed inspector's job title and normal workstation for the Company.
2. The inspector will provide a written report of each visit in a format to be approved by the designated College representative.

M. Penalty Charges

1. The security Contractor will be assessed a penalty charge for all scheduled working hours deficient of the current scheduled and its successors, if any. Such penalty shall be an amount of One Hundred Twenty Five Percent (125%) of the applicable hourly rate as indicated on the bid proposal for each deficient hour in excess of two man-hours per scheduled shift period.
2. Failure to properly record stops at Detex watch key stations will be assessed a penalty in the amount of one hour at the applicable rate for each round missed of completed improperly without adequate justification.

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3. In addition to the penalty in section, M-1 a \$100.00 fine per violation per day shall be charged in addition to any additional costs incurred by the college. The college rate will be \$35.00 per hour. per person, plus actual invoice cost received by the college.

N. Insurance

The Contractor shall provide to the College on an annual basis on the date of award, and pay for insurance policies which cover all customary risks applicable to security services including, but not limited to:

1. Workmen's Compensation covering all persons employed out of the performance of this agreement on the amount of \$100,000 for one person and \$300,000 for more than one person in any one accident.
2. Public Liability covering liabilities for bodily injuries to, or death of, persons arising out of the performance of this agreement in the amount of \$500,000 for one person in any one accident.
3. Protective Public Liability for Bunker Hill Community College covering liabilities for bodily injury to, or death of, persons arising out of the performance of this agreement, or any action taken or omitted to be taken by the Contractor or its employees in connection there within the amounts of \$500,000 for one person and \$1,000,000 for more than one person in any one accident
4. Property Damage to protect both the Contractor and the College covering liability for property damage arising out of the performance of this agreement in the amount of \$1,000,000 aggregate.
5. Fidelity Bond covering the Contractor's employees in the amount of \$100,000.
6. Performance Guarantee. The successful bidder shall furnish a performance guarantee for the protection of the College in an amount equal to Twenty Five Percent (25%) of the contract price for the initial twelve (12) month period and renewed at an amount of Twenty Five Percent (25%) of each succeeding 12 month period. The performance guarantee shall be in the form of a performance bond. The performance bond must be submitted to the designated College official within 15 days after the execution of a contract.

P. SPECIAL CONTRACT REQUIREMENTS

- i. **Standard of Conduct.** The Contractor shall be responsible for maintaining satisfactory standards of employee competency conduct appearance and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets or use College telephones or computers except

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as authorized. Each Security Officer is expected to adhere to standards or behavior that reflects credit on him/her, his/her employer and the College.

- ii. **Recording Presence.** Each Security Officer must sign in and sign out when reporting for duty and when leaving at the end of the workday on College approved time cards countersigned by each shift supervisor. A copy of the time slip will be submitted to Public Safety on a weekly basis. Only Security personal on duty are authorized to be on College property at anytime.
- iii. **Removal from Duty.** The College through its designated representative may request the Contractor to immediately remove any Security Officers from the College whose conduct or appearance has been determined to be unsatisfactory. The Contractor must comply with these requests. Examples of unsatisfactory conduct include, but are not limited to:
 - 1. Neglect of duty.
 - 2. Falsification or concealment, removal, mutilation or destruction of any official documents or records or concealment of material facts by willful omissions from official documents or records.
 - 3. Disorderly conduct.
 - 4. Theft, vandalism, immoral conduct.
 - 5. Selling, consuming or being under the influence of intoxicants or substances providing similar effects.
 - 6. Improper use of authority or credentials.
 - 7. Unauthorized use of College communications equipment, telephones or other College property.
 - 8. Violation of College security procedures or regulations.
 - 9. Or any other violation of Massachusetts General Law.

IV. Employee requirements for business in Massachusetts.

Background/CORI check requirements: Prior to any work engagement all Bidders awarded this Statewide Contract should be prepared to obtain a Publicly Accessible Massachusetts CORI check on any and all individual employees who are to enter public offices of the Commonwealth, or provide services to any Purchasing Entity of the Commonwealth. Results of the Publicly Accessible Massachusetts CORI check are to be revealed to the Purchasing Entity before any work is engaged. The Purchasing Entity shall be responsible for requesting CORI checks

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*Statement of Compliance with all applicable State and Federal, OSHA, anti-discrimination and equal employment opportunity laws.

*Certificates of Insurance currently in force: Property damage, workmen's compensation, public liability, bodily injury, employer liability, employee bonding and fidelity insurance.

Q. SCHEDULE A

STAFFING SCHEDULE

MONDAY -FRIDAY

7:00 a.m. to 3:00 p.m.	1 SUPERVISOR	40 Hours
	1 Guard	40 Hours
6:00am to 2:30 pm G-Bldg	1 Guard	42.5 Hours
7:00am to 3:00 pm H- Bldg	1 Guard	40 Hours
3:00 p.m. to 11:00 p.m.	1 Sergeant	40 Hours
	1 Guard	40 Hours
2:30 pm to 11:00 pm G-Bldg	1 Guard	42.5 Hours
3:00 pm to 11:00 pm H-Bldg	1 Guard	40 Hours
11:00 p.m. to 7:00 a.m.	1 Sergeant	40 Hours
	1 Guard	40 Hours

SATURDAY and SUNDAY

1 Sergeant per shift	3-shifts	48 Hours
7:00 a.m. – 3:00 p.m.	1 Guard	16 Hours
3:00 p.m. –11:00 p.m.	1 Guard	16 Hours
11:00 p.m. – 7:00 p.m.	1 Guard	16 Hours
6:00 a.m. - 2:00 p.m. G-Bldg	1 Guard	16 Hours
2:00 p.m. – 10:00 p.m. G-Bldg	1 Guard	16 Hours
8:00 am to 4:00 pm H-Bldg	1 guard	16 Hours

Hours broken into each Building

B-Building has 336 total hours

G-Building has 117 total hours

H-Building has 96 total hours

WEEKLY TOTAL HOURS:

549 HOURS

Holiday staffing cost should be included within the basic rate structure. No extra premium or overtime charges will be allowed for coverage on a holiday. For holiday scheduling, use Saturday-Sunday manpower schedule, as outlined above.

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Any additional staffing shall be at the contract rate with a 72 hour notification and approval by the College. The College has other satellite campuses and additional security services may be required.

The College reserve the right to reduce the requirements for numbers of personnel either on a short-term or long-term basis, as its needs dictate. In the event of such reduction in force, the payments to the successful bidder shall be pro- rated based on the "Per Hour" rate per person quoted in each of the five (5) price periods as shown on the proposal page. This portion of the specifications shall be subject to negotiation with the successful bidder relative to the final form and terminology of contract. Bidders may submit an additional proposal to include such special terms as appear in their best interests.

R. FACILITIES AND SUPPORT PROVIDED BY THE COLLEGE

- A. Office area with desk, chair and on-campus telephone.
- B. Parking facilities as provided for regular College support personnel.

Quality Requirement

Bidder Qualifications:

Bidders are considered qualified if they have performed at least 2 broadly similar contracts in the last 6 years.

Bidders must provide information about their company in the following areas as evidence of Bidder Qualifications for the proposed service and contract.

- Experience & Management Philosophy about Security Service.
- Key Staff and Management with staffing chart and Resumes.
- Past and/or current Security Service experience
- Years of Business
- Insurance Coverage
- Any Bankruptcies/Liens/law Suits
- Security Service contract terminations with reasons for termination.
- Must be registered as a legal entity to conduct business. Must provide your company's EIN# via W-9 Tax ID Form

Company Certification:

Bidder must indicate their certification in Security Service if any and professional affiliations that are related to security service.

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Financial stability:

Bidder must submit audited Financial Statements by an independent accountant (CPA or PA) in accordance with Statements on Standards for Accounting and Review Services (SSARS) established by the AICPA. The sections evaluated in the financial statements will be: 1) Balance sheet; 2) Income statement; 3) Statement of retained earnings; and 4) Statement of cash flows. The reports and statements will be held as confidential and proprietary but will not be returned. The Bidder will be scored based on the strength of the report.

Environmentally Preferable Products Program EPP:

In the Environmental Plan, you need to submit a statement indicating the 'green' practices that your company can provide while conducting operations and functions. For example, using recyclable products, minimize waste, conserve energy and/or water, use product consisting of fewer toxic substances, reduce the amount of toxic substances disposed or consumed, protect open-space, lessen the impact to public health etc.

References:

Bidder must submit a complete list of all Security Services contracts performed in the past three (3) years that are similar in size and scope to this proposal, with contact names and telephone numbers. Any account no longer serviced should be noted with an asterisk; all Security Service contracts that have been terminated must be listed with reasons for their termination.

Reference Form:

To be Submitted under separate cover with Reference Letterhead and Envelope via the U S Postal Service to the College's IFB Contract Manager: Weusi Tafawa, Business Office, Room: B-325 prior to the Close Date of the solicitation.

Three separate business references are required from customers with whom there is a standing business relationship of two years or greater duration. Values are averaged from those three references supplied to the Contract Manager by IFB due date. Answers values are from zero to two; two (2) is the highest value and zero (0) the lowest value. Any reference that is not received by the close date of the solicitation will be assigned with 0 value during evaluation.

**Bunker Hill Community College
Public Safety**

Bidder Name: _____ Reference Name: _____

Question 1. Bidder's willingness and ability to provide contracted services - likeliness of your future use:

Excellent (2)	Good (1.5)	Fair (1)	Poor (0)
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Question 2. Bidder's ethical approach, integrity, responsiveness and effectiveness in resolving problems

Excellent (2)	Good (1.5)	Fair (1)	Poor (0)
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Question 3. Bidder's communication, leadership, thoroughness and the availability of key personnel:

Excellent (2)	Good (1.5)	Fair (1)	Poor (0)
------------------	---------------	-------------	-------------

Question 4. Bidder's organizational approach to reporting, internal controls, & meeting emergency needs:

Excellent (2)	Good (1.5)	Fair (1)	Poor (0)
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Question 5. Your overall ranking in term of performance.

Excellent (2)	Good (1.5)	Fair (1)	Poor (0)
------------------	---------------	-------------	-------------

III. Rule for Award

The Bunker Hill Community College's Procurement Team will award one contract to the Responsible and Responsive Bidder which offers the Best Value to the College. Bid Price should cover the entire three years of contract and two subsequent renewal years. Bidders are scored under various evaluation criteria as shown in the included evaluation sheet.

IV. Bid Pricing Sheet

Bidders are required to submit pricing using uniform bid pricing sheet which is included in this RFP.

V. Non-Collusion Form and Tax Compliance Form

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.

Signature of individual submitting bid or proposal

Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

**Bunker Hill Community College
Public Safety**

VI. College Condition:

Bunker Hill Community College will not be liable for any costs incurred by respondents in the preparation and production of a bid or the costs of any services performed prior to receiving approval of the agreement. All bids and materials submitted in conjunction with the bids shall become the property of Bunker Hill Community College for use as deemed appropriate, respecting all copyrights.

1. Bunker Hill Community College reserves the right to modify the requirements of this bid after its release. All bidders will be notified of any modifications to the requirements of this proposal. Wherever the College is referred to herein, such reference will be to the President or his/her designee, as stated periodically in writing during the term of the contract.
2. Bidders who submit a response may be required to give an oral presentation to Bunker Hill Community College. This shall provide an opportunity for a bidder to clarify or elaborate on the bid, but shall in no way change the original bid. The College shall schedule the time and location, if needed.
3. By submitting a bid, the bidder agrees that it will not make any claims or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
4. The successful bidder will be notified in writing by letter.
5. Omissions, inaccuracy or misstatements is sufficient cause for rejection of the bid.
6. The Agreement, if awarded, shall be governed and construed in accordance with the laws of Massachusetts.

I have read the above listed proposal and agree with its Terms & Conditions, if awarded the contract.

Signature: _____ Date: _____

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VIII. BASIC COLLEGE DATA

The Charlestown Campus consists of five six College Buildings and a modular structure adjacent to the Building D. All buildings are connected via regular corridor levels.

In general, the class schedule of the College will approximate 7:00 a.m. to 10:00 p.m., Monday through Thursday; 7:00 a.m. to 6:00p.m., Friday; and there are classes from 7:00 a.m. to 1:30 p.m. on Saturday & Sunday. Two semesters of 15 class weeks and one examination week; and three summer sessions of six (6) weeks, per session. Enrolment for the Charlestown and Chelsea Campus is approximately 15000+ students. The College is non-residential and diverse in its student population. Full-time and Part-time employees are approximately 950. All administrative and support personnel are on a twelve month schedule. The College allows agencies and businesses to rent the BHCC facilities for off-site meetings and functions during its fiscal year. Security services will be required for the entire contract period regardless of class schedule or vacation period.

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IX. PROCUREMENT CALENDER

EVENT	DATE
Solicitation: Announcement of Intent to Procure (Central Register)	
Solicitation: Release Date	
Solicitation: Close Date / Submission Deadline	
Bid Award: Notification in writing	
“Wet Ink” Signatures are to be on file by:	
Contract: Estimated Contract Start Date	

X. CHECKLIST

- Review of Procurement Calendar
- Completed IFB delivered by _____
- Non-Collusion Form
- W-9 Tax ID Form
- Tax Compliance Certification
- Audited Financial Statements
- Three Reference Forms submitted under separate cover via U S Mail.
- Listing of Industry Affiliations
- Going Green Policy, Environmental, Clean energy for Non-Hazardous Waste
- Rule of Award

**INVITATION FOR BID
CONTRACT SECURITY SERVICE
Bunker Hill Community College 2011**

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**I. INVITATION FOR BID
CONTRACT SECURITY SERVICE
Bunker Hill Community College 2011**

Bunker Hill Community College invites bids for 3-year contract to supply **24 hour, seven-day-per-week** campus security services to the successful bidder, effective **July 1, 2016, at 7:00 A.M. until June 30, 2019, at 9:00 A.M.**, with two one year options to renew with the successful bidder at the end of the 3-year period at offering of the College. The College reserves the right to waive any informality in form or content or to reject any or all bids if such is deemed to be in the best interest of the College and the Commonwealth. Proposals are due no later than **May 2, 2016, 1:00 P.M., Rm. E127**, at which time they will be evaluated for the 3-year proposal & response.

All bids must be sealed and be clearly marked **Contract Security Bid-Bunker Hill Community College- 2016**. All bids must be created in the English language using 12 font. No bids will be accepted electronically. A bid deposit will be required as well as a subsequent Performance Bond upon contract award.

Specifications may be obtained at the **Public Safety Office, Room E-127**, Bunker Hill Community College, 250 New Rutherford Ave., Boston, MA 02129 on or after, **March 7, 2016**.

Prospective bidders must attend a pre-bid conference and campus tour in order to qualify as a bidder. Conference and tour are scheduled for **March 24, 2016, @ 10: 00 A.M.**, assembling in **Room E 175**.

Rule of Award: One single contract is awarded to one responsible and responsive bidder. The decision will be made by the Procurement Team for the Campus Security Committee based on the **Best Value** offered to the College based on price, quality, service and delivery.

The winning contract bidder may not sub-contract any element of this service without written approval from B.H.C.C.

Bidder Communication:

Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual, Commonwealth employee or representative of the College is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR either in the event this RFR is incomplete or the

Bunker Hill Community College**Public Safety**

bidder is having trouble obtaining any required attachments. The bid contract person is Mr. Weusi Tafawa, 617-228-2115, wtafawa@bhcc.mass.edu.

Bidder Responsibilities:

The Bidder may not alter either the RFR or its components except for those portions intended to collect the Bidders' response (cost pages, etc.). Modifications to the body of the RFR, specifications, technical requirements, terms and conditions, or any other documents that would change the intent of this RFR are prohibited. Any modifications other than where the Bidder is prompted for a response **will disqualify** the bidder's response.

Right to Cancel/Reject Bids:

The Bunker Hill Community College may cancel this RFR, or reject in whole or in part any and all bids, if the College determines that cancellation or rejection serves the best interest of the College. The College will neither accept, nor receive, nor acknowledge a bidder's Term & Conditions throughout the award process and contract performance duration. Terms & conditions are negotiable for mutual agreement/contract; final Terms and Conditions are at the sole discretion of the College.

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Public Safety**

II. *SCHEDULE A

**STAFFING SCHEDULE
MONDAY -FRIDAY**

7:00 a.m. to 3:00 p.m.	1 SUPERVISOR	40 Hours
	1 Guard	40 Hours
6:00am to 2:30 pm G-Bldg	1 Guard	42.5 Hours
7:00am to 3:00 pm H- Bldg	1 Guard	40 Hours
3:00 p.m. to 11:00 p.m.	1 Sergeant	40 Hours
	1 Guard	40 Hours
2:30 pm to 11:00 pm G-Bldg	1 Guard	42.5 Hours
3:00 pm to 11:00 pm H-Bldg	1 Guard	40 Hours
11:00 p.m. to 7:00 a.m.	1 Sergeant	40 Hours
	1 Guard	40 Hours

SATURDAY and SUNDAY

1 Sergeant per shift	3-shifts	48 Hours
7:00 a.m. – 3:00 p.m.	1 Guard	16 Hours
3:00 p.m. –11:00 p.m.	1 Guard	16 Hours
11:00 p.m. – 7:00 p.m.	1 Guard	16 Hours
6:00 a.m. - 2:00 p.m. G-Bldg	1 Guard	16 Hours
2:00 p.m. – 10:00 p.m. G-Bldg	1 Guard	16 Hours
8:00 am to 4:00 pm H-Bldg	1 guard	16 Hours

Hours broken into each Building
 B-Building has 336 total hours
 G-Building has 117 total hours
 H-Building has 96 total hours

WEEKLY TOTAL HOURS: 549 HOURS

Holiday staffing cost should be included within the basic rate structure. No extra premium or overtime charges will be allowed for coverage on a holiday. For holiday scheduling, use Saturday-Sunday manpower schedule, as outlined above.

Any additional staffing shall be at the contract rate with a 72 hour notification and approval by the College. The College has other satellite campuses and additional security services may require.

The College will reserve the right to reduce the requirements for numbers of personnel either on a short-term or long-term basis, as its needs dictate. In the event of such reduction in force, the payments to the successful bidder shall be pro- rated based on the "Per Hour" rate per person quoted in each of the five (5) price periods as shown on the

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proposal page. This portion of the specifications shall be subject to negotiation with the successful bidder relative to the final form and terminology of contract. Bidders may submit an additional proposal to include such special terms as appear in their best interests.

The following proposal is submitted in response to the requirements and specifications included in the title bid and in accordance with the manpower scheduling as indicated in "Schedule A". The award will be applied to the initial 3-year period through 06/30/2019.

CONTRACT PRICE PER PERIOD	Site Supervisor	per Person per Hour	Scheduled Monthly	Full Period
(1) July 1, 2016 thru June 30, 2017	\$ _____	\$ _____	\$ _____	\$ _____
(2) July 1, 2017 thru June 30, 2018	\$ _____	\$ _____	\$ _____	\$ _____
(3) July 1, 2019 thru June 30, 2020	\$ _____	\$ _____	\$ _____	\$ _____
(4) July 1, 2020 thru June 30, 2021 (option year #1)	\$ _____	\$ _____	\$ _____	\$ _____
(5) July 1, 2021 thru June 30 2022(option year #2)	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL				\$ _____

DATE _____

SIGNATURE _____

TYPED NAME & TITLE _____

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE NO. _____

MASS VENDOR CODE _____

**Bunker Hill Community College
Public Safety**

Information for Bidders-Security Services

III. GENERAL

It is the intention of Bunker Hill Community College to award a contract for 24 hour, seven-day-per-week, and campus security services to the successful bidder effective: July 1, 2016 –June 30, 2019, with option to renew for two (2) additional one-year periods. The terms of the contract will be developed as mutually agreeable between the successful bidder and the officers of the College as to all terms, conditions and specifications. The College reserves the right to waive any informality of the College and the Commonwealth of Massachusetts.

Proposals are due no later than, May 2, 2016, by 1:00PM at which time and place they will be publicly opened. All bids shall be sealed and marked, **Contract Security Services Bid-Bunker Hill Community College 2016**. A bid guarantee of **25%**, payable to Bunker Hill Community College, must accompany each bid filed. A **Performance Bond** as specified herein, will be required within 15 days after the start of operations at each new contract price period. Each unsuccessful bidder will have their bid bond returned either in-hand or via certified mail.

Specifications may be obtained at the Public Safety Office, Room E-127, Bunker Hill Community College, on or after Wednesday, March 7, 2016.

IV. Bidder Qualifications

Each bidder will submit, as part of their proposal:

Business background: Bidders must include detailed information regarding the company's experience. Address of corporate headquarters and local offices, if any. Include your organization's ability to perform the services outlined in this RFR.

Years in the industry: Briefly define the scope of services performed during your years in business. Bidder should state the number of contractual agreements that the Bidder currently has in place, as well as in the last twelve (12) months. For this Solicitation: Please provide the following information, as appropriate:

- **Qualifications:** industry certifications; any professional affiliations held at the state, regional, or national level that are directly related to this solicitation.
- **List of Company officers and managers.** Include a resume outlining occupational qualifications and a history of employment for the last five years, for each person listed.
- **Financial responsibility and ability to carry out the terms of the contract;** per an audited financial statement. Statement of financial status per an audited balance sheet, corporate financial statement, etc. via a CPA. Include in the financial

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stability section of any bankruptcy, litigation, and contract defaults.

Such Financial Disclosure must:

1. State your total annual gross revenue for each of the last three (3) calendar years: 2013, 2014, and 2015.
2. State if there is any past or pending legal actions including contract defaults, litigation and bankruptcy, and / or any purposeful business name change due to contract defaults, litigation or bankruptcy. The past is defined here as since December 2014.
3. Must supply a current Massachusetts Department of Revenue (DOR) "Certificate of Good Standing" or "Letter of Compliance", as appropriate to business or individual. If the required Massachusetts DOR document is not submitted with the Response, respondents must include copies of the request for said compliance documents from DOR in their Response. DOR documents certifying tax compliance must be received before any award of contract can be made. More information regarding these DOR documents are posted at <http://www.mass.gov/dor>

References and reference information and/or requirements

List at least three (3) local area security clients. Include the following information for each client. Please refer to the Reference Form at the end of the RFR document. The Business References are to be submitted directly from the business references chosen by the Bidder in paper format.

Independent Business References: These references are required as part of this RFR. The Team is providing a form for each Bidder to send to potential business references. This is the only form that shall be used. All business references must be submitted directly from the business reference and mailed to the Team through the US postal service. The first three (3) business references received on behalf of each Bidder will be evaluated. The Team shall not consider any business references beyond these first three (3). Independent Business References are required to be recipients of Bidder business services with whom there is or has been a standing business relationship of three (3) years or greater duration. The Team would like to see references from organizations located in Massachusetts if possible.

1. Client's Name and Address;
2. Client's Contract Representative;
3. Place of Performance;
4. Period of Contract;
5. Number of Security Officers required and total man-hours per week;
6. Amount of Contract.

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Employee requirements for business in MA

Background/**CORI** check requirements: Prior to any work engagement all Bidders awarded this Statewide Contract should be prepared to obtain a Publicly Accessible Massachusetts CORI check on any and all individual employees who are to enter public offices of the Commonwealth, or provide services to any Purchasing Entity of the Commonwealth. Results of the Publicly Accessible Massachusetts CORI check are to be revealed to the Purchasing Entity before any work is engaged. The Purchasing Entity shall be responsible for requesting CORI checks

***Statement of Compliance** with all applicable State and Federal, OSHA, anti-discrimination and equal employment opportunity laws.

***Certificates of Insurance** currently in force: Property damage, workmen's compensation, public liability, bodily injury, employer liability, employee bonding and fidelity insurance.

V. Environmental plan

Beginning the first year of the Contract and throughout the life of the Contract, the awarded Bidder must agree to work with the College to examine the feasibility of implementing an environmental plan. The objective of this requirement is to actively encourage suppliers to incorporate sustainable practices throughout their business operations and further market such practices to Contract users. Such a plan may include, but not be limited to, the following:

- Developing a plan to implement the recycling of materials used or produced in normal business operations.

***Business Continuity Plan**

In case of an emergency, the awarded bidder may be asked the following:

- Indicate whether there is a written **Business Continuity Plan** describes how your company will continue to do business in case of an emergency: such as a natural disaster, fire, etc to the awarded bidder's physical business structures.
- Specify work recovery measures, and the means to re-establish physical records while maintaining security services at the College

BASIC COLLEGE DATA

The Charlestown Campus consists of five (6) College Buildings and a modular structure adjacent to the Building D. All buildings are connected via regular corridor levels. The class schedule of the College will approximate 7:00a.m. to 10:00 p.m., Monday through Thursday; 7:00 a.m. to 6:00p.m., Friday; and there are classes from 7:00 a.m. to

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1:30 p.m. on Saturday & Sunday. Two semesters of 15 class weeks and one examination week; and three summer sessions of six (6) weeks, per session. Enrolment for the Charlestown and Chelsea Campus is approximately 15000+ students. The College is non-residential and diverse in its student population. Full-time and Part-time employees are approximately 450. All administrative and support personnel are on a twelve month schedule. The College allows agencies and businesses to rent the BHCC facilities for off-site meetings and functions during its fiscal year. Event planning services will be required for the entire contract period regardless of class schedule or vacation period.

VII. FACILITIES AND SERVICES PROVIDED BY THE COLLEGE

- A. Office area with desk, chair and on-campus telephone.
- B. Parking facilities as provided for regular College support personnel.

VIII. FACILITIES, SERVICE, AND MATERIALS PROVIDED BY THE CONTRACTOR

A. General

The contractor shall provide all management, supervision, manpower, materials, supplies and equipment and shall plan, schedule, co-ordinate and assure effective performance of all services normally considered to be consistent with a well-organized, professional security operation, including but not limited to computer, fax-copy machine, and printer.

B. Typical Duties

1. Control entrance to the facilities according to established schedules and guidelines.
2. Conduct scheduled and non-scheduled roving patrols within and around College buildings and grounds using Detex Watch clocks or other appropriate as required.
3. Enforce parking regulations in areas as directed.
4. Monitor and/or operate security and fire alarm systems and assist occupants to evacuate the buildings due to fire or other hazards, as directed.
5. Enforce building regulations in order to maintain the peace and to prevent theft or other unauthorized misuse or misappropriation of College equipment or personal property

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6. Report any hazardous conditions, as directed within the Security Manual for the facility.
7. Render first aid or obtain qualified assistance in case of accident, illness or Injury
8. Respond to emergency conditions according to prearranged guidelines and accept on-site direction from designated College officials, as directed.
9. Prepare reports as necessary, to record any incidents such as accidents, unlawful acts, fires. Etc.
10. Perform such additional duties, as may be required, such as: turn off unnecessary lighting, open and secure doors, check safes, report any unusual conditions such as flooding, heating failure, etc.
11. Valid Massachusetts driver's license.
12. And other related duties as assigned.

C. Personnel

1. Education/Employment Experience: High School diploma, or equivalent and two years experience demonstrating:
 - (a) the ability to meet and to deal with the general public;
 - (b) the ability to read, understand and apply printed rules, detailed orders, instructions and training materials;
 - (c) the ability to maintain self control under stress; and
 - (d) the ability to write clear and concise, but accurate and detailed reports.
 - ** Guards shall be paid a minimum rate of \$11.50 per hour.
 - ** Sergeants shall be paid a minimum rate of \$12.50 per hour.
2. Age: All security personnel shall be at least 21 years of age.
3. Health and Fitness: Security Officers shall be well proportioned in height and weight and in good general health without physical abnormalities which would interfere with the performance of their duties and shall be free from any communicable diseases.
4. All personnel should be CPR/Certified.
5. Personnel may not work two (2) consecutive eight (8) hour shifts without prior written approval.
6. All personnel must drug tested, and subject to random testing.

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7. All personnel must background investigation (i.e. Probation, or/and other criminal background checks). All personnel must have background investigation, including Cori check before assigned to the college. All Security personnel cannot attend classes at BHCC while the security contract remains active.

D. Supervisory Personnel

1. The Contractor shall provide a site supervisor who shall be assigned exclusively to the College on a full time, 40 hour per week basis and who shall assume on- site responsibility for the security services and operations stated throughout this proposal. The site supervisor shall not be assigned to the College unless and until he/she is previously approved by the designated College representative. **The Supervisor shall be paid a rate of \$13.50 per hour.
2. First Aid and CPR Certified.
3. Supervisor should meet the prior approval of Bunker Hill Community College.
4. In addition to general personnel requirements stated within Section V, C., Supervisory Officers must be individuals of unquestionable integrity who display a mature attitude and exercises good judgement. Each Supervisor shall have a background with a minimum of 2 years of successful experience in field supervision of security services.
5. Site supervisor shall have final approval to all Security officers on site.

E. Replacement Personnel

1. Temporary replacement personnel (to cover for illness, vacation, etc. of regularly assigned personnel) shall meet all requirements of Section C. and D. Except that, in case of an emergency, personnel requirements, outlined, may be waived for a period of 10 hours during a 40- hour work schedule.

F. Personnel Training Requirements

1. Each Security Officer shall receive a minimum of forty (40) hours of formal classroom instruction in the following subjects, prior to reporting for duty at the College:
 - a. Duties of a Security Guard;
 - b. Authority of a Security Guard;
 - c. Incident report preparation;
 - d. Facility entry and exit control;
 - e. Traffic control;
 - f. Emergency Medical Assistance;
 - g. Handling disturbances, disorderly conduct;

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- h. Public relations;
 - i. Role of local, state, and federal police;
 - j. Rules and Regulations of the College;
 - k. Crimes in progress;
 - l. Operation and care of radio equipment;
 - m. Facility orientation;
 - n. CPR;
 - o. CPR and first responder for supervisor.
2. **Personnel Training Plan:** The Contractor shall submit a plan for the conduct of the required training program including a course outline, training schedule and testing procedures for the certification of all Security Officers. All formal training shall be administered by persons qualified to teach the specific subject required. Such plan must be submitted to the designated College official within ten days of the Contract award.
3. **Follow Up Orientation:** In addition to the formal training as outlined in Section F1, the Contractor shall provide a follow-up orientation for each employee no earlier than Fourteen (14) days and no later than Thirty (30) days after initial assignment to duty. The Contractor shall certify in writing to the designated College official the completion of this orientation for each individual guard within Thirty (30) days following the completion of the orientation. This orientation shall include site-specific topics including but not limited to:
- a. General and specific orders for the College;
 - b. Specific procedures for responding to emergency call fire alarms, etc.;
 - c. Sensitivity Training;
 - d. Sexual Harassment;
 - e. Two-way radio discipline, telephone discipline;
 - f. Patrol methods and responsibilities;
 - g. Bomb Threats;
 - h. Specific procedure regarding the use of fire fighting equipment;
 - i. Traffic and parking control methods;
 - j. Additional training in areas at the College request with reasonable notice to contractor.
 - k. Any other training the College may require.

The orientation training program should be conducted during the officer's normal tour of duty by a person other than the Resident Supervisor, or Shift Supervisor who is qualified to instruct and to evaluate the officer's performance at the facility.

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G. Uniforms and Supplementary Equipment

1. The Contractor shall supply all uniforms and Security Officers' supplementary equipment necessary for the conduct of the contract.
2. Uniforms shall be of a color and style as approved by the designated College official. Appropriately styled feminine uniforms shall be worn by female Security Officers.
3. The Contractor shall submit documentation that the following items of uniform and equipment have been assigned to each security officer before their placement at this site.

<u>Item</u>		<u>Quantity</u>
Shirt	Short Sleeve	3
Shirt	Long Sleeve	3
Pants	All Season	3
Jacket	Summer	1
Jacket	Winter	1
Hat	Summer	1
Hat	Winter	1
Tie	Clip On	1
Name Tag		1
Belt		1

5. Short sleeve shirts will be required from May 15 through October 1, and long sleeves from October 1 through May 14.
6. Security uniforms shall be worn only when the Security Officer is on official duty or is in transit between his/her home and the College or duty site.
7. Shoes shall be black. **No sneakers** are to worn in their official capacity.
8. Each Security Officer shall be equipped with notebooks, pens, pencils, flashlight batteries and bulbs, traffic control safety apparel and inclement weather clothing raincoats, cap covers, overcoats, overshoes, mittens, etc. and any other necessary supplemental equipment.
9. The Contractor shall provide and maintain, on site, an adequate supply of batteries for all flashlights and traffic control batons.
10. Inclement weather clothing shall be required for those Security Officers assigned to perform duties while exposed to cold, rain and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each guard.

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H. Two-Way Communications Equipment

The Contractor shall provide, maintain, replace and supplement, as necessary, the following quantities and types of radio-associated communications equipment at the College:

<u>Type of Equipment</u>	Quantity
a. Mobile, vehicular radio, 4 watts;	1
b. Radio, portable, two-way, 4 watts, with Heliflex antenna;	4
c. Standard belt carrying case;	4
d. Battery, nickel cadmium, rapid charge;	8
e. Battery charger, rapid charge, single cell or multi-cell capacity to charge batteries at a given time.	1
	4

I. Patrol Vehicle

The Contractor shall furnish a new mid-size, 4 wheel drive vehicle, which shall be used to patrol at the facility, transport ambulatory first-aid cases to the Bunker Hill Health Center, transport personnel and data to and from local agencies and other transportation duties as requested by the college.

The vehicle shall carry distinctive markings of the company 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.

J. Licenses/Permits/Fees

1. The Contractor shall assume sole responsibility for any and all applicable Federal, State and City fees and taxes.
2. The Contractor shall assume sole responsibility for securing and maintaining all relevant licenses, permits, clearances, etc., as required by law.

K. Operating and Maintenance Cost

The Contractor shall provide and pay for all facilities, service and equipment necessary to operate the security services as outlined within this specification. Including, but not limited to, gasoline, oil, vehicular fees or maintenance, watch clock repair, two-way radio repair, telephone service, etc.

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L. Site Supervision

1. The Contractor will provide a minimum of Two (2) unscheduled supervisory inspections daily. Identify the proposed inspector's job title and normal workstation for the Company.
2. The inspector will provide a written report of each visit in a format to be approved by the designated College representative.

M. Penalty Charges

1. The security Contractor will be assessed a penalty charge for all scheduled working hours deficient of the current scheduled and its successors, if any. Such penalty shall be an amount of One Hundred Twenty Five Percent (125%) of the applicable hourly rate as indicated on the bid proposal for each deficient hour in excess of two man-hours per scheduled shift period.
2. Failure to properly record stops at Detex watch key stations will be assessed a penalty in the amount of one hour at the applicable rate for each round missed of completed improperly without adequate justification.
3. In addition to the penalty in section, M-1 a \$100.00 fine per violation per day shall be charged in addition to any additional costs incurred by the college. The college rate will be \$35.00 per hr. per person, plus actual invoice cost received by the college.

N. Insurance

The Contractor shall provide to the College on an annual basis on the date of award, and pay for insurance policies which cover all customary risks applicable to security services including, but not limited to:

1. Workmen's Compensation covering all persons employed out of the performance of this agreement on the amount of \$100,000 for one person and \$300,000 for more than one person in anyone accident.
2. Public Liability covering liabilities for bodily injuries to, or death of, persons arising out of the performance of this agreement in the amount of \$500,000 for one person in anyone accident.
3. Protective Public Liability for Bunker Hill Community College covering liabilities for bodily injury to, or death of, persons arising out of the performance of this agreement, or any action taken or omitted to be taken by the Contractor or its employees in connection there within the amounts of \$500,000 for one person and \$1,000,000 for more than one person in any one accident

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4. Property Damage to protect both the Contractor and the College covering liability for property damage arising out of the performance of this agreement in the amount of \$1,000,000 aggregate.
5. Fidelity Bond covering the Contractor's employees in the amount of \$100,000.
6. Performance Guarantee. The successful bidder shall furnish a performance guarantee for the protection of the College in an amount equal to Twenty Five Percent (25%) of the contract price for the initial twelve (12) month period and renewed at an amount of Twenty Five Percent (25%) of each succeeding 12 month period. The performance guarantee shall be in the form of a performance bond. The performance bond must be submitted to the designated College official within 15 days after the execution of a contract.

IX. SPECIAL CONTRACT REQUIREMENTS

- A. **Standard of Conduct.** The Contractor shall be responsible for maintaining satisfactory standards of employee competency conduct appearance and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets or use College telephones or computers except as authorized. Each Security Officer is expected to adhere to standards or behavior that reflects credit on him/her, his/her employer and the College.
- B. **Recording Presence.** Each Security Officer must sign in and sign out when reporting for duty and when leaving at the end of the workday on College approved time cards countersigned by each shift supervisor. A copy of the time slip will be submitted to Public Safety on a weekly basis. Only Security personal on duty are authorized to be on College property at anytime.
- C. **Removal from Duty.** The College through its designated representative may request the Contractor to immediately remove any Security Officers from the College whose conduct or appearance has been determined to be unsatisfactory. The Contractor must comply with these requests. Examples of unsatisfactory conduct include, but are not limited to:
 1. Neglect of duty.
 2. Falsification or concealment, removal, mutilation or destruction of any official documents or records or concealment of material facts by willful omissions from official documents or records.
 3. Disorderly conduct.
 4. Theft, vandalism, immoral conduct.

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5. Selling, consuming or being under the influence of intoxicants or substances providing similar effects.
6. Improper use of authority or credentials.
7. Unauthorized use of College communications equipment, telephones or other College property.
8. Violation of College security procedures or regulations.
9. Or any other violation of MGL.

X. THE PROPOSAL

A. Acceptance

1. Sealed bids only will be accepted. All bids shall be clearly labelled at the bottom left side of the package or envelope.

BID
CONTRACT SECURITY SERVICE-2011
BUNKER HILL COMMUNITY COLLEGE
Date of Opening: May 2, 2016
Time of Opening: 1:00 P.M.
Location of Opening: E127

2. Address or hand-deliver package or envelope to:

Director of Public Safety -Room E127
Bunker Hill Community College
250 New Rutherford Avenue
Boston, Ma. 02129

B. Bid Guarantee

1. A bid guarantee in an amount representing Twenty Five Percent (25%) of the annual bid price for the initial twelve-month period is required. Failure to furnish a bid guarantee prior to the time set for the opening of bids may be cause for rejection of the bid.
2. The bid guarantee shall be in the form of a firm commitment such as a bid bond, certified check or cashier's check made out to, Bunker Hill Community College.

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2. Bid guarantees other than bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder upon execution of such further contractual documents and bonds as required by the bid as accepted.

C. Cost Proposal

1. A specific cost proposal, based on Schedule A shall be submitted on the Bid Sheet provided. The bid dollar value will be inclusive of the first 3-years of the Bid Sheet proposal.

D. Additional Proposal Requirements

1. All information requested via COMM-PASS and the Checklist.
2. A separate specific cost proposal relative to the capability of the bidder for providing additional security services or personnel under emergency conditions at the College and/or at special functions both on the College site and at nearby public halls. Provide hourly rate charges guaranteed for one contract year.
3. Include any other information, which has bearing on the proposal
4. Incomplete proposals may be considered unresponsive and therefore be disqualified from consideration.

Evaluation criteria

All complete responses submitted by Bidders by the submittal deadline under this Request for Responses (RFR) will be evaluated. The successful bidder will be selected based upon fulfillment of the qualifications listed in the RFR, completion of all Required Attachments as listed in this RFR, and a determination by the Procurement Team that contracting with the Bidders will provide **best value** to the College.

The College reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

XI. Evaluation Components

The following components will be some of the criteria considered by the College when evaluating each Response/bid:

- Certifications and Affiliations
- Company experience -- Business Resume
- Required forms as mentioned in RFP
- Organization, Capacity and Quality
- Financial stability including bankruptcy, litigation and contract defaults
- References
- Response Form
- Supplier Diversity Program (SDP) Plan
- Environmental Plan

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- Pricing - Please note that price will carry a significant weight in the evaluation process. In order to be considered responsive, Bidders must complete the Rate Sheet.

Evaluation – Best Value Selection and Negotiation

The College may select the Response which demonstrates the best value overall that will achieve the goals of the procurement. The College and a selected Bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected Bidder's Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original Response.

Bid Response Contents

Bidders must comply with the requirements below.

RFR Submission Checklist

Procurement Management Teams seek to reduce the number of Bidder disqualifications based on incomplete submissions. Therefore, Bidders must complete and submit the RFR Submission Checklist and all documents referenced in the Checklist. By submitting the RFR Submission Checklist with a response, Bidders agree to all specifications on Comm-PASS for this Solicitation, including the RFR and all the documents within all the tabs, including the Forms & Terms tab and the Specifications tab, and the Solicitation's related Forum, if any.

Additional Bid Response Terms

Prohibition regarding contract terms: Bidders must not, as part of their bid Responses, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFR. It is essential for the College that the College can be depended upon to incorporate the same terms and only those terms.

Bidder Response Form: All specifications of this RFR that are not mandatory such as those specifically identified as "optional," "desirable" or in other terms indicating that the specification is not mandatory must have a response within the Bidder Response Form provided on Comm-PASS for this solicitation in order to be evaluated. Most items within the Bidder Response Form will be scored to determine the apparent successful bidders. The College does not want and will not read, consider or evaluate a line by line response to this RFR.

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The College will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

Public Records Law

All Responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted Responses that are inconsistent with these statutes shall be disregarded.

XII. TERMS AND CONDITIONS OF CONTRACT

a. TERMINATION: This Agreement may be terminated without cause by either party by giving written notice to the other at least sixty (60) days prior to the effective date of termination stated in this notice. If the awarded bidder fails to fulfill its obligations, the College may terminate this Agreement by giving written notice to the awarded bidder at least seven (7) calendar days before the effective date of the termination stated in the notice. The notice may state the circumstances of the alleged breach and may state a reasonable time period, not less than seven (7) days, during which the alleged breach may be cured, subject to the approval of the College.

b. OBLIGATION IN EVENT OF TERMINATION: (i) Upon termination, all finished or unfinished documents, data, studies and reports prepared by the firm pursuant to this Contract, including all copies in the possession of the successful bidder, shall be promptly remitted to the College together with all documents in its possession supplied to the successful bidder by the College for any purpose in connection with the making or performance of this Agreement, the College shall promptly pay the successful bidder for all services performed to the effective date of termination.

c. CONFLICT OF INTEREST: No officer or employee of the Commonwealth shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; and no officer or employee of the Commonwealth shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. The purpose of this clause is to ensure that officers or employees of the Commonwealth, who are in a position to approve this contract on behalf of the College, do not experience a personal gain by entering into any contract, which directly affects them.

d. CONFIDENTIALITY: The successful bidder shall keep confidential all personal and other confidential data and information that is provided to the successful bidder by the College or that otherwise comes into its possession in the performance of its obligations under this Agreement, and the successful bidder shall not disclose the same to other persons or entities without the prior written authorization of the College.

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e. FORCE MAJEURE: Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without fault or negligence. Such causes may include, but are not limited to: Acts of God or of a public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay, and provided that nothing in this provision shall be deemed to extend the term hereof.

g. SEVERABILITY: If any provision of this Agreement is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

h. WAIVERS: All conditions, covenants, duties and obligations contained in this Agreement can be waived or amended only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit either the legal or equitable remedies available to that party.

i. RECORDS: The successful bidder shall maintain books, records and other compilations of data, pertaining to the performance of its obligations. The Governor, the State Auditor or their designees shall have the right, at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data that are required to be maintained hereunder.

j. STATUS: Nothing in this Agreement shall be deemed to constitute the successful bidder as an employee of the College or of any other agency of the Commonwealth of Massachusetts, nor shall it be deemed to constitute the successful bidder as a partner of or a joint venture with the College for any purpose whatsoever.

k. INDEMNIFICATIONS: No Board of Trustees, or agents thereof, of any Community College of this Commonwealth, has the authority, statutory or otherwise, to enter into an indemnification or hold harmless agreement on behalf of a Community College of this Commonwealth. Further, pursuant to amended Article 62, §1, of the Massachusetts Constitution, and applicable Massachusetts case law, the Commonwealth is prohibited from indemnifying or holding harmless, in any manner, any individual, or any private association, or any corporation which is privately owned and managed. Where the Party to a contract with the Commonwealth is not an individual, private association, or a corporation which is privately owned and managed, the Commonwealth can indemnify or hold harmless such Party only upon a two-thirds vote of each House of the Massachusetts Legislature.

In the event of the repeal of amended Article 62, §1, AND the enactment of statutory authority authorizing a Board of Trustees, or agents thereof, of a Community College of this Commonwealth, to enter into an indemnification or hold harmless agreement on behalf of a Community College of this Commonwealth, the parties agree to the terms of the following paragraph(s), if any, to the extent that these terms are consistent with such statutory authority.

XIII. CHECKLIST

Bid Opening for: PROJECT NO. BHCC-11-CONTRACT SECURITY SERVICES

Contractor: _____

May 2, 2011

BID REQUIREMENTS:	YES	NO
1. Proposal Form with acknowledgement of number of addenda.		_____
2. Standard Contract. (At time of the award).		_____
3. Signed RFR delivered by May 2, 2011 by 1:00 PM. E-127		_____
4. Commonwealth Terms and Conditions. (At time of the award).		_____
5. Bid Deposit in amount of 25% of bid price.		_____
6. Non-Collusion Form		_____
7. Contractor Authorization Signature Verification Form		_____
8. Financial Statements (audited CPA) or Dun & Bradstreet		_____
9. MA Dept of Revenue Tax Compliance Certification http://www.mass.gov/dor		_____
10. Professional Security References		_____
11. Employer Identification Number (EIN) Vendor in MA (W-9)		_____
12. Copy of Liability Insurance		_____
13. Staffing Pattern Proposal & Rate Sheet Proposal		_____
14. Transition Plan, Environmental Plan, Continuity Plan		_____
15. Summary: Management Experience & Philosophy & Resumes		_____
16. Supplier Diversity Plan (SDP)		_____

**Bunker Hill Community College
Public Safety**

XIV. PROCUREMENT CALENDER

- Release of RFR on Comm-Pass: Monday, March 7, 2011
- Pre-Bid Conference: Thursday, March 24, 2011 @ 10:00 AM,
E-175
- Written Questions Due: Tuesday, April 7, 2011
- Answers Posted to Comm-Pass: Friday, April 15, 2011
- **Bidder Response Due:** **May 2, 2011 by 1:00pm Room E-127**
- Evaluation Period: By Friday, May 13, 2011
- Anticipated Award Date: May 27, 2011

XV. REFERENCE FORM

Bidder: _____

RFR Title: _____

Bidder must provide references for:

A list of three (3) current customers who have had the proposed **Security Services** for at least two (2) years with contact names and telephone numbers.

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

attach additional sheets if necessary

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Business references are required from customers with whom there is a standing business relationship of one year or greater duration. Values are averaged from references supplied to PMT by RFR due date. Answers values are from zero to five; five (5) is the highest value and zero (0) the lowest value.

Question 1. Bidder's willingness and ability to provide contracted services - likeliness of your future use:

Question 2. Bidder's ethical approach, integrity, responsiveness and effectiveness in resolving problems

Question 3. Bidder's communication, leadership, thoroughness and the availability of key personnel:

Question 4. Bidder's organizational approach to reporting, internal controls, & meeting emergency needs:

Question 5. Including compliments and complaints on this business, your overall ranking is:

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