



**Request for Proposals (RFP)
BCC 25-005 Campus Security Services**

Berkshire Community College (“BCC”) is soliciting competitive sealed proposals for Campus Security Services on the BCC Main Campus, South County Campus, and extra detail as required.

Bid Documents will be available beginning **March 10, 2025 at 10:00am** on www.berkshirecc.edu/about-bcc/procurement

Sealed proposals will be received until April 9, 2025 at 2:00pm at which time the Procurement Office will open all proposals in the presence of one or more witnesses.

Proposals should be clearly marked **BCC 25-005 – Campus Security Services**, submitted in a sealed envelope and received at:

**Berkshire Community College
Business Office - Procurement
1350 West Street
Pittsfield, MA 01201**

This is a sealed RFP and may NOT be submitted electronically. BCC will not be held responsible if any proposal is not so marked and is unintentionally opened as a result. Postmarks will NOT be considered.

The pre-bid conference will be held on March 20, 2025 at 10:00am in the Susan B. Anthony Building, Room G12, on the Main Campus. The meeting will include a tour of the campus.

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

All bid materials must be signed in ink. Facsimile signatures are unacceptable. Proposals must be signed by an authorized agent of the company. Late proposals will not be considered.

Prices quoted must be available for acceptance for at least ninety (90) days after the bid closing date.

BCC reserves the right to accept the proposal deemed best for the Commonwealth of Massachusetts and BCC. The Contract will be awarded to the Contractor who offers the best combination of price, capability and service options as determined by BCC. BCC reserves the right to reject any or all bids, wholly or in part.

**Michelle Mellace
Director of Auxiliary Services & Procurement**

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SECTION I
CHECKLIST OF FORMS

REQUIRED FORMS (to be completed and submitted with the bid response)

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Completed Proposal-Pricing Form (Form Included) |
| <input type="checkbox"/> | Statement of Financial Strength (Form Included) |
| <input type="checkbox"/> | Statement of Tax Compliance (Form Included) |
| <input type="checkbox"/> | Certificate of Non-Collusion (Form Included) |
| <input type="checkbox"/> | Contractor Authorized Signature Verification Form (Form Included) |
| <input type="checkbox"/> | Business Reference Form (Form included) |
| <input type="checkbox"/> | Affirmative Action Plan Form or Submission (Form Included) |
| <input type="checkbox"/> | Audited Financial Statements as described in Section III |
| <input type="checkbox"/> | Contractor's Current Policy and Procedure Manual |
| <input type="checkbox"/> | Personnel training plan outlining how the Contractor will fulfill the training requirements of this RFP |

FORMS REQUIRED, IF CONTRACT IS **AWARDED**

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Commonwealth of Massachusetts – Standard Contract Form |
| <input type="checkbox"/> | Commonwealth of Massachusetts Standard <i>Amendment</i> Form (used if necessary) |
| <input type="checkbox"/> | Commonwealth of Massachusetts Change in Contractor Identity Form (used if necessary) |
| <input type="checkbox"/> | Executive Order 504 Contractor Certification Form |

Submitted by: _____
Company Name (please print)

Signature

Date Submitted

SECTION II
INTRODUCTION AND SCHEDULE OF EVENTS

INTRODUCTION: Berkshire Community College (“BCC”) is soliciting competitive sealed proposals for campus security services on the Main campus, off-site campus(es), and special detail as required. BCC is a two-year public community college, operating on a semester basis. Additional information about BCC is available on the BCC website: www.berkshirecc.edu/about-bcc/procurement

SCHEDULE OF EVENTS

Bids Available	March 10, 2025
Pre-bid Conference	March 20, 2025 @ 10:00am
Deadline for Written Bidders Questions	March 27, 2025
Responses posted by	March 31, 2025
Bids Due	April 9, 2025 @ 2pm
Finalists Presentations (if applicable)	April 23, 2025
Contract Award	May 1, 2025
Contract Start Date	July 1, 2025
Contract End Date	June 30, 2028

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

All questions must be sent via email to procurement@berkshirecc.edu a minimum of five (5) days prior to the bid due date. Questions may not be submitted by mail, fax or telephone.

All addenda and responses to questions will be posted on www.berkshirecc.edu/about-bcc/procurement They will not be mailed, faxed or emailed.

A pre-bid conference will be held on March 20, 2025 in the Susan B. Anthony Building, Room G12, on the Main Campus. The meeting will include a tour of the campus and will begin at 10:00am.

- While not mandatory, preference may be given to Bidders who have attended the pre-bid conference.
- If BCC is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other unforeseen circumstances, the pre-bid conference will be held at 10:00am on the next open business day.
- If BCC is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other unforeseen circumstances on the day bids are due, bid responses will be accepted until 2:00pm on the next open business day.
- The date listed for Contract Award is an estimate and supplied only as a courtesy to Bidders.
- Responses not in compliance with bid requirements will be deemed non-responsive.
- Proposals must include one (1) complete original and three (3) copies and be submitted in a sealed envelope and received at:

Berkshire Community College
Business Office - Procurement
1350 West Street
Pittsfield, MA 01201

Sealed proposals will be received until 2pm on April 9, 2025 at which time all proposals will be opened, read and recorded in the presence of one or more witnesses from BCC. The clock in the BCC Business Office will be the sole determinate of time. Proposals should be clearly marked **BCC25-005 -Campus Security Services** and submitted in a sealed envelope. Proposals received after this date and time will not be considered. Postmarks will NOT be considered. It is the Bidder’s responsibility to ensure this condition is met. Proposals delivered to BCC mailroom or receiving dock are NOT acceptable.

**SECTION III
GENERAL CONDITIONS**

1. IDENTIFIERS:

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

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

All addenda and responses to questions will be posted on www.berkshirecc.edu/about-bcc/procurement. They will not be mailed, faxed or emailed. BCC and the Commonwealth of Massachusetts accept no liability and will provide no accommodation to Bidders who submit a response based upon an out-of-date solicitation document.

The Bidder may not alter the RFP or its components except for those portions intended to collect the Bidder's response (pricing form, etc.). Modifications to the body of the RFP, specifications, terms and conditions or any other documents that would change the intent of this RFP are prohibited. Any modifications other than where the Bidder is prompted for a response may disqualify the response.

3. PRICING FIRST THREE (3) YEARS & EXTENSIONS: The Contractor shall, on the provided Proposal-Pricing Form, submit a proposal that lists fixed prices for each of the three years of this Contract, as well as wage rates the Contractor intends to pay Security Officers. Thereafter, if the College and the Contractor negotiate an extension to the Contract during the two optional one-year renewals, the Contractor may request, at least sixty (60) days prior to each anniversary date of the Contract, a percentage increase. Justification must support this request. The College reserves the right to accept or reject the Contractor's request for an increase.

4. PRICING DETAIL WORK: The Contractor shall provide a fixed hourly rate for special events requiring additional officers. Examples of special events are security coverage for, Commencements, plays, and other external events. Hourly rates shall be listed for each year of the of this Contract; thereafter, if the College and the Contractor negotiate an extension to the Contract, the Contractor may request, at least sixty (60) days prior to each anniversary date of the Contract, an increase in the hourly rate. The College reserves the right to accept or reject the Contractor's request for an increase.

5. PROPOSAL COSTS: Bidders shall bear all costs associated with their proposals, including preparation, copying, postage and delivery fees. No costs or expenses incurred by Bidders will be the responsibility of BCC.

6. BID DELIVERY: All bids must be submitted in a sealed envelope clearly marked **BCC 25-005 Campus Security Services**. BCC will not be responsible for bids that are not sealed, or clearly marked and, as such, are opened prior to the official time of bid openings. Such bids shall be deemed non-responsive.

- 7. ADDENDA:** All submitted bids shall acknowledge receipt and understanding of all addenda released as part of this RFP.
- 8. WITHDRAWL/MODIFICATION OF BID:** Bidders may withdraw or modify his/her proposal, by written request, prior to, but not after, the date and time set for opening of proposals. Proposals submitted and opened must remain fixed and in force, as submitted, for ninety (90) days immediately following the opening of proposals.
- 9. WAGES:** Employees must be paid in accordance with all Massachusetts wage and hour laws, including but not limited to, M.G.L. c. 149-151. Contractor shall pay employees above Massachusetts minimum wage. Contractor will comply with the Affordable Care Act (ACA) and all Federal and Massachusetts health care regulations.
- 10. MANDATORY BACKGROUND CHECKS:** The Contractor shall certify with the Director of Safety & Security at the commencement of the Contract that their employees have undergone:
 - a) Prior employment check
 - b) Personal reference check
 - c) Driver's license check
 - d) C.O.R.I. check
 - e) S.O.R.I. check
 - f) Drug screening

The Contractor must provide to the College confirmation letters indicating a clean C.O.R.I. and SORI check for each employee prior to being placed at the College. The College agrees to secure these confirmation letters in a confidential file.

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

The Contractor shall notify employees they must report any changes in their C.O.R.I., S.O.R.I., Motor Vehicle License and criminal history reports during their term of work at BCC and are subject to discipline up to and including termination for failure to do so.

- 11. BCC PROPERTY AND SECURITY:** BCC can neither accept nor assume responsibility for the security of the Contractor's equipment if stolen or vandalized. The Contractor shall not represent his/herself to be an employee or agent of BCC. The use of BCC's name or logo on letterhead, billheads and signs or in any other manner by the Contractor is not permitted. The Contractor shall comply with all policies and procedures promulgated by BCC.

The Contractor shall not sublet any of the assigned premises for conducting business.

BCC shall designate office space for the Contractor, which shall include a desk and chair, telephone, computer terminal, and file cabinet. The Contractor agrees to keep this area neat and clean at all times in accordance with all applicable fire laws.

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

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

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

13. CONTRACTOR'S INSURANCE: The Contractor agrees to furnish and keep in full force during the Term of the Contract 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 BCC. The Contractor shall include a provision that there will be no right of subrogation against BCC in the event of a workers' compensation or liability insurance payment.

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:

Worker's Compensation and unemployment (must include and cover working executives and owner/operators)

The Contractor shall provide, at his/her own expense, Workmen's Compensation Insurance in accordance with the requirements of Massachusetts Laws, Chapter 438, Acts o 1938 and General Laws Chapter 152 as amended

Comprehensive General Liability.

1) Bodily Injury	
a) Each Person	\$1,000,000
b) Each Accident	\$3,000,000
2) Property Damage	
a) Each Occurrence	\$1,000,000
b) Annual Aggregate	\$3,000,000

Each certificate or instrument shall contain a valid provision of endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written notice thereof to BCC and that the insurance company waives their right to subrogation and indemnification against BCC and the Commonwealth of Massachusetts.

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 Berkshire 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 emailed to
procurement@berkshirecc.edu

The Contractor shall submit to BCC, promptly upon bid award, and annually thereafter, copies of all required insurance certificates to cover all damage to BCC property or private property and personal injury, including but not limited to student, faculty, staff or visitor automobiles on campus grounds.

The Contractor shall be liable for damages through the entire Term of the Contract.

The Contractor certifies that its employees are covered under an unemployment compensation program.

14. GENERAL PROVISIONS: The Contractor shall not subcontract any portion of this Contract unless approved in writing by the Director of Safety & Security.

All bid prices shall remain firm for at least ninety (90) days after the bid closing date and throughout the Term of the Contract including renewal options.

If the Bidder takes exception to any of the terms or conditions listed in the specifications, it must be so noted in his/her bid. BCC reserves the right to reject any bid proposal that is not in full compliance with the Contract

specifications, reject any or all bids wholly or in part, to waive technicalities or minor deviations; to make awards in a manner deemed in the best interest of BCC, and to correct any award or specification erroneously made as a result of a clerical error on the part of BCC.

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

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

BCC encourages participation in the Commonwealth Supplier Diversity Program (SDP). This program was established to promote supplier diversity in public Contracting. The program encourages the award of state Contracts in a way that strengthens and increases business opportunities for Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and Service-Disabled Veteran Business Enterprises (SDVOBEs).

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

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

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

- 15. CONFLICT OF INTEREST:** A Bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion or connection of any kind with any other Bidder, and that the Bidder is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.
- 16. CLARIFICATION OF PROPOSALS:** Any Contractor submitting a proposal may be required to discuss or clarify their proposal with the selection committee at any time during the procurement process. Only the Procurement Department shall make requests for such discussion or clarification.
- 17.** The selection committee is not required to seek clarification of Contractor proposals. Therefore, the Contractor shall be as clear and unambiguous as possible in their responses to the specifications and be certain of their procedural specifications.
- 18. FINANCIAL STABILITY:** Bidder must submit audited Financial Statements by an independent accountant for their last completed fiscal year or if not available, two years of Statements of Net Position and Statements of Revenues, Expenses, and Changes in Net Position for their last two fiscal years. The reports and statements will not be returned. The Bidder may be evaluated based on the strength of the report.
- 19. PREPARATION OF PROPOSAL:** The accuracy and detailed completion of this proposal is essential. Omissions and/or equivocal statements will be construed against the Contractor. Since the successful proposal will be incorporated into the Contract, Contractors are cautioned not to make claims or statements to which they are not prepared to commit contractually.

Failure to adhere to the Contractor's proposal may result in the termination of the Contract at the discretion of BCC.

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

Proposals are to include:

- a) Name, title, address, email address and telephone number of one individual who can respond to requests for additional information.
- b) Name, title, address, email address and telephone number of one individual who is authorized to negotiate and sign a Contract for the Contractor.

- 20. RETURN OF PROPOSALS:** BCC shall be under no obligation to return any proposals or materials submitted by a Contractor in response to this RFP.
- 21. CANCELLATION OF RFP:** BCC retains the right to cancel this RFP or any portion thereof at any time prior to the execution and approval of a Contract. Shall this occur, all proposals received in response to this RFP or the relevant portion thereof will be rejected. BCC reserves the right not to award a Contract if, at the sole discretion of BCC, it is in the best interests of BCC to re-bid or determine an alternate means to provide these services at BCC campuses. Should this RFP be cancelled, all expenses related to the preparation of responses to this RFP remain the responsibility of the Contractor.
- 22. EVALUATION OF PROPOSALS:** BCC is not bound to accept any proposal based on price alone. BCC further reserves the right to reject any and all proposals and will be the sole judge as to whether the Contractor's proposal has or has not satisfactorily met the requirements of the RFP.
- 23. POLICY AND PROCEDURE MANUAL:** Contractor must provide, with bid submission, a copy of their current policy and procedure manual for review by BCC.
- 24. FINALISTS PRESENTATIONS:** Finalists may be required to present a formal presentation of their proposal to the Director of Safety & Security and other members of the BCC community. If required, the presentation shall include, but is not limited to, description of current training practices to be implemented, recruitment, hiring and retention strategies, and a transition implementation plan. If required, presentations will be held the week of April 23, 2025 with the exact time to be determined once finalist selected.
- 25. CONTRACT AWARD:** The Contract will be awarded to the Contractor who offers the best combination of price, capability and service options as determined by BCC. The lowest bid does NOT constitute the winning bid. BCC reserves the right to award or reject any and all proposals in whole or in part, and to waive technical defeats, irregularities, and omissions if, in its judgment, the best interests of the Commonwealth of Massachusetts and BCC will be served. No financial claim for any payment whatsoever shall be brought against BCC for any Contract award delays.
- 26. TRANSITION PLAN:** Following the Contract Award, the Contractor shall have their Account Manager meet with the Director of Safety & Security regarding the manner in which the services are to be implemented. **A full transition plan will be developed by the Contractor at least one month in advance of the turnover.**
- 27. TERM:** The Contract will begin on July 1, 2025, for a period of three (3) years with the option to renew for two (2) one (1) year Terms.
- 28. COMMONWEALTH CONTRACT:** The successful Contractor will be required to sign and submit the Commonwealth of Massachusetts Standard Contract form and any other required documents within ten (10) days of the date of award.
- 29. AMENDMENTS TO THE CONTRACT:** BCC reserves the right at its sole discretion to amend the Contract arising from this RFP and in particular, to add or remove services. Service may be modified based upon enrollment, available funding and BCC needs.
- 30. GOVERNANCE:** The Contract as described in the specifications shall be governed by and construed by the Laws of the Commonwealth of Massachusetts and will constitute the entire Contract between parties. The Contract specifications may not be varied unless specified in writing and signed by both parties. Paragraph headings are for convenience only and are not intended to expand or restrict the scope of substance of the provisions of this Contract. Berkshire County, Massachusetts, shall be the proper venue for any litigation involving this Contract.
- 31. CONTRACT TERMINATION:** BCC reserves the right to terminate this Contract at any time, without prior notice, with or without cause, effective at the discretion of the Director of Safety & Security.
- 32. REVISIONS TO CONTRACT:** If revisions to the security specifications or other requirements of this Contract are required during the Term of the Contract, the revisions shall be approved in writing by the Contractor and by the Vice President of Administration & Finance / Chief Financial Officer or his/her designee, and appended to and

incorporated in the Contract. If revisions require an increase or decrease in Contract costs, the increase or decrease shall be included as 'formal change' documentation. The amount of increase or decrease shall reflect the Contractor's actual costs, the rates that are incorporated into this Contract, and/or some other equitable, mutually agreeable documentation source.

33. PRICE LIMITATION: The Bidder must agree that no other state or public entity customer within the Commonwealth of Massachusetts of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the Contract Term, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the Contract Term in the absence of proprietary information being part of such Contracts.

34. PAYMENT PROCEDURE AND TERMS: Contractor shall submit invoices on a monthly basis for the previous month's service. Invoices are net 45 days upon receipt. Each invoice shall be itemized by date, campus and include total service hours. Contractor must include backup documentation that corresponds to the invoice, such as, but not limited to, timesheets and employee schedules. BCC, at the sole discretion of the Director of Safety & Security, reserves the right to withhold payment if Contractor fails to adhere to the terms of the Contract.

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

35. RECOGNITION PROGRAM; The Contractor shall, at its own expense, establish a formal recognition program for all assigned security guards working at Berkshire Community College. At a minimum, the program shall include the following components and awards:

- Security Officer of the Month- \$100 paycheck bonus, and certificate;
- Security Officer of the Year- \$1000 paycheck bonus, certificate and plaque;
- In addition, a rolling (annual) plaque maintained in the Security Office including the names of all monthly winners and the yearly winner.

36. PERFORMANCE PENALTIES AND DEDUCTIONS: The College expects a high level of quality work and compliance in security services relative to those specifications contained herein. Whenever the services fall below acceptable levels, the Contractor shall be liable for, and the College may deduct, penalty amounts from the monthly payments specified in the Contract. The College may deduct from the normal billing sum of Two Hundred (\$200) for each occurrence per day per incident until the deficiencies are corrected. The Contractor shall be provided written notice of the intention of the College to initiate such deductions from the normal invoicing. Such written notice will detail the circumstances of the incident:

- a) Failure to provide the number of Security Officers required for each post and/or shift as specified in advance by the College.
- b) Failure to investigate in advance any security personnel assigned to the premises with the specific qualifications contained in this specification.
- c) Failure to assign a substitute Security Officer who is qualified and has been adequately trained as a replacement.
- d) Allowing a Security Officer to work in excess of the hours as stipulated in the specifications.
- e) Failure to maintain complete records of all hours of Security Officers assigned for which payment is computed on the basis of actual hours worked. This shall include the Contractor's failure to supply the College with a copy of the Security Officer's wages as agreed to in the Contract.
- f) Failure to compensate each Security Officer the minimum wage specified by the Contract.
- g) Failure to assign a properly attired Security Officer, with the uniform as specified in the Contract.
- h) Failure to replace any Security Officer as requested by the College to be relieved of duty within 24 hours of such request being communicated to the Contractor.
- i) Failure to comply with any expectation listed in 2.9.9 – Miscellaneous.

Notwithstanding any other provisions of the Contract, nothing in this section shall be deemed to limit the right of the College to collect actual and compensatory damages in the event such damages exceed the amounts withheld from the College's billing. The College's failure at any time to require performance of the provisions of this section shall in no way cancel or affect the rights of the College to enforce the requirements for subsequent occurrences.

- 37. WEAPONS CLAUSE:** Employees are prohibited from bringing and/or carrying weapons of any kind on campus without express written permission from the Director of Safety & Security. Contractor and employees shall abide by Massachusetts General Laws Chapter 269 s 10(j), which prohibits weapons on campus, including but not limited to, loaded or unloaded firearms, knives, metallic knuckles, nunchuku, shuriken or similar pointed star like throwing object, any armband made with metallic spikes or studs, or any other object deemed dangerous by the Director of Safety & Security. Ammunition, air rifles, and BB guns are also strictly prohibited. The Director of Safety & Security shall have final discretion to determine whether an object is determined as a weapon or inherently dangerous. Contractor shall abide by all BCC policies, including but not limited to, the *Firearms on Campus Policy*.
- 38. SIGNS:** The Contractor shall not permit or place any placards, posters, or advertisements to be displayed on or about the premises unless approved by the VP of Administration & Finance/CFO, or his/her designee.

SECTION IV
SCOPE OF WORK

1. INTENT OF CONTRACT: The intent of these specifications is to describe the work, which the successful bidder undertakes to do, in full compliance with the provisions herein contained. The Contractor shall do all the work provided in these specifications and shall do additional extra and incidental work as may be considered necessary from time to time to complete the work in a satisfactory manner.

2. SCOPE OF DUTIES: The Contractor shall insure that all Security Officers are:

- a) Responsible for providing security services at main campus, satellite campuses, and off campus events.
- b) Responsible for providing safety and security related services designed to insure the safety and security of the students, faculty, staff, and visitors.
- c) Responsible for assisting in the evacuation of buildings and grounds in the event of an emergency.
- d) Able to operate the College's two-way radio and telephone system.
- e) Responsible for enforcing the College's no-smoking policy.
- f) Responsible for being in proper uniform with all the issued items and equipment and to be neat in appearance.
- g) Responsible for being courteous and professional at all times.
- h) Responsible for being responsive to the needs of the faculty, staff, students, and visitors.
- i) Responsible for obeying orders given by the Director of Safety & Security or his/her designee.
- j) Responsible for responding to incidents and emergencies in a timely manner.
- k) Responsible for maintaining Shift Activity Reports.
- l) Responsible for communicating his or her whereabouts at all times while on duty.
- m) Responsible for enforcing all college policies, procedures, rules and regulations.
- n) Responsible for generating and disseminating Incident Reports for all incidents or unusual occurrences.
- o) Responsible for immediately informing the Director of Safety & Security or his/her designee whenever a student, staff, or faculty member is involved in a safety issue on campus that is considered to be an imminent danger.
- p) Able to administer CPR/first aid during medical emergencies.
- q) Responsible for assisting emergency personnel during campus emergencies.
- r) Responsible for maintaining traffic control procedures under both normal and special circumstances.
- s) Responsible for controlling traffic for special events with signs, traffic horses, and cones.
- t) Responsible enforcing parking regulations via verbal warnings and for issuing written warnings and tickets for parking violations.
- u) Responsible for creating and placing signs for campus events.
- v) Responsible for deterring theft, trespassing, and vandalism.
- w) Responsible for providing security escorts when requested.
- x) Responsible for deterring criminal acts.
- y) Responsible for performing record-keeping functions as requested.
- z) Responsible for maintaining order among faculty, staff, students, and visitors.
- aa) Responsible for assisting and searching the campus for missing persons.
- bb) Responsible for assisting in fire prevention, detection, and suppression functions.
- cc) Perform a minimum of two full rounds per shift of security checks of all buildings on the College grounds.
- dd) Additional rounds may be required as directed by the Director of Safety & Security or his/her designee.
- ee) Responsible for monitoring means of egress equipment for proper operation.
- ff) Responsible for reporting to the Director of Safety & Security or his/her designee, any incident, equipment failure or any situation that may have an adverse effect on the physical plant of the college.
- gg) Responsible for resetting pumps and equipment after consultation with the Director of Safety & Security or his/her designee.
- hh) Responsible for performing foot and mobile patrols as directed by the Director of Safety & Security or his/her designee.
- ii) Responsible for securing all unoccupied buildings and offices and reporting the same on the Shift Activity Report.

- jj) Responsible for reporting any suspicious activities to the Director of Safety & Security or his/her designee.
- kk) Responsible for representing the College, or helping to represent the College, during administrative or court hearings.
- ll) Responsible for filling shift vacancies in a timely manner and maintaining appropriate staffing at all times.
- mm) Responsible for immediately informing the Director of Safety & Security or his/her designee, whenever law enforcement or emergency personnel are on the grounds.
- nn) Responsible for monitoring the College switchboard when requested.
- oo) Responsible for participating in meetings as requested.
- pp) Responsible for unlocking doors as requested.
- qq) Responsible for key control in accordance with College's key policy.
- rr) Responsible for monitoring fire alarm operations and associated record keeping and reporting all abnormal incidents to the Director of Safety & Security or his/her designee.
- ss) Responsible for monitoring Security in-house mail, email, and voicemail as necessary.
- tt) Responsible for weekly handicapped door operational tests and reports.
- uu) Responsible for monthly lighting surveys and reports (external).
- vv) Responsible for weekly wheelchair lift tests and reports.
- ww) Responsible for operating and aiding for wheelchair lift when requested.
- xx) Responsible for performing tests as requested on emergency phone circuits.
- yy) Responsible for performing various signage surveys across campus when requested.
- zz) Responsible for providing contractor and security escorts when requested.
- aaa) Performing all other security-related duties.
- bbb) Responsible for driving ADA Accessible golf cart, to transport disabled students or guests on campus.

3. HOURS: The Contractor shall provide round-the-clock security support services as follows:

- a) 7:00 am to 3:00 pm – Mondays through Sundays (see Appendix I – Typical Weekly Schedule)
- b) 11:00 am to 7:00 pm – Mondays through Fridays (see Appendix I – Typical Weekly Schedule)
- c) 3:00 pm to 11:00 pm – Mondays through Sundays (See Appendix I – Typical Weekly Schedule)
- d) 11:00 pm to 7:00 am – Mondays through Sundays (see Appendix I – Typical Weekly Schedule)

The College reserves the right to change any or all shift-hours by providing five (5) working days written notice to the Contractor. However, when in the opinion of the College, the safety or general well-being of the College warrants a change in the listed shifts, the College reserves the right to modify shifts without providing five (5) working days' notice.

The Contractor shall review the Non-Typical Weekly Schedule (Appendix II), which shall be in place at certain times during the year.

4. HOURLY WAGES: The College desires their contract Security Officers be paid a fair wage and will consider their wages as part of the overall evaluation of bidders.

5. WEEKDAY DAY DUTIES (IN ADDITION TO SHARED DUTIES):

- a) Shut off all perimeter lights at daylight.
- b) Deter criminal acts during busy hours in cafe'.
- c) Conduct daily room unlocks.

6. WEEKDAY EVENING DUTIES (IN ADDITION TO SHARED DUTIES):

- a) Make sure flags are in the proper position at the appropriate times.
- b) Turn on all perimeter lights at the approach of dusk.
- c) Check pumps, unit boiler rooms, etc. for leaks or problems.

- d) Lock/unlock appropriate doors for evening classes or after day classes. Check published schedule for weekly changes.
- e) Lock the Tennis Courts at the Paterson Field House, in accordance with the schedule.

7. NIGHT/WEEKEND/HOLIDAY DUTIES (IN ADDITION TO SHARED DUTIES):

- a) Insure that all outside doors, doors to offices and labs, and windows are locked.
- b) Verify safety of any faculty or staff on campus during off hours.
- c) Shut off all inside lights except night-lights in library, business office, and ghost light on K-110 stage.
- d) Patrol parking lots and grounds.
- e) Check pumps, unit boiler rooms, etc. for leaks or problems.
- f) Unlock inside and outside doors to all buildings, in accordance with the College schedule.

The College reserves the right to modify responsibilities listed in this RFP by either adding or deleting responsibilities. When the College makes any such modifications, the College will provide the Contractor with five (5) working days' notice. When, in the opinion of the College, the safety or general well-being of the College warrants a change in the listed responsibilities, the College reserves the right to modify responsibilities without providing five (5) working days' notice.

8. LEGAL HOLIDAYS: The College observes the following schedule of holidays. The Contractor shall provide security services on these holidays in accordance with a Non-Typical Weekly Schedule (Appendix II):

- New Year's Day
- Martin Luther King Day
- President's Day
- Patriot's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

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

The Contractor must provide, to all Security Officers, the pre-assignment training to fulfill the requirements listed below, as well as an additional 40 hours of on-the-job training and 16 hours of refresher training annually.

Contractor shall also be responsible for providing training to employees on:

- a) Legal restriction on arrests, search, and seizure.
- b) Liability for failure to take action.
- c) Civilian arrest powers.
- d) Control, detection and reporting of fires and the use of portable fire-fighting equipment.
- e) Procedure for notifying state police in the event of criminal activity.
- f) Access Control.
- g) Safety.
- h) Naloxone
- i) Patrol Techniques.

- j) Communications.
- k) Standards of Conduct.
- l) Public and Client Relations.
- m) Reports & Report Writing.
- n) Grooming and Uniform Appearance.
- o) Fire and Security Alarm systems and procedures.
- p) Interviewing and Incident/Accident – Investigation Techniques.
- q) Mental Health Awareness
- r) Diversity & Inclusion
- s) BCC Policies and Procedures

Contractor will provide documentation of each certification to the Director of Safety & Security prior to employees working on campus. Contractor must also submit recertification annually thereafter for all employees to the Director of Safety & Security.

- 10. OSHA TRAINING:** Contractor shall comply with all OSHA enforcement procedures for occupational exposure to blood-borne pathogens and Personal Protective Equipment, HazComm, Slips/Trips/Falls, Lock Out/Tag Out Awareness, Confined Space Entry Awareness, Laboratory Safety (spills, odors, etc.), Asbestos Awareness, etc. at Contractor's expense. All employees must have received minimum federal training on blood-borne pathogens, handling of hazardous materials, and instruction in the right-to-know laws and be fully able to understand Safety Data Sheets and other published notices before being allowed to work on BCC property at Contractor's expense. Training procedures, records, documentation, and certifications shall be submitted to Director of Safety & Security and annually thereafter.
- 11. CLERY ACT:** Employees shall be familiar with, and comply with, the Clery Act. This includes knowledge of Clery logs, the Annual Security Report (ASR), and all Clery crimes. Employees on the BCC campuses are considered Campus Security Officers (CSO's) and shall be certified with training and testing prior to assignment at BCC and annually thereafter. Contractor must provide proof of certification and annual recertification. Employees are also deemed Responsible Employees under Title IX and as such, shall be trained and certified and shall have a duty to report allegations to the Title IX Coordinator. Clery Act and Title IX training and certifications shall be provided by and at the expense of the Contractor.
- 12. PROTECTION OF LIVES AND HEALTH:** The Contractor shall comply with all Federal, State and local laws, ordinances, rules, orders, regulations and codes in completing work under this Contract.
- 13.** The Contractor shall take all precautions for preventing injuries to persons and property in or about the worksite.
- 14.** The Contractor shall not permit smoking or vaping by employees on campus, nor allow the use of intoxicating beverages or non-prescription controlled substance drugs upon or about the worksite.
- 15.** The Contractor shall indemnify and save harmless BCC, its officers and employees from all claims relating to labor performed or furnished; of injuries to any person or corporation received or sustained by or from the Contractor, their employees and/or subcontractors and any subcontractor's employees in performing the work or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and his/her employees therein engaged.
- 16.** Should the Director of Safety & Security deem that the Contractor is not abiding by the provisions of this RFP or that a serious, unsafe condition exists, which threatens the health, life, safety or property of the BCC community, the Director of Safety & Security at their discretion shall immediately suspend operations - without additional expense to BCC until such provisions are complied with or unsafe acts or conditions are corrected.
- 17.** The Contractor shall keep itself fully informed of and comply with all existing and future Federal, State, County and municipal laws, orders, ordinances, rules, policies, procedures and regulations. This includes, but is not limited to, Federal Clery regulations, OSHA regulations and Title IX, as well as those pertaining to affirmative action, equal opportunity and anti-discrimination as they pertain to persons engaged or employed in the workplace or to the materials and equipment used or employed in the work of all such orders.

18. DISCRIMINATION AND SEXUAL HARASSMENT: The Contractor must comply with the terms of BCC's policies on discrimination & sexual harassment while carrying out their activities on BCC property. Copies of BCC's harassment policies may be obtained in Human Resources.

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

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

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

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

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

19. COMPLIANCE: The Contractor and its employees shall comply with any and all applicable federal and state laws, as well as all applicable BCC policies and procedures governing the conduct of third-party service providers generally, and safety service providers specifically, in administering the provisions of this Contract. Contractor shall also comply, and ensure that its employees comply with all applicable provisions of the Contract.

20. CONTRACTOR EMPLOYEES: Contractor shall be responsible for ensuring their employees meet all legal requirements for employment in the United States and the Commonwealth of Massachusetts. All employees must have a high school diploma or equivalent at minimum, must be authorized to work in the United States, and must be a minimum of twenty-one (21) years of age.

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

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

The Director of Safety & Security reserves the right to refuse an employee on campus, and Contractor shall replace said employee with a new hire.

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

21. OWNER'S REPRESENTATIVE: The Director of Safety & Security or his/her designee, shall be the College's representative for purposes of enforcements and notifications involved in the administration of this Contract.

22. CONTRACT EMPLOYEES

- a) The Contractor is required to provide an up to date listing of current BCC assigned Security Officers to the Director of Safety & Security or his/her designee. The list shall state the name and current phone number of each BCC assigned Security Officer.
- b) The Contractor must maintain time cards or time sheets for all BCC assigned Security Officers.
- c) The Contractor shall provide a certified weekly payroll report to the Director of Safety & Security or his/her designee.
- d) Under no circumstances shall college equipment or supplies leave the College campus.
- e) No BCC assigned Security Officer may linger or remain on campus after his/her shift unless authorized by the Director of Safety Security or his/her designee.
- f) All Contractor vehicles shall park in the area(s) designated by the Director of Safety & Security or his/her designee.
- g) All BCC assigned Security Officers shall be required to wear uniforms while on duty.

23. CONTRACTOR SUPERVISION: All security officers shall be responsible to the Director of Safety & Security or his/her designee, who will manage and supervise the competent performance of all security services under the Contract. All security officers will be required to work in harmony with college personnel.

24. CONTRACTOR EQUIPMENT AND SUPPLIES: The Contractor must furnish supplies and equipment for each Security Officer to adequately perform their job. (i.e. paper, pencils, pens, notepads).

The Contractor shall provide a tour system for the Security Officer to utilize while conducting their patrols of the campus.

The College shall provide two-way radios and operable flashlights for use by the Security Officers.

25. VEHICLE: The Contractor shall provide an all-wheel drive, hybrid, sport utility vehicle or 4x4 Pickup Truck, as approved by the Vice President of Administration & Finance / Chief Financial Officer or his/her designee. The College will select color and markings. Use of a Security Officer's private vehicle is not acceptable.

The Contractor shall maintain the vehicle in good repair and all insurance and licenses mandated by the Commonwealth of Massachusetts General Laws shall be kept current. Fees for extra cost items shall be the responsibility of the Contractor. Vehicle repairs, oil, tires, etc. shall be provided by the Contractor.

The Contractor may refuel its security vehicle utilizing the College refueling station. The Contractor agrees the College will deduct the amount of fuel used times the price the College paid per gallon from the Contractor's monthly bill. The College will provide monthly documentation of gallons used and amount charged. Alternatively; the Contractor may refuel its vehicle at any public gas station at market rates.

No standard car radio, tape player or compact disc player shall be allowed to interfere with the duties of the Security Officers.

The College shall not be liable for any expenses incurred by the Contractor as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor.

26. REPORTING REQUIREMENTS

Incident Reports: All incident reports shall be made by the responding Security Officer, reviewed and signed off by the Institutional Security Officer IV, Director of Safety & Security and forwarded to the appropriate department (if applicable); within 24 hours after final review. Pertinent facts and information surrounding the circumstances of the incident shall be recorded on a standardized Incident Report Form supplied by the College.

Unscheduled Inspections: An area manager for the Contractor, whomever is designated as the superior to the Contractor's Level 1 Security Officers, shall visit bi-weekly and evaluate all Officers on duty at the college, and provide to the Director of Safety & Security a written inspection report after each visit.

Other Reports: The Contractor shall be responsible for the completion of a variety of administrative and reporting requirements, including the provisions of statistics relative to campus crime. The successful Contractor shall provide a copy of all reports from the state and other agencies to the Vice President of Administration & Finance / Chief Financial Officer or his/her designee.

27. MEETING REQUIREMENTS: Upon award of the Contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Vice President of Administration & Finance / Chief Financial Officer or his/her designee. The purpose of this meeting will be to establish a schedule of work, review all facility rules, chain of command, and to introduce the Contractor to the College facilities and organizational personnel. The College will specify to the Contractor any special requirements relating to such items as setting alarms, restricting traffic, etcetera.

Subsequent to this meeting, all other meetings will be on an "as needed" basis for any one of the following purposes:

- a) Review job progress and quality of work.
- b) Identify and resolve problems.
- c) Maintain a sound working relationship between the Contractor and the College, and a mutual understanding of the Contract.
- d) Modify and/or update facility rules.

28. POSITIONS REQUESTED: Below is a summary of general position/duty descriptions. Additional positions and/or duties may be added throughout the term of the Contract at the sole discretion of the Director of Safety & Security.

- **SECURITY OFFICER/GUARD – Level I:** Security Officers will be supervised by the Director of Safety & Security. Security Officers will obey lawful orders from the Director of Safety & Security and his designee. Assigned post orders for Security Officers are subject to change at the discretion of the Director of Safety & Security. Security Officer duties include, but are not limited to, all General Staffing Requirements.

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

- a) Conduct themselves in a courteous, customer service focused and professional manner at all times.
- b) Cell phone use is prohibited unless on break or during the authorized course of duty.
- c) Must be able to answer multiple phone lines and handle radio communications.
- d) Must be able to speak, read, and write the English language (to communicate with Faculty, Staff, Students, and to prepare incident reports).
- e) Must be able to discriminate standard colors.
- f) Maintain accurate logs for all incoming calls of service and radio traffic.
- g) Must be able to legally operate a motor vehicle in the Commonwealth of Massachusetts.
- h) Must have a personnel folder on file at the College containing the following:
 - a. Name and address
 - b. Phone number
 - c. Photograph (from photo ID card)
 - d. Record of all required training
 - e. Orientation record and pre-employment interview record

- i) Employees will be responsible for reading all logs and incident reports that were reported after their last duty shift.
- j) Employees must review all scheduled activities for the day, all emails from Account Manager or Director of Safety & Security, and Daily Log.
- k) Employees are prohibited from disclosing confidential information and may be required to sign confidentiality agreements as determined by the Director of Safety & Security.
- l) Excellent communications skills.
- m) Must be capable of intensive and prolonged physical activity in both emergency and non-emergency situations that include, but are not limited to running, standing, bending, sitting, climbing, lifting, and withstanding exposure during extreme weather conditions.
- n) Must immediately notify Director of Safety & Security of an emergency situation and regard the orders given.
- o) Must work with respective Fire Departments, Local, County, State, or Federal law enforcement who are responding to an incident on BCC property and ensure information is logged properly.
- p) Required to enforce the building security policies and procedures appropriately and accurately. These include, but are not limited to, Tobacco free campus rules, parking policies, lost key and badge policies, as well as evacuations and shelter in place orders.
- q) Must protect the safety of students, faculty, staff, and visitors. Employees must ensure that all issues are captured in the daily log, and a report written per BCC policies and procedures.
- r) Must report any and all addressable safety issues to Director of Safety & Security.
- s) Employees are prohibited from bringing weapons of any kind on campus.
- t) Monitoring compliance with campus parking and vehicle regulations as assigned by BCC. Safety situations should be rectified immediately. Only personnel designated by BCC shall issue campus parking violation tickets.
- u) Employees will be required to monitor vehicles on BCC property, and may be required to provide direction or assistance.
- v) Conduct routine interior, exterior and parking lot foot patrols and use electronic tracking equipment as directed.
- w) Employees shall not be involved in the unlawful manufacture, distribution or possession of alcohol or drugs, or engaged in any other illegal activity.
- x) Employees are prohibited from wearing headsets unless authorized by Director of Safety & Security.
- y) Employees may be required to remain on shift until properly relieved by the next shift. Employees may be required to remain on shift should there be an emergency or required by the Director of Safety & Security.

30. UNIFORM/EQUIPMENT/SUPPLIES: All employees will be dressed in distinctive, clean, neat-appearing uniforms and BCC issued identification badges. Uniforms shall be supplied and paid for by the Contractor. The style of uniform will be determined by Director of Safety & Security. These may include suits, polos, and/or reflective type security wear. The Contractor shall ensure that all employees wear proper and neat appearing footwear while executing this Contract. The Contractor will ensure all employees have the proper clothing for all weather conditions, including rain, snow, and extreme cold. The Contractor shall also provide safety vests and exterior clothing, flashlights and other uniform/equipment as determined and approved by the Director of Safety & Security. The Contractor will be responsible for providing all equipment necessary to meet the terms of this RFP throughout the Term of the Contract and is responsible for proper compliance with all such equipment requirements. No equipment may be taken from BCC property and, if inadvertently removed, Contractor shall ensure all equipment is returned within four (4) hours. BCC is not responsible for the cost of providing the necessary footwear, clothing and equipment for employees.

A uniform is defined as follows:

- a) Standard uniform shall include a jacket, gloves (when necessary), hat (when outdoors), shirt (with a black T-shirt underneath), trousers, nylon duty belt and polishable black shoes.
- b) Each Security Officer shall wear identifying shoulder patches, the employer's badge over left coat pocket as well as a nametag over right hand pocket to identify that person as a Security Officer. Security Officers must also carry photo identification cards at all times.
- c) No dangling jewelry.

Uniforms must be worn according to seasonal weather conditions and the following dates:

Winter Uniforms: October 1 – April 30

Summer Uniforms: May 1 – September 30

The Contractor shall provide two cell phones for the on-duty Security Officers. The cell phone provided for the on-duty Security Officers affords the Officers the ability to answer the Security line while on rounds. The cell phone plan provided by the Contractor shall allow for unlimited text messaging emailing between the device and the Director of Safety & Security or his/her designee, in the event electronic communications is needed. The cell phones shall also be equipped with the ability or applications to monitor the department's security camera's remotely.

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

Main Campus

Hawthorne Hall

Melville Hall

Susan B. Anthony Annex

Susan B. Anthony Center

Connector

Jonathan Edwards Library (temporary closed)

Field Administration Building

Koussevitzky Arts Center

One Stop Enrollment Center

Hoffman Environmental Center

Paterson Field House

Off-Campus Sites (TBD)

- 32. KEY POLICY:** Employees shall be required to sign keys in and out upon the commencement and conclusion of each shift. The Contractor shall be financially responsible for the loss of any key(s) assigned to Security Officers for use during their tour of duty, whether regularly scheduled or working as part of an additional staffing request. Keys that are unaccounted for, for a period of twenty-four (24) hours, shall be considered lost. The Contractor shall be financially responsible to re-key all impacted areas of the lost key(s) to make BCC whole, as if the keys were not lost. Keys may not be taken from the property and, if inadvertently removed, Contractor shall ensure their return within four (4) hours. Missing keys shall be immediately reported to the Contractor and Director of Safety & Security; a written incident report must be generated immediately. The report must include the name(s) of the person(s) who last possessed the keys, as well as the time and location the key was last accounted for.

SECTION V
INCLUDED REQUIRED FORMS

- Completed Proposal-Pricing Form
- Statement of Financial Strength
- Statement of Tax Compliance
- Certificate of Non-Collusion
- Contractor Authorized Signature Verification Form
- Business Reference Form
- Affirmative Action Plan Form or Submission

PRICING FORM

(pg. 1 of 2)

PRICING: The undersigned proposes to provide Campus Security Services at Berkshire Community College, in accordance with the attached specifications, for the sums listed below:

ADDENDA: This bid includes acknowledgement of addenda number(s) _____, _____, _____.

Security Services for the Main Campus:

Time Period	Total Yearly Rate	Hourly Wage (Level 1 Officer)	Hourly Bill Rate
July 1, 2025 – June 30, 2026			
July 1, 2026 – June 30, 2027			
July 1, 2027 – June 30, 2028			

Security Services for Satellite Locations as needed:

Time Period	Hourly Bill Rate
July 1, 2025 – June 30, 2026	
July 1, 2026 – June 30, 2027	
July 1, 2027 – June 30, 2028	

Security Services for Special Detail as needed:

Time Period	Hourly Bill Rate
July 1, 2025 – June 30, 2026	
July 1, 2026 – June 30, 2027	
July 1, 2027 – June 30, 2028	

PRICING FORM

(pg. 2 of 2)

Name of Bidder (Company)

Print Name

Signature

Address

Telephone Number

Email Address

DECLARATION

I _____ hereby declare that I am the
(Printed Name)

_____ of _____
(Title) (Name of Bidder/Company)

submitting this bid form; that I am duly authorized to execute this bid form on behalf of the bidder; and that all information set forth in this bid form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date

(Signature)

(Date)

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

STATEMENT OF FINANCIAL STRENGTH

Under penalty and perjury of law, I _____, certify that
(Print Name)

_____ is financially solvent and has been operating in the
(Business Name)

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

Authorized Signature

Date

STATEMENT OF STATE TAX COMPLIANCE

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

the Acts of 1983, Section 36, I _____
(Name & Title)

authorized signatory for _____
(Contracting Party)

whose principal place of business is at _____
(Address)

do hereby certify under the pains and penalties of perjury that

_____ has complied with all laws
(Contracting Party)

of the Commonwealth of Massachusetts relating to taxes.

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

(Authorized Signature)

(Date)

CERTIFICATION 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 person submitting bid or proposal)

(Name of Business)

CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM

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

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

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

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

Partnership or Other Entities

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

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME: _____

SIGNATURE: (as it will appear on documents) _____

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

OR

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

AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:

BUSINESS REFERENCE FORM

Bidder: _____

RFP Name/Title: **BCC 25-005 Campus Security Services**

The Bidder must provide (indicate a number) 3 business references.

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the Bidder's abilities and qualifications as stated in the Bidder's response. The department may deem the Bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

AFFIRMATIVE ACTION PLAN FORM

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

Bidder: _____

RFP Name/Title: **BCC 25-005– Campus Security Services**

Pursuant to Executive Orders 227 and 246, any Contract with a potential financial benefit of \$50,000 dollars or more requires a Bidder to submit an Affirmative Action Plan. The format for Affirmative Action Plans shall be determined in accordance with the Executive Orders and the procuring department’s secretariat, if the secretariat specifies a format. **If a format has not been specified by the department's secretariat, bidders will be required to complete either A or B below:**

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

OR

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

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

X _____
(Signature of Authorized Signatory of Bidder)

PRINT NAME: _____
(Print Name of Authorized Signatory of Bidder)

TITLE: _____
(Print Title of Authorized Signatory of Bidder)

DATE: _____

BCC Safety & Security Services
 Bid# BCC 25-005

Appendix 1

Security Guard / Officer Services
 Typical Weekly Schedule (Day and Evening Classes in Session)

Shift	Detail	Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
1st	# Required	7am - 3pm	1	1	1	1	1	1	1	56
	# Required	11am - 7pm	1	1	1	1	1	1	1	40
2nd	# Required	3pm - 11pm	1	1	1	1	1	1	1	56
3rd	# Required	11pm - 7am	1	1	1	1	1	1	1	56

Grand Total Weekly Hours: 208

Note:
 Refer to Appendix II; for reduced Security coverage schedule

BCC Safety & Security Services
 Bid# BCC 25-005





Appendix 2

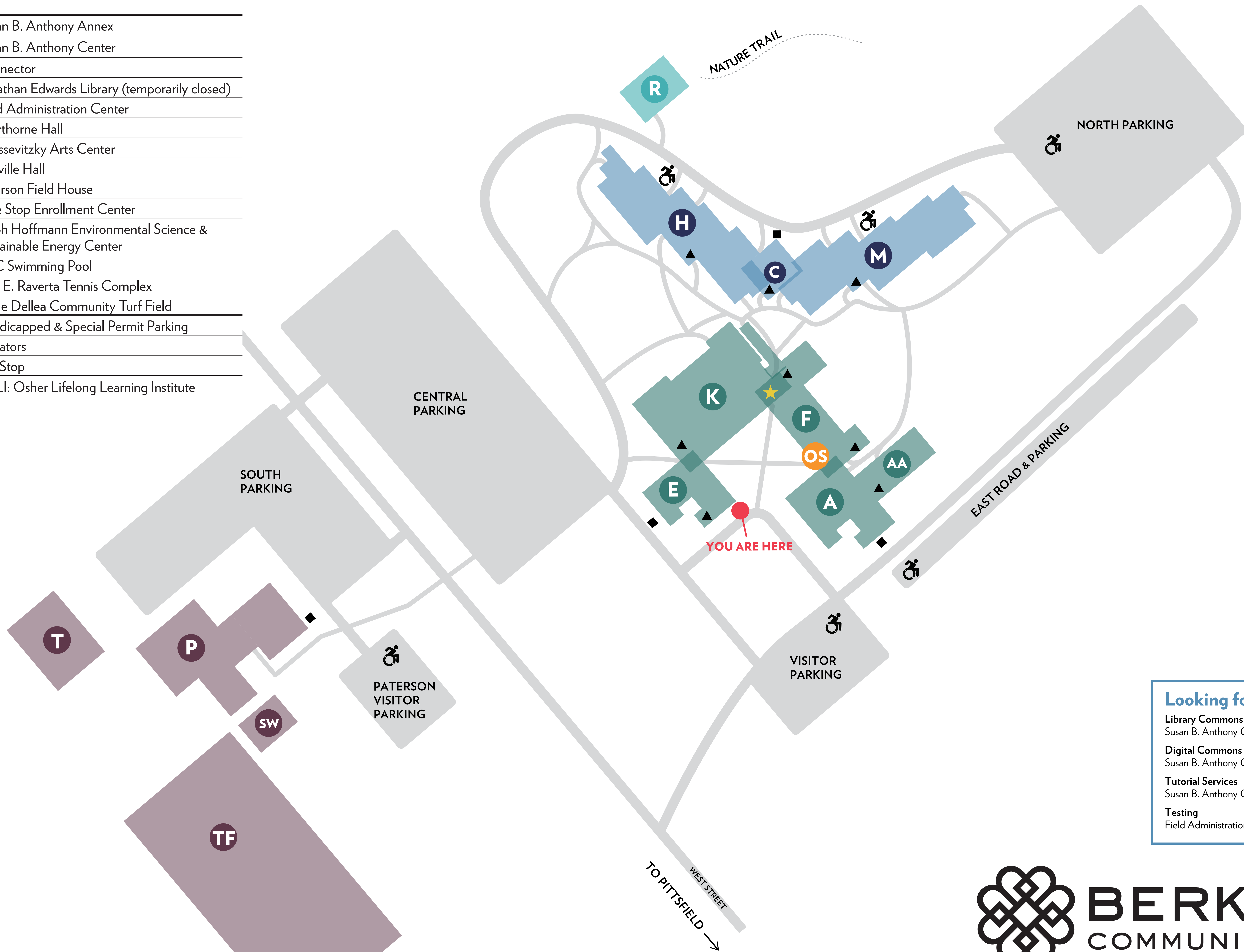
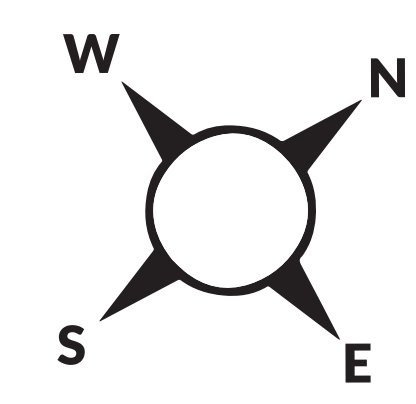
Security Guard / Officer Services
 Non-Typical Weekly Schedule (Day and Evening Classes Not in Session)

Shift	Detail	Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Hours
1st	# Required	7am - 3pm	1	1	1	1	1	1	1	56
2nd	# Required	3pm - 11pm	1	1	1	1	1	1	1	56
3rd	# Required	11pm - 7am	1	1	1	1	1	1	1	56

Grand Total Weekly Hours: 168

Notes:
 A. During the last week in December and the first three weeks in January, (4 weeks total). (Est. December 23 to MLK day)
 B. One week during spring semester break
 C. The last Friday of spring finals week through the Friday before the beginning of the fall semester. D.
 Twelve state holidays, (see list in Contract).
 E. Day after Thanksgiving

AA	Susan B. Anthony Annex
A	Susan B. Anthony Center
C	Connector
E	Jonathan Edwards Library (temporarily closed)
F	Field Administration Center
H	Hawthorne Hall
K	Koussevitzky Arts Center
M	Melville Hall
P	Paterson Field House
OS	One Stop Enrollment Center
R	Ralph Hoffmann Environmental Science & Sustainable Energy Center
SW	BCC Swimming Pool
T	Paul E. Raverta Tennis Complex
TF	Gene Dellea Community Turf Field
	Handicapped & Special Permit Parking
	Elevators
	Bus Stop
	OLLII: Osher Lifelong Learning Institute



Looking for Library Resources?

Library Commons
Susan B. Anthony Center (A), ground floor

Digital Commons
Susan B. Anthony Center (A), ground floor

Tutorial Services
Susan B. Anthony Center (A), Room 123, second floor

Testing
Field Administration Center (F), F201, second floor



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing 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.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.