

# Request for Proposal

## Safety and Security Services - #2020-002

Bishop State Community College

351 North Broad Street

Mobile, AL 36603

**Purpose:** **Bishop State Community College** is a state supported two-year college in the Alabama Community College System. The purpose of this RFB is to identify a vendor who can provide safety and security services for all campus locations.

**RFB Response:** Please provide a complete bid response to the following 5 categories - addressing your firm's capabilities to meet the college's expectations for price, quality, and performance.

- 1) Wet-signed *formal Proposal response sheet* w/unit pricing listed
- 2) Enclose 3 *references with* contact info from satisfied customers within the past year
- 3) *Confirm* that your proposal price is all-inclusive or specifically note exclusions
- 4) Describe *normal timelines* from security mobilization
- 5) Complete all *required forms* and affidavits as noted on the RFB checklist

**Formal Bid Response Sheet:** The formal bid response sheet should be filled out electronically, then printed and wet-signed and included in your proposal package. When submitting your proposal, please closely review the specifications listed on pages 3-7 of this RFP. Please note the final total bid price shall be an hourly officer rate and include all services noted and if not, specific exclusions must be clearly stated.

**References:** Provide 3 references for us to review and contact if we have further questions.

**Confirm Ability:** Please review the terms for service delivery. The college will provide the use of our facilities as noted for security officers.

**Normal Timeframes:** Explain expected mobilization timeframes to begin services.

**Required Forms:** Please complete and return the RFP checklist and all properly signed and/or notarized forms and affidavits as required by the state of Alabama's laws and regulations regarding procurement with state public funds. Please review any federal guidelines that apply.

*Sealed bids* (only) will be received until January 9<sup>th</sup>, 2020 at 1:00pm. At 1:15pm, the college will unseal and begin evaluation with the goal, but no guarantee, that a decision will be made the same week. As a member of the public you are invited to attend the unsealing at the address below. However no decision will be made at the public meeting.

All inquiries and questions regarding the proposals should be directed to Chief Lloyd Washington via email at: [lwashington@bishop.edu](mailto:lwashington@bishop.edu)

*Sealed* proposals should be clearly labeled on the outside and directed to:

Bishop State Community College  
Business Office  
Adam Merkle, *Purchasing Agent*  
**SEALED #2020-002**  
351 N Broad Street  
Mobile, AL 36603  
(251) 405-7128  
[amerkle@bishop.edu](mailto:amerkle@bishop.edu)

## **Safety and Security Service Specifications**

A minimum of five (5) years of Security Guard Services is required in order to provide a proposal, please describe years of service in your written response.

### **Guard Duties**

Typical duties of security guards include, but are not limited to the following:

- a. Monitoring admittance of personnel and authorized visitors to the facilities.
- b. Making rounds and inspections to determine whether fences, gates, doors, and windows are properly closed and/or locked and properly secured.
- c. Turning lights ON and OFF; turning alarm systems ON and OFF.
- d. Investigating unusual or suspicious conditions.
- e. Preventing trespass, damage, or theft of property.
- f. Inspecting parking areas.
- g. Interacting in a professional manner with the public; assisting clients with direction.
- h. Maintain a visible presence in all areas.
- i. Operating telephones and transmitter receiver radios, cameras, and automated security system equipment; responding to emergencies and alarms.
- j. Escorting personnel to or from their automobile in very dark conditions.
- k. Notifying appropriate personnel and local authorities when emergencies occur.
- l. Reporting any dishonest or criminal act committed on premises by personnel or other persons.
- m. Enforcing "Non-smoking Ordinance".
- n. Traffic-control duties may be included at some assignments, by Police Supervisor.

### **Licenses and Permits**

Contractor and assigned personnel shall possess any required licenses and permits. Furthermore, Contractor shall possess a business license and a private patrol Permit with Contractor's proposal.

### **24 Hour Communications Capability**

Contractor shall maintain a 24 hour communications center. Contractor shall be responsible for the proper operation and security of its radios, cellular phones, and chargers.

## **Uniforms and Equipment**

Contractor shall provide uniforms to employees who are assigned to work on the contract at no additional expense to those employees. Uniforms shall include winter jackets and rain gear. Uniforms shall bear a patch identifying the Contractor.

Contractor shall be able to provide communication equipment, i.e. 2-way radios and/or cellular phones, to employees who are assigned to work on the contract. Such equipment shall permit employees to communicate with the communications center at all times.

Security guards must wear nametags or identification cards at its expense. Contractor shall ensure that nametags or identification cards are properly worn and displayed.

Contractor must provide a patrol vehicle on the Main and Southwest Campuses to be used by Contract Guards.

## **Personnel Background Checks and Examinations**

Contractor shall certify that all personnel have successfully passed a criminal background check prior to site assignment. All security guards shall pass a fingerprint check. Bishop State Community College reserves the right to review the personal background check and conduct further security clearances on the Contractor's assigned personnel. In such cases, the Contractor shall cooperate and furnish the name of persons who may be assigned for completing a more thorough detailed check. The following information, on all assigned personnel, shall be provided:

Date of Birth

Social Security Number

Driver License Number

Current Address

All background information

*\*Any person or persons not acceptable shall be prohibited from working under this Contract.*

Medical examination of guards to assure their physical fitness shall be conducted at the Contractor's expense, prior to initial request for clearance and annually thereafter or more frequently as determined by the Contractor's examining physician. Contractor will assign personnel that are physically able to walk unassisted for an extended period of time.

## **Mental Qualifications**

Guards must be mentally alert and capable of exercising good judgement, implementing instructions and assimilating necessary specialized training. Emotional and mental stability are essential since duties normally require contact with the public and quick action under emergency situations.

## **Training**

Contractor shall provide the following training of newly assigned guards; Contractor will be expected to provide up to eight (8) hours of training to newly assigned guards at each post. In conjunction with the facility site supervisor, newly assigned guards shall be taught specific post duties, including emergency procedures and the operation of the building security alarm system. Unarmed Security guard Services to those assigned to the contract. This continuity assures that experiences security guards are at the forefront of protecting.

## **Post Order and Operating Procedures**

Prior to staffing an account, Contractor shall meet with the Campus Police supervisor and review current security guard post orders (duties) and operating procedures; Amend current post orders and operating procedures, as necessary, to the mutual agreement of both parties, in writing; Hold an orientation training meeting with assigned personnel, at which time they shall be given a written copy; and; Provide a written copy to the Campus Police supervisor.

Contractor shall establish a specific set of post orders and operating procedures for each facility assigned.

These post orders and operating procedures shall be completed within ten (10) days following the contact start date. Any revisions shall also be clearly conveyed to assigned personnel, and they shall each receive a revised written copy. The Police supervisor shall receive a revised written copy.

## **Appearance and Grooming**

Assigned personnel shall arrive at work well groomed, in a professional manner, and in the appropriate uniform of the company complete with badge, company designation patch, nametag, and required communications equipment.

Uniforms shall be in respectable condition, fitted properly, cleaned, pressed, and present a professional appearance. Assigned personnel shall not "accessorize" their uniforms.

Note: The Campus Police supervisor may dismiss any security guard reporting to duty not properly dressed and equipped for the duration of the shift. Contractor shall immediately replace the dismissed security guard with another guard who is properly dressed and equipped.

### **Responding and Reporting**

Assigned personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned personnel shall call for assistance (911) when necessary. Assigned personnel shall report all emergencies to the designated emergency responder(s) as instructed by the College Police Department.

### **Incident Reports**

Contractor shall furnish a written report for each incident of injury, security or law violation. Contractor shall furnish a written report within one (1) day of the incident to the Campus Police Officer where the incident occurred.

### **Cooperation with Law Enforcement Officers**

Contractor and assigned personnel shall cooperate with law enforcement officers. For example, assigned personnel may assist with crowd control, if appropriate, in event of an incident at the facility.

### **Daily Activity Field Reports**

One security guard on each shift at each facility shall maintain a daily field activity report, summarizing the significant events that occurred during that shift. A copy of such report shall be delivered to the Police supervisor daily.

### **Additional Personnel**

Contractor shall provide additional upon four (4) hours advance notice at the contracted rate. Contractor shall assure the college will maintain a reasonable number of trained backup personnel ready to assume assignment at the locations upon request.

### **Schedule Changes**

College reserves the right to make schedule changes upon four (4) hour advance notices to Contractor. Schedule changes shall not affect the billing rate agreed upon.

### **Overtime**

The College will only pay for overtime that is authorized. College will pay Contractor a rate of one and one-half times the normal billing rate for each person assigned to work overtime. Requests for special events or times of the year that require in excess of forty (40) hours per week of additional service shall be billed at the normal base rate.

### **Recognized Holidays and Campus Breaks**

This information will be provided to the winning contractor regularly upon request.

**Overfills**

Typically occur when Contractor supplies too many guards, guards for longer periods than required, or guards of a higher level of pay than agreed upon between the Contractor and for a particular site. College will pay for only those services requested and agreed to.

**Short-fills**

Typically occur when Contractor supplies unqualified personnel for the site assigned. The College reserves the right to refuse Contractor's personnel not in compliance with the list.

**No Use of College Equipment**

At no time shall assigned personnel use College telephones or other equipment for personal business without prior approval by the Police supervisor. Unauthorized use of any College equipment may be cause to terminate the guard from County assignment.

**Service Performance**

Poor performance will not be tolerated. The College reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a person is removed from a College facility at the request of the College, that person is not to be re-assigned to another College facility without first advising that facility site supervisor of the person's previous assignment and the reasons for his or her removal.

**Service Credit**

Contractor guarantees that security guards assigned to sites will report on time for duty, in proper uniform, and properly instructed, oriented, and supervised. Contractor guarantees that service requirements will be identified and will receive proper response. Contractor will communicate regularly (at least once a month) with Unarmed Security Guard Services. If at any time Contractor fails to provide any service as agreed, Contractor shall issue a "service credit" to the College. A "service credit" for each incident of failure shall be a minimum of one (1) complete security guard work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the Police.

## ADDITIONAL PROVISIONS

1. For the purpose of this RFP, the College designates a preference zone to include those entities operating within the state of Alabama.
2. The College reserves the right to accept bids in any combination, or reject any bid or part thereof and waive information that might be in the best interest of the College. The College expressly reserves the right to reject all bids if, in its sole discretion, the College believes the rejection of all bids would be in the best interests of the College.
3. After the bids are opened, all bids become the property of the College and will be made available for public inspection.
4. The proposal is to be made without connections with any other person, company, or party making a bid proposal and is to be in all respects fair and in good faith, without collusion or fraud.
5. Bishop State Community College is tax-exempt under number: 49-1557. Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. **BY SUBMITTING THIS RFP or RFP, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557.** They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.
6. Bid awards are subject to change or cancellation due to unanticipated decrease in funding (including tuition, local, state or federal). Bid awards are also subject to change or cancellation due to changes in local, state, federal laws, regulations or policies or in changes in the policies of the Alabama Community College System Board of Trustees.
7. Act 2001-955 requires the Disclosure Statement (included with this bid request) be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.00.
8. Alabama laws require that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding must be



included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify). The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

9. Invoicing frequency should generally be no more than once per month at the end of the billing period. Payment terms are net 30.

**If Contract is awarded, the following conditions will apply and shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:**

10. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
11. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.
12. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.
13. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint

venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
15. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
16. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
17. This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.

**Federal Funding Provisions, because a portion of funding may come from the federal government, federal contracting regulations could apply including everything listed in Appendix II to Part 200 of 2 CFR Chapter II.**

18. By submitting bid or proposal, vendor agrees to comply with all federal guidelines including but not limited to:
  - a. Equal Employment Opportunity
  - b. Davis-Bacon Act, Copeland Anti-Kickback Act
  - c. Contract Work Hours and Safety Act
  - d. Rights to Inventions Made Under a Contract or Agreement
  - e. Clean Air Act and Federal Water Pollution Control Act
  - f. Energy Policy and Conservation Act
  - g. Debarment and Suspension Clauses
  - h. Byrd Anti-Lobbying Amendment