



HARFORD
COMMUNITY COLLEGE
DEPARTMENT FOR PROCUREMENT

SOLICITATION NUMBER AND TITLE:	RFP 24P-002: SECURITY SERVICES
PRE-PROPOSAL MEETING:	HIGHLY SUGGESTED November 17, 2023 1:00 PM LOCAL TIME Harford Community College - Library (rm L114)
QUESTIONS DUE	November 27, 2023 2:00 PM LOCAL TIME Questions must be received by the date and time noted above via email to: Christine Carpenter at ccarpenter@harford.edu
SOLICITATION DUE DATE AND TIME	December 14, 2023 2:00 PM LOCAL TIME
DELIVERY LOCATION OF SUBMITTAL:	HARFORD COMMUNITY COLLEGE PROCUREMENT OFFICE 401 THOMAS RUN ROAD, BEL AIR, MD 21015 CONOWINGO BUILDING STE 105
SHORTLIST INTERVIEWS	January/February 2024
BONDING REQUIREMENTS:	Performance Bond (\$100,000.00)
INSURANCE REQUIREMENTS:	Services with Third Party Crime
SOLICITATION DOCUMENTS:	https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp

Harford Community College encourages small and minority businesses to respond to and participate in solicitation opportunities.

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GENERAL TERMS AND CONDITIONS
(For ALL Harford Community College purchases)

G1) COMPLETE AGREEMENT

These terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and Vendor with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Vendor's quotation is referred to, such quotation is incorporated in this document only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms herein.

G2) TERMS OF DELIVERY

Delivery terms shall be FOB Destination unless otherwise stated. All prices shall include delivery. Delivery shall be made in accordance with the solicitation specifications. The College, in its sole discretion, may extend the time of delivery for excusable delays due to unforeseeable causes beyond the Vendor's control. The College unilaterally may order in writing the suspension, delay, or interruption of delivery hereunder. No charge will be allowed for cartage unless prior written agreement. All deliveries must be prepaid and delivered to Harford Community College, Conowingo Building, 401 Thomas Run Road, Bel Air, MD 21015-1627. NO COD SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

G3) PACKAGING

All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices affixed or included with each shipment. No charges may be made over and above an offered price for packaging or for deposits on containers unless specified prior to offer acceptance.

G4) TIME IS OF THE ESSENCE

Time is of the essence in the performance of this agreement. If goods are not delivered or service performed within the time specified herein, or if no time is specified then within a reasonable time, or if any goods or services fail to comply with specifications, the College shall have the right to purchase the goods and services on the open market, and Vendor shall be liable to the College for any excess cost of replacement goods or services over the price shown on this purchase order.

G5) QUANTITIES

The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and may be returned at Vendor's expense.

G6) ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail. The College may reject a submittal as non-responsive if the unit prices are mathematically or materially unbalanced.

G7) TERMS OF PAYMENT

Unless a payment is unauthorized, deferred, or delayed, payments to the Vendor pursuant to this Contract shall be made no later than 30 days after the College's receipt of a true and correct invoice from the Vendor.

G8) ELECTRONIC TRANSMISSION

Any purchase order, contract, contract amendment or official documents is transmitted by electronic means, such transmission shall have the legal significance of a duly executed original.

G9) INVOICES

Invoices and statements should be emailed to accountspayable@harford.edu. The purchase order number should be included on the invoice. Failure to do so will result in delayed payment. Invoices can be mailed to Harford Community College, Attn: Accounts Payable 401 Thomas Run Road, Bel Air, MD 21015 Invoices sent by USPS will delay processing of payment.

G10) TAX EXEMPTION

The College is exempt from Federal Excise and Maryland Sales and Use Tax. Exemption certificates are available upon request. Where a Vendor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Vendor shall pay the Maryland Sales Tax as the exemption does not apply.

G11) INSPECTION AND NON-CONFORMING GOODS

All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Vendor's instructions at Vendor's risk and expenses and, if Vendor directs, will be returned at Vendor's expense. If the Vendor fails to cure any defects within ten (10) business days, the College reserves the right to repurchase the items elsewhere and the Vendor shall be liable for any excess price paid for the replacement item, plus applicable expenses. Payment for goods or services furnished or performed by Vendor shall not constitute acceptance by the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Vendor. The College reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. All goods are fit for the purpose for which they were sold. U.C.C. as adopted by state law, concerning warranties applies to this purchase order.

G12) WARRANTY

The Vendor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Vendor further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Vendor's expense.

G13) INTELLECTUAL PROPERTY

Vendor guarantees that the sale and/or use of the goods and services offered will not infringe upon any U.S. or foreign patent, trademark or copyright. Vendor will, at their own expense, indemnify, protect and save harmless the College, its Trustees, employees, agents and students with respect to

any claim, action, cost or judgment for intellectual property infringement, arising out of the purchase or use of these materials, supplies, equipment or services covered by this contract.

G14) HAZARDOUS AND TOXIC SUBSTANCES

Vendor must comply with all applicable Federal, State, County and local laws, ordinances and regulations relating to hazardous and toxic substances including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances. Pursuant to Occupational Safety and Health Act (OSHA) 29 CFR 1910, where applicable, SDS for the products supplied or used as a result of this contract must be sent to the attention of Coordinator for Campus Operations, Harford Community College, 401 Thomas Run Rd., Bel Air, MD 21015-1627. SDS must identify the contract number under which the products were supplied or used. The successful contractor shall submit Safety Data Sheets on any item requested by the procurement manager or other College official.

G15) MINIMUM SAFETY REQUIREMENTS

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Vendor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and owners' facility rules and regulations. The Vendor shall submit to owner, a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. The Vendor shall effectively execute the program elements and maintain the job site in a safe and healthful matter. The Vendor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. The Vendor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection. All injuries, illnesses, and work-related incidents should be reported to the College immediately but, in no event, later than the next business day after the incident. The Vendor shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident. The College reserves the right to audit the Vendor safety and health related records and statistical information at any time.

G16) INSURANCE

The Vendor shall maintain such insurance as will indemnify and hold harmless the College for property damage and personal injury, including death, which may arise from the Vendor's or subcontractor's operations under this agreement, or by anyone directly or indirectly employed by the Vendor or subcontractor. The Vendor shall maintain, at a minimum, general liability, worker's compensation, and automobile liability insurance in amounts acceptable to the College. A waiver of Subrogation in favor of Harford Community College is required for Worker's Compensation and General Liability. Coverages and coverage amounts are dependent on solicitation requirements. Insurance coverages and required amounts will be specified in the solicitation documents. Prior to beginning work, the Vendor shall send a certificate of insurance to the College's Procurement Department, and the College shall be named as additional insured on the insurance certificate and all applicable policies.

G17) INDEMNIFICATION

The Vendor shall indemnify, defend, and hold harmless Harford County, Maryland, Harford Community College, the Board of Trustees of Harford Community College, the Harford Community College Foundation and their respective trustees, officials, officers, directors, employees, agents,

contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees. The College is subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the College is free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

G18) DELAYS; FORCE MAJEURE

In no event shall the College be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; riots; hostile foreign action; government action; nuclear incidents or explosions; acts of God; natural disasters, such as hurricanes, tornados, earthquakes, typhoons, floods, fires or other catastrophic natural event; epidemics or pandemics; interruptions, loss or malfunctions of utilities, communications, transportation or computer (software and hardware) services; or any other act or failure to act by the other party or such other party's employees, agents, or contractors. The Vendor shall be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance may be extended for a period equal to the time lost by reason of such delay, on written approval of the Director of Procurement. An equitable financial adjustment may be negotiated between parties for any period of nonperformance.

G19) CHANGES

The College retains the unilateral right to order in writing, changes in the work within the scope of the contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the Vendor by the College's Procurement Department, incorporating such change and agreeing to the rate increment or revised service. If any changes cause an increase or decrease to the Vendor's cost of, or change in the time required for performance, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. No claim by the Vendor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

G20) DISPUTES

Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Harford Community College or designee. Pending final decision of the dispute, the Vendor shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.

G21) ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation

Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules

G22) SUSPENSION OF WORK

The College, unilaterally, may order the Vendor, in writing, to suspend, delay, or interrupt all or any part of the contract for such period of time as he may determine to be appropriate for the convenience of the College.

G23) TERMINATION FOR CONVENIENCE

The College may terminate all or any part of the purchase order, contract, or these terms and conditions for any reason at the College's convenience upon thirty (30) calendar day's written notice to the Vendor. The College will pay all reasonable costs associated with this contract for satisfactory work completed prior to termination and any reasonable costs associated with termination. Upon such termination Vendor agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination. The College shall have no liability whatsoever for goods which are Vendor's standard stock.

G24) TERMINATION FOR DEFAULT

If the Vendor has not performed, or has performed unsatisfactorily, or failed to provide acceptable form of current Certificate of Insurance, or acceptable form of bond (if required), the College may terminate the contract by written notice to the vendor. Written notice shall specify the act(s) or omission(s) of vendor to cause termination. The College shall pay for satisfactory performance for work completed prior to notice of termination, minus cost of any damage caused by Vendor's breach. If the cost of Vendor's damages exceeds any final compensation due, the Vendor will remain liable and the College may collect costs owed to it. Failure on the part of the Vendor to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Vendor is not entitled to recover any costs incurred by the Vendor up to the date of termination.

G25) TERMINATION FOR NON-APPROPRIATION

Harford Community College is a public institution of higher education and its budget is subject to funding by governmental entities. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Vendor may not recover anticipatory profits or costs incurred after termination. The effect of termination of the Contract hereunder will be to discharge both the Vendor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Vendor may not recover anticipatory profits or costs incurred after termination

G26) TERMINATION FOR INSOLVENCY

If the College has reasonable cause to believe the Vendor is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Vendor, then, at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Vendor. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.

G27) NON-COLLUSION

Vendor certifies that it has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of bid or offer being submitted herewith. Vendor also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Vendor or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

G28) VENDOR SUSPENSION OR DEBARMENT

The Vendor certifies that it is not suspended or debarred from participating in any State of Maryland or Federal contract awards.

G29) INDEPENDENT CONTRACTOR

The Vendor agrees and understands that the services performed are done so as an Independent Contractor and not as an employee of the College and that the Vendor acquires none of the rights, privileges, powers or advantages of College employees. The Vendor is required to pay Federal and State taxes. The College shall not be responsible for withholding taxes with respect to the Vendor's compensation. The Vendor shall have no claim against the College for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

G30) NON-HIRING OF EMPLOYEES

No employees of the College, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Vendor or subcontractor on this contract.

G31) BACKGROUND INVESTIGATIONS FOR VENDORS

As a condition of award of this contract, all Vendors and subcontractors who will be working (this includes attending meetings) on the College campus or any other site leased, owned or used by the College, may be required to provide proof of a successful background check upon award of the Contract. This includes, but is not limited to, verification of credentials, criminal history, and driving records (as appropriate). The College reserves the right to request documentation from the successful Vendor and subcontractor for proof of their ability to work in the United States.

G32) NON-DISCRIMINATION

The Vendor agrees:

a) not to discriminate in any manner against an employee or applicant for employment due to age, race, color, religion, sex, creed, national origin, marital status, ancestry, gender, genetic information, physical or mental handicap unrelated in nature and extent so as reasonably preclude the performance of such employment, status as an individual with a disability, veteran, sexual orientation, or any other status as protected by law; and

b) to inform and instruct its employees that all forms of sex discrimination, sexual harassment and sexual misconduct are expressly prohibited, that employees who have been or are being subjected to sex discrimination, sexual harassment or sexual misconduct or who are aware of another who has been or is being subjected to such actions shall immediately notify Vendor's management, that retaliation for reporting any such conduct is expressly prohibited and that the Vendor will take timely and appropriate action against any of its employees who commit such prohibited acts; and

Exhibit c) above the provisions (a) and (b) above apply in any subcontract for standard commercial supplies or raw materials; and

d) to post and to cause subcontractor to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

Failure to comply with the terms of this section shall be considered just cause under Termination for Default

G33) COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Vendor warrants that both the Vendor and/or any subcontractor of the Vendor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986, as amended from time to time (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. Vendor agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages, or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Vendor's or any subcontractor of the Vendor's noncompliance with "IRCA." Vendor agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Vendor with "IRCA". Vendor recognizes that it is the Vendor's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

G34) AFFIRMATIVE ACTION NOTICE

Vendor is notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. All vendors and subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

G35) POLITICAL CONTRIBUTION DISCLOSURE

Vendor shall comply with §§14-101-14-109, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person or business receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

G36) FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State or a state unit and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

G37) REGISTRATION

Per the Annotated Code of Maryland, Corporations and Associations Article, all businesses formed in Maryland must be registered with the State Department of Assessments and Taxation.

G38) FOREIGN BUSINESS REGISTRATION

Pursuant to §7-202 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, before doing any interstate or foreign business in this State.

G39) ASSURANCE OF NON-CONVICTION OF BRIBERY

The Vendor hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any college, any state, or the Federal Government.

G40) MARYLAND PUBLIC INFORMATION ACT

The Vendor recognizes that the College is subject to the Maryland Public Information Act of Title 4 of the General Provisions Article of the Annotated Code of Maryland. Vendor agrees that it will provide any justification as to why any material, whole or in part, is deemed to confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed.

G41) AUDIT

The Vendor shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Vendor and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

G42) RECORD RETENTION

The Vendor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the College hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the College at all reasonable times.

G43) COMPLIANCE WITH LAWS

The Vendor agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time. The Vendor shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations.

G44) MARYLAND LAW

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

G45) VENDOR'S PRESENCE ON CAMPUS

The Vendor or Vendor's subcontractor will be required to have proper identification showing Vendor's or subcontractor's name and technician name at all times while on campus. The Vendor agrees that all employees whose duties bring them upon the College's premises shall abide by its rules, regulations and the reasonable directions of its officers in enforcing rules, regulations and in internal security and theft control. The College shall have no responsibility for loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies and other personal property of vendor or its employees, subcontractors, or materialmen. Vendor's employees shall have the right to use only those College facilities necessary to the performance of the contract. Such employees shall comply with the College's policy of: **No Tobacco Use of Any Kind on Campus including private vehicles.**

G46) NDAA COMPLIANCE

If this contract involves the purchase of telecommunication equipment or services, the Vendor represents and warrants that it is compliant with the John S. McCain National Defense Authorization Act ("NDAA") for Fiscal Year (FY) 2019 (Pub. L. 115-232) and the interim rule amending the Federal Acquisition Regulation to implement Section 889 of NDAA. The Vendor represents and warrants that it will not provide covered telecommunications equipment or services, as defined by NDAA, to the College in the performance of any contract, subcontract or other contractual instrument resulting from this agreement. After conducting a reasonable inquiry, the Vendor represents and warrants that it does not use covered telecommunications equipment or services, as defined by NDAA, or use any equipment, system, or service that uses covered telecommunications equipment or services.

G47) CONFIDENTIAL AND SENSITIVE INFORMATION

All Vendors that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the College's identity theft prevention policies and procedures. In the event that the service provider becomes aware of a red flag or data incident, the service provider is required to report the incident to their point of contact at the College. All Vendors that process, store or transport CSI provided by the college are required to give the College sufficient documentation to assess the provider's data security risk

G48) ASSIGNMENT

The Vendor shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Any attempted assignment without said consent shall be void and of no effect. Assignment of Accounts Receivables may be made only upon written notice furnished to the College

G49) SUBCONTRACTORS

Vendors are solely responsible for the performance of their subcontractors. Subcontractors, if any, shall be identified and a complete description of their role relative to the Vendor and their performance shall be stated. The College reserves the right to reject any subcontractor. Nothing contained in these documents shall create any contractual relationship between any subcontractor and the College. Prior to receiving the final payment of a project, the Vendor shall certify in writing that payments to subcontractors have been made from the proceeds of prior payments, and that from the Vendor shall make final payment to its subcontractor(s) and suppliers in a timely manner in accordance with its contractual relationship with them.

G50) PUBLICITY

The Vendor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College, obtained in advance.

G51) RESERVATIONS

The College reserves the right to accept or reject any and all submittals in whole or in part, received as a result of any solicitation; to waive minor technicalities, or to negotiate with any or all responsible Vendors, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.

The College reserves the right to reject the submittal of a Vendor who, investigation shows, is not currently in a position to perform the contract, or who has previously failed to perform contracts of similar nature in a proper and timely manner.

The College reserves the right to make such investigation as it deems necessary to determine the ability of the Vendor to provide the required services, and the Vendor shall furnish to the College all such information for this purpose as they may request. Should such investigation or evidence fail to satisfy the College that the Vendor is fully qualified to execute and complete the contract, the submittal may be rejected.

The College reserves the right to increase or decrease the quantities for which it is soliciting offers hereunder.

G52) SEVERABILITY

If any term or condition of this contract is held invalid by any court, such invalidity shall not affect the validity of other terms and conditions of this contract.

G53) PERFORMANCE BOND

Prior to contract execution, the successful Contractor shall deliver to the College a Performance Bond in the amount of \$100,000.00, covering faithful performance of the contract. Should additional work be added to the Contract arising from this bid, the College may, at its discretion, ask for and the Contractor shall provide, additional bonding covering both the additional work and guarantee thereon. In the event of contract termination for cause as provided for in the **General Terms and Conditions**, the College shall immediately serve notice upon the Contractor and the Surety, and the Surety shall have the right to assume and perform the contract. Should the Surety fail to commence performance thereof within ten (10) calendar days of such notice, the College shall have the right to take over and complete the contract, and the Contractor and the Surety shall be liable for any excess costs incurred thereby.

HARFORD COMMUNITY COLLEGE
FORMAL SOLICITATION (RFP/IFB/RFQ)
TERMS AND CONDITIONS

Formal Solicitation Terms and Conditions are in addition to the General Terms and Conditions

FS1) SOLICITATION ADVERTISEMENT AND SOLICITATION DOCUMENTS

Harford Community College solicitations are posted on the eMaryland Marketplace Advantage website, www.procurement.maryland.gov, for public notification only.

The Harford Community College's Procurement Bid Board is the only official repository of solicitation documents and any addenda, if posted. It is incumbent on Vendors to monitor Harford Community College's Procurement Bid Board to ensure that they have received the correct information, complete documents and any addenda. The College assumes no responsibility for verbal communications. Failure to monitor Harford Community College's Procurement Bid Board may result in a non-receipt of important information prior to the due date which may result in the rejection of a submittal.

Harford Community College's Procurement Bid Board may be accessed [here](#) or via the following link: <https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp>.

FS2) ADDENDA

Should any vendor find discrepancy in the solicitation documents, or should the vendor be in doubt as to their meaning or intent of any part thereof, the vendor must, prior to questions due date and time, request clarification from the Director of Procurement in writing, who will clarify via a posted addendum on the Harford Community College Procurement Bid Board. All posted addenda shall form a part of the contract. The College will assume no responsibility for oral communications. Posted addenda must be acknowledged in the appropriate area of the solicitation submittal. Failure to acknowledge posted addenda may render the submittal as non-responsive.

FS3) FORM OF SUBMITTAL

Each submittal must be tendered in a securely sealed envelope, prominently marked with the solicitation number and title, the due date and time, and the name of the vendor. Required submittal documents must be completed in ink and signed by a person authorized to bind the vendor to a contract, if offered. Only original wet signatures or digitally certified electronic signatures will be accepted. Solicitation responses via email or facsimile shall not be accepted. When pricing is requested in both words and figures, the sum written in words shall govern in the case of any discrepancy. The College shall not pay any expenses incurred in the preparation or submission of any solicitation response. The College reserves the right to consider informal any bid not prepared in accordance with instructions. Conditional or qualified submittals may be rejected.

FS4) CANCELLATION

The College may cancel or withdraw any solicitation, in whole or in part, at any time.

FS5) LATE SUBMITTALS

Submittals are due according to solicitation requirements. Submittals received after the specified due date and time will not be accepted.

FS6) SPECIFICATIONS / ALTERNATES COMPLIANCE

The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as hereinafter described. Failure to

request clarification(s) by the questions due date and time is a waiver to any claim by the Vendor for expense made necessary by reason of later interpretation of the contract documents. Alternate(s) may be offered by the Vendor in their submittal, however, the College reserves the right to reject any alternate (s) and require the specifications to be adhered to as indicated in the specifications.

FS7) VALIDITY

Submittals must be valid for a period of ninety (90) calendar days following the due date. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the College and the vendor.

FS8) WITHDRAWAL

Submittals may be withdrawn by the vendor at any time prior to the due date and time for the solicitation. Request for withdrawal must be made in writing to the College's Procurement Department.

FS9) ERRORS IN SUBMITTAL

Vendors are expected to fully acquaint themselves with all governing laws and ordinances, and inform themselves as to the instructions, terms and conditions, specifications, and other requirements before responding to a solicitation. Failure to do so will be at the Vendor's own risk; relief cannot be secured on plea of error.

FS10) SOLICITATION DUE DATE

a) For Invitation for Bids (IFB): Each bid shall be submitted to the Procurement Department at the place specified herein, on or before the day and hour fixed for its receipt or opening. Bids received prior to that time will be securely kept unopened. No responsibility will attach to the College or its representative(s) for premature opening of any bid not secured and addressed as specified above. The Director for Procurement will determine when the hour fixed for opening has arrived. At the time specified in the IFB document, Bids will be publicly opened and read aloud. No bid received thereafter will be considered. At the public bid opening, no determination of responsiveness or responsibility will be made.

b) For Request for Proposals: Each Proposal submitted shall be securely held until the date and time for the RFP closing. The Director for Procurement shall determine when the time for closing has arrived. No proposals shall be accepted after that time. There will be no public viewing of submitted proposals until after a contract is awarded, subject to Maryland Public Information Act requirements.

FS11) PRESENTATIONS

Vendors who respond to College solicitations may be required to make presentations to College representatives, at no expense to the College.

FS12) BASIS FOR AWARD

Award may be made to the lowest responsive and responsible vendor(s). In addition to price, consideration will be given to the following when determining the lowest responsive and responsible vendor(s): what is in the best interest of the College; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.

FS13) MULTIPLE AWARD

The College reserves the right to offer contracts to one or multiple vendors. Selected vendor(s) shall be responsible for all products and services required by the solicitation.

F14) CHANGES

Contract(s) arising from this solicitation shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to the Contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the vendor by the College's Procurement Office, incorporating such change and agreeing to the rate increment or revised service.

FS15) RECIPROCITY

The College is committed to support local businesses when practicable. If a vendor's jurisdiction applies a preference that favors a resident business over a non-resident business, the College may apply a reciprocal preference against the non-resident bidder or offeror in the evaluation of that procurement.

FS16) COOPERATIVE PURCHASING

The College reserves the right to extend the terms and conditions of this solicitation to any federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to parochial institutions, special districts, intermediate units, non-profit agencies providing services on behalf of the government, and/or state, community and/or private colleges/universities, and other schools that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to requirements which may be appended thereto. The vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, if requested. A copy of the contract pricing and bid requirements incorporated in the resulting contract will be supplied to the requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the vendor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted directly to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the vendor. Harford Community College does not assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

FS17) ACCEPTANCE

The act of submitting a proposal shall be considered as meaning that the Contractor has so familiarized himself; therefore, the College will grant no concession in response to any claim of misunderstanding or lack of information. The College reserves the right to accept or reject, in whole or in part, any and all proposals received in response to this RFP; to waive informalities or to negotiate, in any manner necessary, with all responsible Contractors to serve the best interests of the College.

FS18) CANCELLATION

The College may cancel this RFP, in whole or in part, at any time before the submission deadline.

FS19) FORM OF PROPOSAL

Proposals submitted must include all forms provided for the purpose and supplied with this RFP. Contractors taking exception to any part of this RFP should so indicate on the face of their proposals. Conditional or qualified proposals may be rejected in whole or in part.

FS 2019-01
PUBLIC INFORMATION ACT NOTICE

Contractors should give specific attention to identification of portions of their proposals deemed to be confidential, proprietary information, or trade secrets and provide justification of why, upon request, such materials should not be disclosed by the College under the Maryland Public Information Act of the Annotated Code of Maryland. Contractors shall label all information of this type as “Confidential”, with the understanding, the College will determine if the information should be considered as confidential.

INSURANCE COVERAGE REQUIREMENTS

Prior to contract execution and during the progress of the work, the Contractor shall provide and maintain the insurance set forth below.

<u>Type of Coverage</u>	<u>Limits</u>
Workers' Compensation and Employer's Liability	\$1,000,000 per accident \$1,000,000 disease each employee \$1,000,000 disease policy limit
General Liability (including bodily injury, property damage, personal and advertising injury, contractual, premises, ongoing operations, products completed operations liability)	\$1,000,000 each occurrence \$1,000,000 personal & advertising injury \$2,000,000 general aggregate per project \$2,000,000 products & completed operations aggregate and \$3,000,000 general aggregate for contracts with high-risk features.
Business Automobile Liability (covering owned, hired, and non-owned vehicles)	\$1,000,000 combined single limit \$3,000,000 per accident for contracts that involve heavy equipment
Umbrella Excess Liability (following form of Primary General Liability, Auto Liability And Employers Liability)	\$1,000,000 each occurrence \$1,000,000 aggregate \$5,000,000 for contracts with high risk features
Employment Practices Liability (First- and Third-Party coverage required)	\$1,000,000 each occurrence/aggregate
Security Guard Professional Liability (policy shall not contain an exclusion For claims arising out of Assault and Battery)	\$1,000,000 each occurrence/ aggregate
Cyber Liability (First- and Third-Party coverage required)	\$1,000,000 each occurrence/aggregate
Third (3 rd) Party Crime (dishonest acts of Contractor's employees, which results in a loss to the College)	\$250,000 per occurrence

INSURANCE REQUIREMENTS

A. Harford Community College and its elected or appointed officials, related entities, and employees shall be named as Additional Insureds with respects to General Liability (for both Ongoing and Completed Operations), Auto Liability, Pollution Liability, and Umbrella Liability policies, all of which must be primary and noncontributory with respect to the additional insureds. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Pollution, Excess or Umbrella, and Workers Compensation policies in favor of additional insureds.

B. Failure to provide, and to continue in force for the life of the contract, the required insurance shall be deemed a material breach of contract. Furnishing of the insurance required herein shall not relieve the Contractor of any responsibilities or obligations assumed under the Contract, or for which the Contractor may be liable by law or otherwise.

C. Insurance coverage will be evidenced by Certificate of Insurance issued directly to the College and provide thirty (30) days written notice of cancellation or material change in coverage.

D. It shall be permissible for required liability limits to be met by combination of one or more policies.

E. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors. Coverages to be included: Broad form property damage, including products and completed operations, independent contractors, and contractual liability coverages previously purchased separately. Damages not to be excluded: Such insurance shall contain no exclusions applying to operations by the Contractor or Subcontractor in the performance of the Contract pertaining to: (1) Collapse of, or structural injury to, any building or structure; (2) Damage to underground property; or (3) Damage arising out of blasting or explosion.

F. Any property or work to be provided by the Contractor will remain at the Contractor's risk until final written acceptance by the College. The Contractor will replace, at his expense, all property or work lost, damaged, or destroyed by any cause whatsoever.

G. Contractor shall obtain insurance in the specified minimum coverages and for himself and his subcontractor in connection with providing goods and services under this Contract.

H. The Contractor hereby agrees to indemnify and hold harmless Harford County, Maryland, Harford Community College, the Harford Community College Foundation and their respective trustees, officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses, including courts costs and attorneys' fees, that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees. The College is subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the College is free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

I. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like

form and amount, and to include Harford Community College and its elected or appointed officials, related entities and employees to be additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of Workers' Compensation, to any coverage or self-insurance program available to the College and shall include waiver of each insurer's rights of subrogation in favor of the College.

J. It is understood that the coverages stated are minimums only. Contractors or Subcontractors may, at their own cost and expense, obtain insurance additional to that required by the College under this Contract.

K. All required insurance, with the exception of Workers' Compensation, shall be primary and non-contributory to any coverage or self-insurance program available to the College, and shall include waiver of each insurer's rights of subrogation in favor of the College.

L. The Contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.

M. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor, shall be required at any time to pay any sum because any employee of Contractor or its Subcontractor is or shall be considered as the employee of the College as provided in such Workers' Compensation laws, the Contractor shall repay to the College such sums paid by the College.

N. Evidence satisfactory to the College that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.

1. **Background:**

Harford Community College is a two-year public community college located on a 350-acre campus, thirty miles North of Baltimore and seven miles West of the U.S. Army Aberdeen Proving Ground. The College serves approximately 6,000 full and part-time students and 500 full-time faculty and staff, supporting both instructional and administrative activities.

2. **Scope:**

It is the intent of the College to contract with a reliable contractor who shall provide security services for the College’s main campus, Towson University NE and the Amoss Center Theater. The security services shall be interactive and interpersonal with the campus population, user friendly, proactive at safety awareness, good at verbal de-escalation, and being involved in safety education events on campus. The selected Contractor shall have the capability of providing value added security solutions. The security service shall affect reasonable protection to personnel, property, buildings, and equipment against injury, molestation, loss or damage from preventable cause, including but not limited to fire, structure or equipment failure, theft, vandalism, trespass or other violations of law or regulations.

3. **Anticipated RFP timeline:**

RFP Posted	November 2, 2023	
Pre-Proposal Meeting (see item #4)	November 17, 2023	1:00 PM local time
Questions Due	November 27, 2023	2:00 PM local time
Addendum Posted	December 1, 2023	
RFP Closing/ Date due	December 14, 2023	2:00 PM local time
Technical Evaluations	December 20, 2023-January 20, 2024	
Committee Scoring meeting	January 23, 2024	
Finalist negotiation (if required)	January 27-February 2, 2024	
Contract presentation to Finance and Audit	February 27, 2024	
Contract presentation to Board of Trustees	March 12, 2024	

4. **Preproposal meeting**

A pre-proposal meeting will be held on **November 17, 2023 at 1:00 PM**. Proposers shall meet in the Campus Library, room L114, with a site visit immediately following. A Campus Map is provided (Page 33 RFP Document).

5. **Contract Period:**

- A. The initial contract will period will begin July 1, 2024 through June 30, 2025. The College reserves to itself the right to renew the contract for up to four (4) additional one-year periods based on satisfactory performance and exercisable at the sole discretion of the College.
- B. Escalation requests, on the total billing rate, must be in writing no fewer than sixty (60) calendar days prior to the end of the then current contract year and negotiable annually thereafter. Base Wage Rates shall increase accordingly from any approved escalation requests. Escalation requests shall be based on and the current CPI-U (All Urban Consumers). No request will be accepted above five percent (5%) annually.
- C. The College shall provide written notice of its intent to exercise its renewal option no fewer than thirty (30) calendar days prior to the anniversary date of the contract.

6. **Sites to be serviced:**

Main Campus	Amoss Center	Towson University NE
401 Thomas Run Rd.	200 Thomas Run Rd.	510 Thomas Run Rd.
Bel Air, MD 21015	Bel Air, MD 21015	Bel Air, MD 21015

7. Qualifications of Contractor

- A. Contractor with a proven record of at least five (5) years' experience in providing security services.
- B. The Contractor shall have an office able to provide additional security assistance within an hour travel time to the campus.
- C. The Contractor shall be licensed with the Maryland State Police to perform security services in Harford County and the State of Maryland.
- D. The Contractor shall have surge capability for unusual, unexpected, infrequent, or emergency events, as well as planned surges.
- E. The Contractor shall ensure that all guards working under this contract have obtained a Security Guard Certification through the Maryland State Police. The Contractor shall be responsible for all application cost and any related fees.
- F. The Contractor shall provide competent personnel and management.
- G. Contractor shall cooperate and coordinate, at all times, with the College's Public Safety Department in enforcing regulations and in internal security and theft control.

8. Contractor's Employees

- A. All employees assigned to this contract are preferred to be a minimum of twenty-one (21) years of age with the exception of those retained from current contractor and students of Harford Community College or Towson University North Eastern Maryland (TUNE). Requests for age exceptions are at the approval of the College's Director for Public Safety.
- B. Employees shall have undergone a thorough criminal background check, at the Contractor's expense and prior to hire, including but not limited to, fingerprint check, criminal records check, sex offender registration records check, military dishonorable discharge, and drug screening.
- C. Employees shall be current Security Guard Certification from the Maryland State Police.
- D. Employees shall be able to perform the responsibilities of a Security Guard.
- E. Employees shall have good written and oral communication skills.
- F. Employees shall have good interpersonal skills and be able to diffuse volatile situations/ confrontations.
- G. Employees shall be of sufficient physical fitness to walk and ride (bicycle) the campus for an eight (8) hour period with reasonable breaks and be able to walk up and down at least three (3) flights of stairs quickly.
- H. Employees shall operate a vehicle safely and in a prudent manner.
- I. Employees shall possess a current American Red Cross Adult First Aid/CPR/AED CPR or equivalent certification, trained on "Stop the Bleed", and trained by the Health Department to administer Naloxone. Harford Community College may provide officers with this training at the company's expense. If the College does not offer the training, employees shall register in the next available program offered within fifty (50) miles of the college at the Contractor's expense to include employee's wages and expense.
- J. Employees shall maintain respect for students, employees, and visitors, and must conduct themselves with a high level of professionalism and maintain a businesslike demeanor at all times.

- K. Employees shall maintain a clean neat appearance and have good personal hygiene.
- L. Employees shall NOT carry weapons of any kind including mace, pepper spray, night sticks or handcuffs.
- J. Employees shall at no time use foul or obscene language.
- K. Employees shall comply with the College's "no tobacco use" policy.
- L. Employees shall wear an identification card while on duty which includes a clear and recent "head shot" photograph of the employee and the employee's first and last name.

9. Uniforms

- A. All officers assigned to the College shall wear a company issued uniform while on duty. The uniform must be kept clean, pressed and in good condition.
 - 1. The Contractor shall provide at least three (3) sets of 'regular' uniforms to each full-time employee and two (2) sets of uniforms to each part-time employee to include appropriate, professional footwear.
 - 2. The Contractor shall provide each of employees a duty belt to enable officers to carry a College provided radio, Naloxone and any other required equipment.
- B. The style of the uniform and the footwear worn shall be agreed upon by the College and the Contractor.
- C. The uniform shall bear the company name or logo in a style jointly determined by the College and the Contractor.

10. Supervisor Duties and Work Schedule

- A. The working supervisor, with a higher level of responsibility than the guards, shall ensure that all normal shifts and special events are scheduled as requested by the Director for Public Safety or College Department of Public Safety Supervisor, maintain time entries for employees, respond to incidents on an on-call basis, ensure completion and processing of all reports on security incidents that occur at any of the sites, and serve as the primary liaison between the Contractor and the Director of Public Safety or designee.
- B. A working supervisor is primarily assigned to work day-time shift, 6:00AM – 2:00 PM, Monday through Friday at the Main Campus. With sufficient notice, the Director for Public Safety may adjust the supervisor’s schedule in order to provide supervision of their officers.

SUPERVISOR	6AM - 2PM
Mon	1
Tue	1
Wed	1
Thurs	1
Fri	1
Total Shifts	5
Hours	40

11. Security Guard Work Schedule

- A. Security Guard coverage at the Main Campus shall be provided 24 hours a day, 365 days a year based on typical schedule of 0600-1400, 1400-2200, 2200-0600. This schedule is subject to change based on the needs of the Campus community and the Department of Public Safety. The Contractor will be expected to adjust the schedules of employees to meet those needs.
- B. In addition to the working supervisor, the Contractor is expected to provide Security Guards for approximately twenty-five (25), eight (8) hour shifts per week. A typical Security Guard work week consists of the following contract security guard shifts:

Day	6AM - 2PM	2PM - 10PM	1PM-6AM	Total
Mon	2	1	1	4
Tue	3	1	1	5
Wed	3	1	1	5
Thurs	2	1	1	4
Fri	1	1	1	3
Sat	2	2	1	5
Sun	2	2	1	5
Week Totals	15	9	7	31
Hours	120	72	56	248

- C. During college weather closures and scheduled breaks, staffing may be reduced to as little as one person per shift.
- D. Additional security coverage may be required on an as-needed basis during semester startups and other special events. Typical staffing enhancements can be predicted; emergency enhancements are unpredictable. For predicted events, the College will normally give a minimum of five (5) working days' notice for staffing enhancements to be billed at the straight time billing rate for Security Guard. If the Contractor is incapable of suitably filling a request for additional officers, the Contractor will reimburse the College for Public Safety officer overtime and/or the cost of additional officers brought in to cover the vacancies.
- E. Security coverage at the Amoss Theater, located in Harford Technical High School, and any other off-site locations in Harford County shall be provided on an as needed basis as determined by the College.

12. Security Personnel Duties/Responsibilities

The responsibilities and related duties assigned by the Director for Public Safety or designees, so as they do not conflict with the Contractor's or College's rules and/or state and federal law of the security personnel include, but are not limited to, the following:

- A. The Contractor shall provide posted orders, subject to approval by the College, for its employees for all work shifts and ensure that the posted orders are updated as needed
- B. Employees shall complete Daily Activity Reports
- C. Employees shall be responsible for reviewing the Pass Down Log at the beginning of the shift and adding appropriate information for the oncoming shifts.

- D. Employees shall make regular patrols of campus buildings, parking lots, and outdoor spaces on foot, by vehicle, or by bicycle as instructed by and at intervals designated by the Public Safety Director, shift supervisor, or senior officer in charge.
- E. Employees shall be familiar with HCC rules and take appropriate action to resolve rule violations by students, employees, and visitors.
- F. Employees shall take note of any situation that presents a hazard to the safety of a student, employee or visitor and report the hazard to the appropriate individual or entity.
- G. Employees shall guard against the misappropriation of or damage to college property and report any such misappropriations or behaviors to the appropriate individual or entity.
- H. Employees shall participate in emergency drills to include fire and active assailant drills.
- I. Employees shall assist HCC employees, students, and visitors in the event of an emergency.
- J. Employees shall assist in performing specific tasks outlined in the College's Emergency Response Plan and Guide including, but not limited to:
 - 1. Directing first responders to the location of the emergency.
 - 2. Providing first responders with keys or proxy cards necessary to access the rooms or buildings during an emergency.
 - 3. Setting-up a command post and deploying surveillance systems.
 - 4. Making emergency notifications.
 - 5. Assisting in the evacuation of individuals from campus facilities.
 - 6. Providing basic medical assistance to sick or injured individuals on campus until the situation is resolved or until first responders take over care.
- K. Employees shall lock and unlock College buildings, rooms, and areas as directed and only for authorized individuals.
- L. Employees shall operate and monitor the College's surveillance system to detect threats on Campus and conduct investigations using the archived surveillance footage.
- M. Employees shall write Public Safety reports concerning minor traffic, criminal, and administrative issues to include sick or injured individuals on campus.
- N. Employees shall provide first-aid to include opioid reversing medication consistent with their training.
- O. Employees shall answer, respond to, and resolve calls-for-service received via the phone or the radio system (radios provided by the College).
- P. Employees shall provide walking escorts to student, employees and visitors upon request.
- Q. Employees shall perform daily inspections of and routine cleaning/upkeep of the College's Department of Public Safety vehicles.
- R. Employees shall monitor parking and issue administrative citations for violations of the College's Parking regulations.
- S. Employees shall assist persons with minor vehicle problems. i.e., jump starts. A waiver provided by the College will be required to filled out and person being assisted shall sign before assistance is provided.
- T. Employees shall assist in traffic control on campus.

- U. Employees shall facilitate crowd control at large events.
- V. Employees shall make verbal and/or written reports detailing College maintenance issues.
- W. Employees shall respond and investigate all alarms, secure area and notify proper department for action.
- X. Employees shall participate in safety education events.
- Y. Employees shall respond and act to mitigate disruptive behavior on campus.
- Z. Employees shall assist with the inventory safety related equipment, (i.e., AED, fire extinguishers, etc.)

13. Vacancy

In the event a guard fails to report for duty or takes unscheduled leave rendering a post vacant, the Contractors supervisor assigned to the site will make reasonable efforts to have the post filled utilizing existing personnel assigned to the College. The Contractor will be responsible for any overtime pay required to fill a shift left vacant. If efforts fail, including assigning someone from another shift to work over, the Contractor will be responsible for supplying a back-up guard who is trained in the College procedures to assume the post. If the contractor is unable to supply an officer, the Contractor will reimburse the College the cost of providing an officer to cover the vacancy at the overtime rate of a College employed Public Safety Officer or the cost of an outside officer.

14. Vehicles and Equipment

- A. Contracted employees will operate College vehicles for the purpose of patrolling the main campus, to include satellite locations as deemed necessary.
- B. Vehicles may include passenger cars, four-wheel drive vehicles, motorized carts.
- C. Employees of the contractor assigned to the Campus shall possess a valid driver's license, unless otherwise agreed upon in advance between the Director for Public Safety and the Contractor that a particular employee of the Contractor will not operate any College motor vehicle.

15. Campus Access

- A. The Contractor's employees shall have access to all areas as specified by the Director for Public Safety or designee.
- B. Only authorized Contractor employees are allowed on the premises. Contractor employees shall not be accompanied in the work area by acquaintances, family members, assistants, or any other persons who are not an authorized Contractor's employee.
- C. Pets are not permitted on the worksite while the employee is on duty.
- D. The Contractor's employees are prohibited from making personal phone calls except in emergencies or using office equipment for personal use.
- E. Public Safety Officers may be assigned to provide security at off-site Campus locations for which the Department of Public Safety has security obligations

16. Classifications and Base Wages

- A. The pay rates listed below are the minimum wages, not including benefits, that will be accepted by Harford Community College. The College recognizes that, given the qualifications and market forces present, Contractors may feel it necessary to bid pay rates that are higher than those listed below and may pay its employees more than the wages indicated but in no case will be permitted to pay less.

Should the State of Maryland increase its minimum wage rate, base wage rates may be increased accordingly at the time the increase takes effect.

Classification	Base Wage Per Hour
Supervisor	\$19.06
Guard	\$16.74

- B. It is the College's preference that the Contractor hire officers already employed as Harford Community College contracted security officers and assign them to the College. In addition, the expectation is that the Contractor will pay those incumbent officers at or above their current hourly wage and offer them a number of hours similar to the number of hours they generally work at the College.
- C. Incumbent officers will be paid by the Contractor at the Contractor's expense for any and all "onboarding" required to transition the officer to the Contractor's employment.
- D. Overtime pay apply to only the base wage rates shall be no more that 1.5 times the base wage rate for the classification and shift worked. Overtime shall only occur upon approval of the Director for Public Safety.

17. Employee Benefits and Promotion Schedules

- A. Contractors shall delineate all benefits, including health care and vacation that are included in their proposal. The employee benefits offered by the contractor should be based on similar requirements with other clients in a similar market.
- B. Contractors shall include in their proposal:
 - 1. The various classifications/pay scales of security guards and supervisors.
 - 2. The time frames/criteria for moving through those classifications/pay scales.
- C. Contractors shall specify in their proposal what additional benefits are available.

18. Contractors Performance

- A. The Contractor shall provide a telephone number(s) for the supervisor, operations manager, and designees, where they can be reached 24 hours a day, 7 days per week and shall call back within 15 minutes of the originating call.
- B. The Contractor shall provide fully trained back-up personnel in case of illness, emergency, or vacations. Those personnel must be trained on HCC main campus in security procedures in advance of the College's request for emergency or fill in personnel.
- C. The Contractor shall have available to the College at all times, two (2) security officers who are not assigned to the College but have trained on the campus for a least 40 hours. The aforementioned training shall be achieved over a period no greater than sixty (60) calendar days.
- D. The Contractor shall report to the Harford Community College Director for Public Safety.

19. Equipment and Property Damage

- A. Contractor shall pay the repair or replacement value of any College property damaged by an employee of the Contractor.

- B. The repair or replacement value will be based on the average of three (3) estimates for repair or replacement. The estimates will be obtained by the Contractor from three (3) vendors chosen by the College. Any amount billed in good faith over the amount estimated will be paid by the Contractor.
- C. In addition to (A) and (B) above, in the event that a College motorized unit is damaged by the Contractor's employees, the following shall apply:
 - 1. If the unit is not repaired or replaced and delivered to the college within thirty (30) calendar days, the Contractor, at their expense, shall provide the College with a rental unit of the same make/model or of a similar type that is no more than one (1) model year old. The Contractor shall continue to pay for the rental unit from day 31 until the repaired or replacement vehicle is delivered to the College.
 - 2. The Contractor shall be responsible for all ancillary costs related to their employee damaging a College motorized unit which shall include, but is not limited, to the tow bills, striping of repaired/replaced vehicle, emergency equipment and radio removal and installation, etc.

20. Payment and Invoicing

- A. The Contractor shall be paid monthly in arrears.
- B. The College pays true and correct invoices Net30.
- C. The Contractor shall submit invoices via email to accountspayable@harford.edu with a copy to the Director for Public Safety.
 - 1. Invoices shall contain the following information:
 - a. College-assigned purchase order number.
 - b. Detailed listing of services provided, including extra work required to be paid at the hourly rate specified in the Form of Proposal provided in the RFP.
 - c. Detailed listing of non-regular services provided, subject to review and approval.

21. Proposal Format:

- A. Proposals should be prepared simply and economically, providing a straightforward, concise description of the items or services offered. The College will not be responsible for any submittal preparation or submission costs.
- B. Proposal packages must be received no later 2:00 PM (local time) at:
 - Harford Community College
 - Procurement Department
 - Conowingo Building, Suite 105
 - 401 Thomas Run Road
 - Bel Air, MD 21015
- C. Each proposal package must contain two separately sealed submittals, clearly labeled with the contractor's name and either "Technical Proposal Submittal" or "Pricing Proposal Submittal" as appropriate. The Technical Proposal package must be sealed separately from the Pricing Proposal package.

TECHNICAL PROPOSAL SUBMITTAL FORMAT/ CRITERIA**WEIGHT 70 POINTS**

The Technical Proposal submittal must be sealed and contain one (1) Original, two (2) hard copies, and one (1) PDF on a flash drive labeled "technical proposal". The technical proposal submittal should include:

1. A brief transmittal letter, to include contact information, signed by an officer authorized to bind the form to its proposal
2. Proposal Form; (proposal form provided), completed and signed.
3. References (form provided).
4. Non-Collusion Form, (form provided), completed and signed.
5. Company profile to include, at a minimum: the background and history of the company, size of the company including the number of employees; and number of years in the business.
6. The Contractor's expected transition process.
7. Resume of site supervisor(s)
8. The Contractor shall provide of evidence of insurance meeting the solicitation requirements.
9. The Contractor shall include, list and describe, in its proposal all certifications that it holds that are applicable to the providing of security services for the College.
10. The Contractor shall state in its proposal whether it performs personality profile evaluations on its employees, and if so, explain the process and its benefits; and if not, explain why not.
11. The Contractor shall describe in its proposal how it retains good employees or minimizes turnover of personnel, or otherwise assures continuity of service.
12. The Contractor shall include an explanation of its wage structure, benefits packages, promotion schedule, and other incentives used to retain good employees.
13. The Contractor shall describe its training and recognition program and how it effectively provides continuous improvement of the skill sets of its employees.

PRICING SUBMITTAL FORMAT/CRITERIA:**WEIGHT 30 POINTS**

The Pricing Proposal submittal, sealed separately from the Technical Proposal submittal, must contain one (1) original of the Pricing Form and one (1) PDF on a separate flash drive labeled "pricing proposal". Proposed pricing must be submitted on price proposal form provided in this solicitation document.

22. Evaluation Process

Step 1: Technical Proposal evaluation: The evaluation committee will review and score all technical proposals. Proposers whose technical proposals scores are in the competitive range, in the opinion of the evaluation committee, will have their price proposal opened and ranked.

Step 2: Price proposals: The proposal with the lowest total price shall be awarded all possible price points. Higher cost proposals will be awarded points prorated from the lowest cost score. All scores will be tallied. Those proposer(s) whose scores are in the competitive range may be invited for a shortlist interview.

Step 3: Negotiations: The College may negotiate with the top-rated Proposer. If a mutual agreement cannot be met, the College will go to the next highest ranked proposer to negotiate. This will continue until a mutually agreed upon contract can be found.

23. Basis for Award:

The firm(s) with the highest combined technical and prices scores may be recommended to the Harford Community College Board of Trustees for an award of contract. Consideration may also be given to the following when making the award:

- what is in the best interest of the College
- the quality and performance of the services to be supplied
- conformity to specifications

- references
- and other unique requirements.

24. Pre-Start Up Meeting

The successful Contractor and their supervisory personnel shall be required to attend a start-up meeting at no fewer than thirty (30) days prior to contract start date. The meeting may include a walk-through of all the sites. The Contractor shall submit vital information on all employees to include the following as a minimum:

- A. Name
- B. Permanent address
- C. Telephone number
- D. Social Security Number
- E. Copy of current driver's license/ State issued ID card
- F. State of Maryland issued Security Guard Certificate
- F. Evidence of any safety related training the employee has completed (i.e. first aid and CPR, blood borne pathogens, AED, naloxone administration, police bicycle training, etc.)
- G. Resume of each employee showing qualifications, experience
- H. Results of background checks with fingerprints and drug tests performed.
- I. The College shall have the right to reject employees proposed to perform under this contract and to demand dismissal or reassignment of formerly approved employees who are working under this contract. The Director for Public Safety or designee may interview any and all employees prior to being assigned to this site.

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air, MD 21015

PROPOSAL FORM: RFP 24P-002: Security Services

All proposals must be fully and properly executed, securely sealed, and marked with the number and title of the RFP and the date and time of its opening. Envelopes shall be addressed to the Procurement Office at the address above and received in the Procurement Office **no later than 2:00 PM (local time) on December 14, 2023**

Firm Name _____ DATE _____ In accordance with the foregoing Instructions, Terms and Conditions, and Specifications, including Addenda No. ___ through _____, thereto, I/we submit the following for evaluation:

EXECUTION: The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this proposal within one hundred twenty (120) calendar days after its opening, and to execute the contract in accordance with the proposal as accepted, and to render an acceptable certificate of insurance within ten (10) calendar days after notification of award.

_____	_____
Firm	Authorized Signature
_____	_____
Street Address	Typed/Printed Name
_____	_____
City, State, Zip	Title
_____	_____
Telephone	Email

If a corporation please state:

Name of president: _____

Name of secretary: _____

Under laws of what state incorporated: _____

Minority Business Certification: (Please check one) _____ MBE _____ WBE _____ N/A

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

Non-Collusion Form: RFP 24P-002: Security Services

FIRM

NAME: _____

FIRM ADDRESS:

A) NON-COLLUSION:

I AFFIRM THAT: Neither I, nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (1) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal being submitted herewith; and
- (2) Not in any manner, directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion to fix the price proposal of the offeror herein or any competitor, or otherwise taken any action in restraint of free competition in connection with the Contract for which this proposal is submitted.

B) SUSPENSION AND DEBARMENT:

I AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any Federal or public entity, except as follows: (List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

- 1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Title 16, of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____
Signature of Authorized Representative and Affiant Printed Name of Authorized Representative and Affiant

Date: _____ Federal Employer Identification Number (FEIN): _____

REFERENCES FORM: RFP 24P-002: Security Services

Each firm must furnish at least three (3) current references, within last five (5) years, that are similar in nature and scope and best represent the proposer's ability to perform the work and meet the specifications and requirements herein.

1. Firm Name _____
Address _____
Telephone: _____ Fax _____
Contact _____
Email: _____
Project _____
Dates performed _____

2. Firm Name _____
Address _____
Telephone: _____ Fax _____
Contact _____
Email: _____
Project _____
Dates performed _____

3. Firm Name _____
Address _____
Telephone: _____ Fax _____
Contact _____
Email: _____
Project _____
Dates performed _____

PROPOSAL OF: (firm name) _____

PRICING FORM: RFP 24P-002: Security Services

Contractor's name: _____

Security Guard pricing					
Day shift (6AM-2PM) base wage:		benefits, overhead, profit:		Total Billing rate	
	/hour		/hour		/hour
Evening shift (2PM-10PM) base wage:		benefits, overhead, profit:		Total Billing rate	
	/hour		/hour		/hour
Night shift (10PM-6AM) base wage:		benefits, overhead, profit:		Total Billing rate	
	/hour		/hour		/hour
Supervisor pricing					
Day shift (6AM-2PM) base wage:		benefits, overhead, profit:		Total Billing rate	
	/hour		/hour		/hour

BUILDING INDEX

A	Aberdeen Hall	HSC	Harford Sports Complex Building
P	Amoss Center	H	Havre de Grace Hall
APG	APG Federal Credit Union Arena	D	Hays-Heighe House
B	Bel Air Hall	HC	Hickory Center
BC	Belcamp Center	J	Joppa Hall
C	Chesapeake Center	L	Library
CO	Conowingo Center	M	Maryland Hall
DH	Darlington Hall	O	Observatory
E	Edgewood Hall	SC	Student Center
F	Fallston Hall	S	Susquehanna Center
FHC	Forest Hill Center		



Accessible Parking



Accessible Pathway

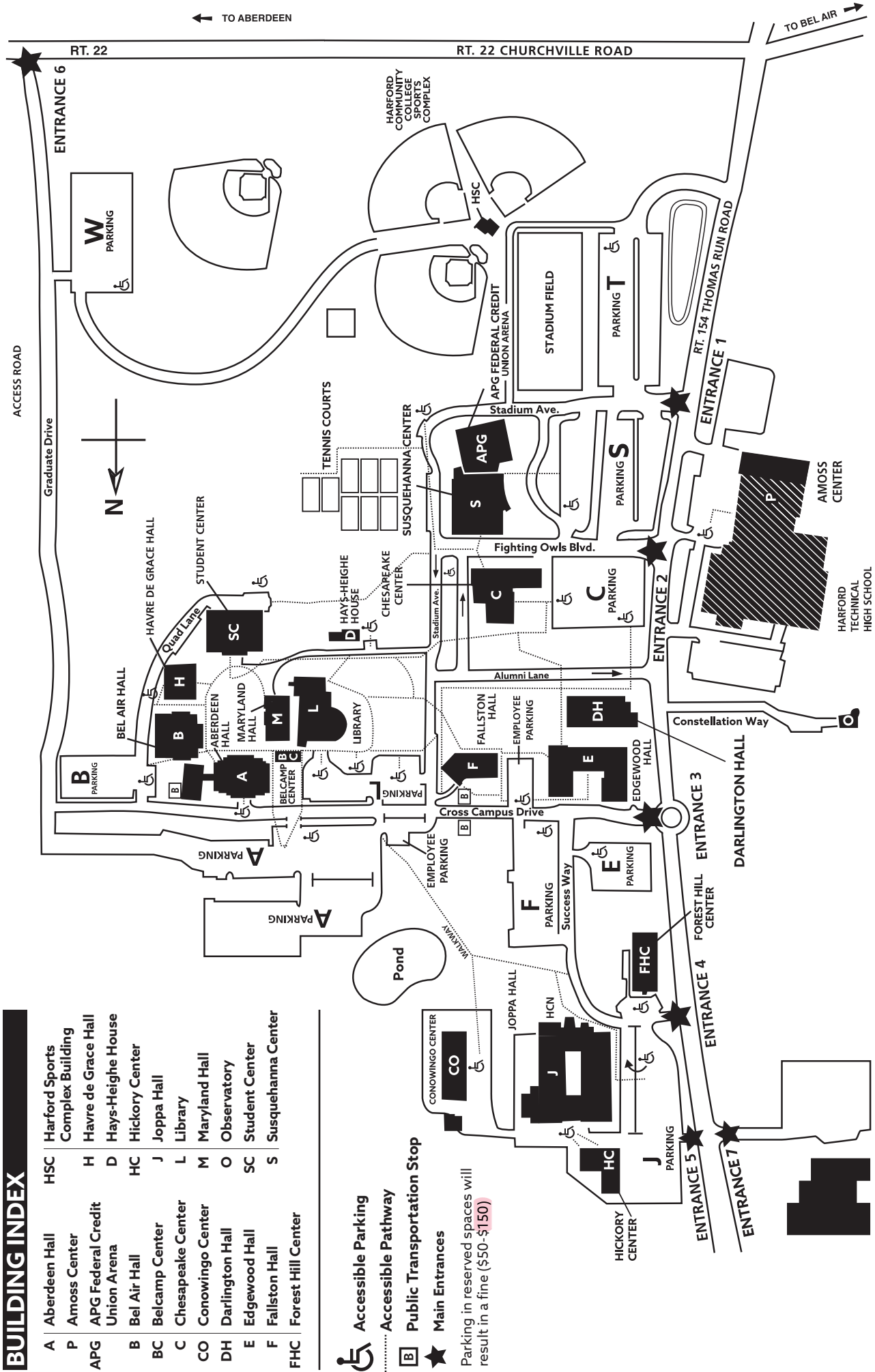


Public Transportation Stop



Main Entrances

Parking in reserved spaces will result in a fine (\$50-\$150)





RFP 24P-002
Security Services
ADDENDUM 1
December 1, 2023

Current Proposal Due date, time and location have **not** changed they remain as follows:

Proposal Due: December 14, 2023 2:00 PM
Harford Community College
Conowingo Building, Room 105
Bel Air, MD 21015

Questions/Responses:

1. As there is a Performance Bond required if awarded, does a Consent of Surety from the bonding company need to be submitted with our response?

Response: No; a Consent of Surety is not required as part of your response.

2. What's the current turnover rate of the officer positions

Response: The current turnover rate is very low. We have averaged less than 2 per year for the last three years.

3. How many times in the past year was the incumbent provider unable to fill the permanent posts.

Response: Approximately seven times.

4. How many times in the past year was the incumbent provider unable to fill temporary officer request for special events etc.

Response: Zero

5. Who's the current incumbent?

Response: Allied Universal

6. How would you all rate your level of satisfaction with the current incumbent?

Response: We decline to answer this question as it is not relevant to the RFP.

7. Since the start of this contract, approximately how many high-level crimes (vandalism, trespassing, assaults, theft, etc.) have occurred?

Response: From 2019 until 2023:
Assault and Aggravated Assault: 7
Destruction of Property/Vandalism: 8
Rape and Sex Offenses: 2
Larceny/Theft: 31
Weapons Offenses: 2

The 2023 crime stats are not complete and students were not on campus this entire time frame due to COVID restrictions. This data contains serious crimes directly reported to the College's Department of Public Safety. Some crimes are reported directly to Student Affairs and victims decline Public Safety notification so the above data may not completely match the College's Annual Security Report.

8. What is the current total contract value?

Response: \$340,000

9. Do you all pay for holiday, vacation and sick time?

Response: Employees who work College holidays are paid 1.5x their normal pay rate and this is billed to the College. We do not pay for sick or vacation time, we consider this the responsibility of the vendor.

10. How many guards currently utilized to fulfill this contract?

Response: Ten

11. Once construction is completed at the Chesapeake Building, will you all want services provided at this facility?

Response: Page 19, Item #6: Sites to be Serviced; includes the Main Campus, which security will be provided for all facilities to include the Chesapeake Welcome Center; during and after construction.

11. Are contractors encouraged to perform drug tests on guards throughout the service contract?

Response: Page 20; Item #8: Contractor's Employees; require drug screening prior to the employee's hire. After the initial contract execution, it will be the Contractor's responsibility to continue the monitoring of their employees.

12. Are bicycle patrols apart of this contract?

Response: Page 23, Item 12. Security Personnel Duties/Responsibilities; para. D; as stated.

13. What is the current working schedule for the Assistant Supervisor?

Response: Page 21, Item 10; Does not directly call for an Assistant Supervisor; refers to a working supervisor. Page 24/25 Classifications and Base Wages; para. A; references only Supervisor and Guard.

14. If the company has a certified instructor for training in Narcan, is that acceptable, or must it be thru the Health Dept?

Response: Yes as long as the training aligns with the Health Department’s training.

15. Who provides the Narcan?

Response: Narcan is obtained by the College through the Maryland Health Department and provided to employees and contracted employees.

16. Is there a minimum number of training hours for assigned officers? (section 18.C. calls for 40 hours for fill-in officers)

Response: 40 hrs. for new employees – paid by vendor. We expect the vendor to cover any in-service training hours required by guards to renew their certification.

17. What are the current bill rates?

Response:

FY24		
Personnel	STBR	OTBR
Supervisor	\$28.02	\$42.02
Asst Sup	\$24.61	\$36.91
Guard III	\$23.48	\$35.21
Guard II	\$23.10	\$34.64
Guard I	\$22.72	\$34.08

18. Can HCC provide the anticipated dates of scheduled breaks when the staffing may be reduced to as little as one person per shift?

Response: Barring a special event the department typically reduces staffing to one person per shift on holidays such as Christmas Eve, Christmas, New Year’s Eve, New Year’s Day, or other College holidays. The college calendar can be located at <https://catalog.harford.edu/academic-calendar/>. Additionally, only one person staffs the 10P-6A shift.

19. Can HCC confirm what percentage of the incumbent guard force holds active Security Guard Certification from Maryland State Police as required by line item c of this RFP?

Response: All guards currently working hold cards. However, if a new company is awarded the contract they will need to obtain new cards.

20. Is the schedule provided the schedule operated on the current contract?

Response: Yes - for a typical week.

21. In HCC's estimation, is the incumbent contract adequately staffed to support the schedule as provided? If not, how many guards (measured in Full Time Equivalents) are required to be hired to deliver the hours without scheduled OT?

Response: Yes, we typically run approximately 32 shifts per week, but it may vary based on the College SPO staffing and special events. This equates to an average of 256 hrs or 6.4 FTE per week - several of our employees are PT.

Attachments: PreProposal sign in sheet.

REMINDER:

Addenda must be acknowledged in the RFP response in the appropriate area. Failure to acknowledge receipt of addenda may deem the submitted proposal to be Non-Responsive.

RFP 24P-002 Security Services

Sign-in Sheet

Date: <u>November 17, 2023; 1PM</u>		Sign-in Sheet		
Print	Name	Company	Phone	Email
1	SACK SNUBER	ALLIED UNIVERSAL	240-417-0775	SACK, SNTBEE@AUS.COM
2	William Maxwelle	Allied Universal	667-416-9325	William.Maxwell@AUS.COM
3	Jimmy Lewis	Tactical 1	301-305-4369	
4	Nicole Butler	Butler Security	443-315-7518	n.butler@butlersecurityinc.com
5	Catherine Chertis	Securitas Security	410-618-8722	catherine.chertis@securitasinc.com
6	Deaw Blankenship	Securitas Security	410-983-9479	deaw.blankenship@securitasinc.com
7	Iwan Gatewood	KR3 Contracting	703-894-2220	igatewood@kr3cont.com
8	MIKE HIGHTOWER	MENAPOLITAN PROTECTIVE SERVICES	(901) 717-2412	mike.hightower@menap-protect.com
9				
10				
11				
12				
13				
14				