



# **REQUEST FOR PROPOSAL 3118 FOR SECURITY OFFICER SERVICES**

**Prepared by  
Community College of Allegheny County  
Purchasing Department – College Office  
800 Allegheny Avenue  
Pittsburgh, Pennsylvania 15233**

**[mcvetic@ccac.edu](mailto:mcvetic@ccac.edu)**

**RESPONSES TO THIS RFP MUST BE DELIVERED TO THE  
PURCHASING DEPARTMENT  
NO LATER THAN:**

**2:00 PM on Wednesday, May 13, 2020**

**NO FAX OR ELECTRONIC RESPONSES ARE PERMITTED**

## **ARTICLE ONE - PURPOSE OF THE RFP**

- I. INTENT/PURPOSE:** The intent of this Request for Proposal 3118 (“RFP”) is to obtain firm prices for Security Officer services for all Community College of Allegheny County (hereinafter “College” or “CCAC”) locations as further delineated within this RFP, for an initial contract term of July 1, 2020 through June 30, 2022, with the right of the College to exercise options for two (2) additional two-year terms (first option term July 1, 2022 through June 30, 2024; second option term July 1, 2024 through June 30, 2026). Security firms who are able to meet all vendor qualifications and service requirements of this RFP are invited to submit proposals accordingly.
- II. GENERAL OVERVIEW OF REQUIRED SERVICES:** The Community College of Allegheny County offers credit and non-credit classes throughout the calendar year at its four main campuses, Office of College Services and four campus centers for which security Officer services are regularly required. Additional campus center locations may also be added during the anticipated term of the Contract. In addition, the College’s facilities are available for use by various community and public service organizations. The College’s academic schedule is published in the College catalog, while other events are scheduled as they come up or as the need arises. The College cannot anticipate the latter. The Security Contractor is completely responsible for maintaining continuous coordination with the Executive Director of Emergency Management/Safety & Security to ensure adequate security services for all of College’s campuses and campus centers, as well as for all regular and special campus activities.

The estimated number of hours to be worked by each security position category relative to the annual total for all College sites is set forth on page 1 of the Pricing Sheets, which are attached to this RFP under **Appendix A**. These hours and categories are strictly annual estimates for quoting purposes of this RFP, and will vary depending on the College’s scheduling requirements.

During periods of lesser activity, the College may not need a full complement of Security Officers at every location; however, a minimum level of service as to be determined by the Executive Director of Emergency Management/Safety & Security (or other authorized Administrators) is necessary whenever the facilities are open to the public and to College employees. When the facilities are closed (i.e., for holidays), minimum or no security service may be required. The Contractor’s site supervisor shall work with the Executive Director of Emergency Management/Safety & Security to adjust the security service as needed.

Moreover, during periods of peak activity the College may require additional Security Officers. There may be occasions when College locations may need more Security Officers on very short notice to ensure the safety and security of individuals and property. It shall be the responsibility of the Contractor to furnish the College with the number of Security Officers requested within a reasonable time after being officially notified of the emergency situation. The College also engages other third party contractors to provide certain operational services to the College, including management of its foodservice and campus bookstore operations. The selected Contractor must be able to provide sufficient personnel to support these functions, if and as may be requested by the College’s foodservice and bookstore operations vendors from time to time; provided, however, that these vendors will be solely responsible for independently contracting with the selected security services Contractor for such services, and shall be solely responsible for the cost of obtaining such services. The Contractor must also be able to work cooperatively with any other security service contractor that may be utilized by such parties.

The College requires a high level of continuity of the security personnel and of the Contractor’s supervisors and administrative representatives. The Contractor shall ensure that Security Officers assigned to CCAC are present in a dedicated capacity at all determined College posts and stations.

The Contractor therefore shall not concurrently assign such personnel to non-College clients or other locations.

Security Officers, Desk Sergeants and Shift Supervisors will work eight (8) hour shifts as assigned by the Campus Safety/Security Administrator for that campus or center. For the purpose of this Contract, the shifts will be considered daylight, afternoon or night shift, with the specific hours set by the Campus Director of Safety/Security.

There may be occasions when shift hours may vary or be altered in duration for special events or other special circumstances.

### **III. DEFINITIONS/CLARIFICATIONS**

- A. “Contract” or “Agreement” as used throughout this document shall refer to any contract that is awarded by the College to a Contractor as a result of their response to this RFP.
- B. “Contractor,” “Security Contractor,” and “Vendor,” as used throughout this RFP and its attachments refers to the firm submitting a response to this RFP.
- C. The Contractor’s security personnel or employees, as a group, may be referred to throughout this document in the singular sense as a “Security Officer” or “Officer”, or in the plural sense as “Security Officers” or “Officers,” without differentiation to a specific position of service.
- D. “College” or “CCAC” shall refer to the Community College of Allegheny County and its respective campuses and campus centers, both individually and as a single entity as the context so indicates or requires.
- E. The use of the terms “he” or “his” as used herein is for brevity only and shall be understood to imply both the male and female gender.
- F. Reasonable time shall be consider for notification 48 hrs.

## **ARTICLE TWO - INSTRUCTIONS/CONDITIONS FOR PROPOSAL SUBMISSIONS**

### **I. REQUIRED SUBMITTALS**

The College requires that responses to this RFP contain the following information, tabbed or indexed to readily identify each such section in the response:

- A. **PRICING SUMMARY PAGE(S):** Complete each line on the Pricing Page(s) attached hereto under Appendix A. Please note that hourly billing rates and markups quoted on Pricing Sheets will be deemed firm and not subject to adjustment or change for the duration of the Contract. If you intend to propose an increase in your markup or hourly billing rates at any time during the proposed term of the Contract, then you must include separate and complete Pricing Sheets for each year that you are proposing any such change in the hourly rates.
- B. **CONTRACTOR SUBMITTAL FORM:** Complete, sign, and submit the Contractor Submittal Form, attached hereto under **Appendix B**.

- C. **REFERENCES:** Submit at least three customer references (preferably of like size and operational structure as to that of the College) including the organization's name, contact person, phone number, and specific years of service and description of services provided.
- D. **REQUIRED DOCUMENTATION:** Submit all other documentation and support materials as described throughout this RFP (e.g. uniform pictures, copies of licensures, etc.).
- E. **MBE/WBE PARTICIPATION:** MBE/WBE PARTICIPATION: CCAC encourages the participation of minority and women-owned businesses in all of its contracts and is committed to providing maximum opportunities for qualified minority and/or women-owned business enterprises ("MBE/WBEs") to participate in its work. Bidder agrees (1) if qualified, to take reasonable and timely steps to obtain appropriate certification as an MBE and/or WBE, (2) to ensure that MBE and/or WBEs are appropriately considered as subcontractors and/or suppliers under this Agreement; and (3) to report moneys spent for MBE and/or WBE subcontractors and/or suppliers for work as CCAC may from time to time reasonably request. CCAC's goal for MBE/WBE participation is 20%. Please provide documentation as to your firm's good faith effort to reach this goal by describing all applicable details of MBE/WBE participation that may be included in the resulting agreement.
- F. **EMPLOYEE BENEFIT PLANS:** Provide a description of the benefit plans available to both your full and part-time employees, including health insurance benefit, as well as a description of any planned or anticipated changes in such benefit plans that will be implemented during the term of the proposed Contract.
- G. **EXCEPTIONS/CHANGES TO PROPOSED CONTRACT:** If you will be requesting additions to or changes in the College's proposed form of Contract (**Appendix E**), then you must include a description of each such change or addition in the manner described in Article 2.II.F below.

## II. GENERAL SUBMITTAL REQUIREMENTS / CONDITIONS

The terms and conditions set forth below will apply to and govern all proposals submitted in response to this RFP. Your submission of a proposal represents your acknowledgement and agreement to each of these terms and conditions.

- A. All proposal responses, inclusive of the required submittals and all other documentation, must be submitted in hard copy and either mailed, delivered by private carrier, or hand-delivered. (No fax or electronic responses are permitted).
- B. **PROPOSAL DEADLINE: Due by 2:00 PM on Wednesday, May 13, 2020 (*Proposals received late will not be considered by the College*).**
- C. One original (with one concise, electronic copy on a flash drive – no password protection please) of your proposal must be appropriately identified and delivered by the deadline described in Article 2.II.B above to:

Community College of Allegheny County  
Purchasing Department - Attn: Michael Cvetic  
800 Allegheny Avenue  
Pittsburgh, PA 15233

- D. Proposals shall clearly indicate the Vendor's full business name and address, and must also include the appropriate contact person's name, phone number, fax number and e-mail address.

- E. Proposals must contain the original signature of a duly authorized officer or agent of the Vendor submitting the proposal.
- F. Execution of a written Contract, in form attached hereto under **Appendix E**, will be required by any firm selected to perform all or any part of the services that are the subject of this RFP. If you are proposing or will require any changes or revisions to any of the terms or conditions set forth in either the College's proposed Contract or elsewhere in this RFP, then you must clearly identify any such revisions, additions or other changes by referencing the pertinent article and paragraph of the Contract or this RFP, as the case may be, in your response. Requested revisions, additions or other changes will be considered in evaluating your response to this RFP and in determining your qualifications.
- G. All costs incurred in preparing a response shall be at the Vendor's expense.
- H. The College reserves the right to conduct interviews with any or all Vendors submitting proposals in response to the RFP prior to selection in order to evaluate their qualifications and ability to perform the services described in this RFP. The College further reserves the right to inspect and/or evaluate each Vendor's facilities, equipment, staffing levels and staff qualifications and/or any other matters that may bear upon the Vendor's ability to successfully perform the services. The College will not be liable for any costs incurred by a Vendor in connection with any such interview, inspection or evaluation (i.e., travel, reproduction costs, etc.).
- I. Proposals must be held open, and may not be withdrawn, for a period of ninety (90) days from the date that the proposal is opened.
- J. The submission of a proposal shall be prima facie evidence that the Vendor submitting the proposal has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- K. Each Vendor submitting a proposal to this RFP shall furnish the College with such additional information as the College may reasonably require.
- L. The College reserves the right to conduct pre-contract negotiations with any Vendors that have submitted proposals.
- M. Neither the issuance of this RFP, nor the submission of a proposal to the College, shall commit the College to enter into any contract with or otherwise engage or utilize the services of any Vendor. The College reserves the right to reject any and all proposals, to accept any proposal or portion thereof, to waive any irregularity in any one or more proposals, and/or to make multiple awards and/or enter into agreements with multiple Vendors. In addition, the College will not enter into any agreement with a Vendor submitting a proposal until all necessary investigations are made into the responsibility and qualifications of that Vendor, as well as its ability to timely and satisfactorily perform the scope of work described in this RFP. Pricing shall not solely determine which Vendor, if any, is selected to perform the services described in this RFP.
- N. The College will not be bound by oral explanations or instructions given by any College employee or agent at any time during the competitive proposal process or after selection of a Vendor.
- O. Modifications to the specifications of this RFP shall only be valid if issued in writing by the College in the form of a written addendum to the RFP.

- P. The College may negotiate the inclusion, exclusion, or alteration of any language, terms, or conditions prior to the execution of a final Contract, or throughout the term of such Contract.
- Q. The final, executed Contract with the selected Vendor will incorporate this RFP document, any addenda to the RFP issued by the College, and those portions of the selected Vendor's proposal designated by College.
- R. Responses to this RFP are subject to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq. The Right-to-Know Law permits any requestor to inspect and/or copy any record prepared and maintained or received in the course of the operation of a public office or agency that is not subject to the enumerated exceptions under the law. If your response this RFP contains a trade secret or confidential proprietary information, you should include with your response a separate signed written statement to that effect. Should your response become the subject of a Pennsylvania Right-to-Know Law request, you will be notified by the College and asked to identify all trade secrets or confidential and proprietary information that is included in your response. The College will then determine whether the claimed trade secret or confidential and proprietary information is subject to disclosure.

### III. QUESTIONS

- A. All questions regarding the RFP are to be directed to Michael Cvetic, Director of Purchasing. It is preferred that questions be presented in written form and submitted electronically to Mr. Cvetic's email address of [mcvetic@ccac.edu](mailto:mcvetic@ccac.edu).
- B. **All questions must be submitted no later than 4:00 PM on Friday, April 8, 2020.** No questions regarding clarification of the scope of the services will be answered after this date and time.

### IV. VENDOR QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES

By submitting a response to this RFP, the Vendor represents and warrants that it meets each of the following minimum requirements:

- A. Vendor has been in the security services business for a minimum of five (5) years and is experienced and competent to perform all work identified within this RFP.
- B. Vendor is financially solvent, and is willing and able to provide audited financial statements evidencing its financial condition within forty-eight (48) hours of receipt of the College's request for such information. *If audited financial statements are not available, then the Vendor must submit other evidence of financial viability in form and format satisfactory to College (e.g. tax returns in conjunction with Dun and Bradstreet reports).*
- C. The Vendor holds all applicable licenses and certifications required by law to perform all aspects of the work described in this RFP, and will submit copies of such licenses and certifications with their proposal response, or otherwise prior to award of a Contract.
- D. The Vendor meets and complies with all federal, state and local laws, regulations and ordinances applicable to the conduct of its business.
- E. The Vendor has no obligations or interests that conflict with the best interests of the College, as determined by the College in its sole discretion.

- F. The Vendor's employees, agents and subcontractors have and shall at all times possess the required education, knowledge, experience, licensure, certifications, and character necessary to qualify them individually for the particular duties they will be assigned to perform.
- G. The Vendor has and will maintain sufficient and qualified personnel to timely meet all security staffing needs described in this RFP.
- H. The Vendor is not under suspension or debarment by any governmental entity, instrumentality, or authority. If the Vendor cannot so certify, then it agrees to submit, along with its proposal, a written explanation of why such certification cannot be made.

### **ARTICLE THREE - TERMS AND CONDITIONS OF THE AWARDED CONTRACT**

The following terms and conditions shall apply to and be incorporated into the final Contract entered into with the selected Vendor.

#### **I. BOND AND INSURANCE REQUIREMENTS**

- A. **PERFORMANCE BOND:** A performance bond in the amount of \$200,000.00, and in the form attached hereto under **Appendix D**, must be submitted at or prior to execution of a final Contract, and must remain in place throughout the term of the Contract, including any option terms that the College may elect to exercise.

The College will accept only bonds written by Surety Companies authorized to do business in the Commonwealth of Pennsylvania and the County of Allegheny and included on the United States Treasury Department Annual List of Surety Companies published July first of each year. Limits for those companies appearing on the United States Treasury Department list cannot be exceeded.

Irrevocable Letter of Credit: A Vendor may substitute an Irrevocable Letter of Credit in lieu of a Performance Bond. If this option is chosen by the selected Vendor, the Irrevocable Letter of Credit must include the following terms.

- a. The terms of payment must be stated as follows:
 

“The drafts must be accompanied by your (CCAC) signed statement certifying that the contractor has not performed satisfactorily in accordance with the specifications and conditions of the contract. Unsatisfactory performance will be determined solely by the Community College of Allegheny County.”
- b. The Irrevocable Letter of Credit must be payable and confirmed through a correspondent bank that has an office located in Allegheny County, Pennsylvania and which has total assets of at least \$5 billion.
- c. The Irrevocable Letter of Credit shall not expire for a period of at least ninety (90) days beyond the expiration date of the contract.

- B. **INSURANCE REQUIREMENTS:** The Contractor must meet all Insurance and Indemnification Requirements set forth in **Appendix C**, and also as specified in Section 5.VIII.E(2) herein and in the form of Agreement attached under **Appendix E**. A Certificate of Insurance evidencing all required insurance coverage must be provided to the

College by the selected Contractor at or prior to the execution of a final Contract, and prior to the start of any work thereunder. Required insurance coverage must be maintained throughout the duration of the Contract, inclusive of any applicable option term(s) or other extensions thereof.

## **II. INVOICING/PAYMENT PROVISIONS:**

- A. Invoices will be submitted on a bi-weekly basis, individually for each Campus location, and shall be in duplicate and include the Campus name, purchase order number, the applicable monthly billing period, invoice date and the total amount for the billing period.
- B. Each invoice is to include duplicate copies of the daily billing which will include Campus name, date, and purchase order number. The daily billing and corresponding bi-weekly invoice must identify the name of each Contractor employee - listed alpha by name, showing hours worked, rate and extended amounts to a grand amount total.
- C. Repeated billing errors and/or other administrative errors on the part of the Contractor will be grounds for termination of the Contract.
- D. Invoices are to be submitted to:  
  
Community College of Allegheny County  
Attention: Accounts/Payable Department  
800 Allegheny Avenue  
Pittsburgh, PA, 15233-1895
- E. Copies of each bi-weekly invoice are to be submitted concurrently to the respective Campus Safety/Security Administrator.
- F. Payment shall be subject to reconciliation with time cards and the Security Officer sign in/out log which will be supplied to and remain the property of the College.
- G. The College's payment terms shall be thirty (30) days from the date the Contractor's invoice is properly presented and received.

## **III. TERM OF CONTRACT:**

- A. The term of the Contract shall commence as of July 1, 2020 through June 30, 2022, with the right of the College to exercise options for two (2) additional two-year terms (first option term July 1, 2022 through June 30, 2024; second option term July 1, 2024 through June 30, 2026).
- B. The Contractor shall be advised in writing sixty (60) days prior to the end of the expiring term as to whether the College will exercise its option to extend the term in accordance with Article 3.III.A above.

## **IV. MISCELLANEOUS PROVISIONS**

- A. **CONTRACTOR INTEGRITY PROVISIONS:** The Contractor agrees to abide by the following integrity, confidentiality and non-disclosure provisions:
  - 1) COLLEGE'S INTERESTS: Contractor agrees that it will not engage in any activity which is contrary to and in conflict with the best interests, goals and purposes of the College, as determined by the College.



- 2) **CONFIDENTIALITY:** The Contractor, and its employees, shall not disclose to others any confidential information gained by virtue of the resulting contract.
- 3) **COMPLIANCE WITH APPLICABLE LAW:** The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or any other requirements that govern contracting with the College.

**B. VERBAL AUTHORIZATIONS:**

- 1) No verbal agreement or understanding with any officer, agent or employee of the College, either before or after the execution of the Contract, shall alter, amend, modify, or rescind any of the terms or provisions contained in this RFP or any of the Contract documents.
- 2) The above provision shall not limit or affect the right of the College to make changes or variations in the scope or general requirements of the services to be provided by the Contractor. Any such changes must be authorized in writing or by a duly authorized representative of the College.

**C. COMMONWEALTH PROVISIONS**

The Contractor further agrees that every provision required by the laws, ordinances or regulations of the Commonwealth of Pennsylvania or political subdivisions relating to agreements entered into by a public body in the Commonwealth of Pennsylvania or political subdivisions thereof, are to be inserted and made part of this RFP and any resulting Contract, and shall be deemed to have been incorporated herein with full force and effect as if fully and specifically set forth herein. This RFP and any resulting Contract shall be read, construed and endorsed as though the same were fully set forth herein.

**ARTICLE FOUR - GENERAL ADMINISTRATION OF THE CONTRACT**

**I. CCAC DESIGNATIONS AND CAMPUS SECURITY ADMINISTRATORS**

- A. The following individuals are the College's primary contact individuals for the administration of the Contract at the campuses and are commonly referred to throughout this document as the "Campus Safety/Security Administrator":

Executive Director of Emergency Management/Safety & Security/ Campus Safety/Security Administrators:

<b>CCAC – Wide</b>	Andre Henderson, Executive Director of Emergency Management/Safety & Security (412) 237-2224
<b>Allegheny Campus:</b>	Ed Bogats, Director of Campus Security & Safety, (412) 237-4530
<b>Boyce Campus:</b>	William J. Hixson, Director of Campus Security & Safety, (724) 325-6665
<b>North Campus:</b>	Brian Johnson, Director of Campus Security & Safety, (412) 369-3726
<b>South Campus:</b>	Mark Buford, Director of Campus Security & Safety, (412) 469-6364

- B. In addition to the above, J.B.Messer, Vice President & Chief Facilities Officer will provide oversight management to the above corresponding Campus Director of Safety & Security function and are thereby authorized to direct the security operation for the specified CCAC location accordingly:
- C. College administrators who shall have involvement in the overall administration of the Contract include:

Michael Cvetic, Director of Purchasing, (412) 237-3146.

## **II. ADMINISTRATION SERVICES REQUIRED OF THE CONTRACTOR**

Contractor shall maintain minimum standards of personnel and work performance consistent with standards for the security industry. The Contractor shall ascertain that its management complies with the following minimum administrative requirements:

### **A. CONTRACTOR REPRESENTATION:**

- 1) The Contractor will designate appropriate primary and secondary representatives of its management team (hereinafter "Contractor's Representatives") to act on behalf of the Contractor with respect to the College's Contract. These persons shall have the primary responsibility for ensuring that security services described in this RFP and any resulting Contract are provided to the College in a fully compliant manner and such personnel shall be readily accessible by the College on a 24 hour, 7 day per week basis.
  - a. The Contractor's Representative shall meet with the Executive Director of Emergency Management/Safety & Security and Vice President & Chief Facilities Officer and each Campus Director of Safety & Security no less than once per month to ensure smooth and efficient operations. Schedules may vary from site to site and will be established within thirty days of contract commencement.
  - b. Contractor shall provide and maintain the names, telephone numbers (Contractor's contact list) and resumes of the above Contractor's Representatives to the various Campus Director of Safety & Security and other CCAC administrators identified in Article 4.A of this document.
  - c. Contractor's Representatives shall visit CCAC locations and the security assignments on a regular basis to ensure that College expectations of Contractor's performance are being maintained.
- 2) Formal inspections are to be performed no less than two (2) times per year and shall include the Emergency Management/Safety & Security and the appropriate Campus Director of Safety & Security and the Contractor's Representatives. The Contractor will provide a yearly schedule for visits.
  - a. Remedial actions, if any, will be determined on a mutually agreeable basis. Contractor shall provide a written inspection report to Emergency Management/Safety & Security and Vice President & Chief Facilities

Officer and each jurisdictional Campus Director of Safety & Security within ten (10) business days of the inspection.

- b. Visits may be conducted unannounced to Contractor's employees and shall be done on all shifts with the coordination of the Campus Safety/Security Administrator.

**B. SECURITY PERSONNEL WRITTEN ORDERS**

- 1) The Contractor will provide a copy of its general orders to its Security Officer employees, Executive Director Emergency Management/Safety & Security, and the Campus Director of Safety & Security at each CCAC location.
- 2) The Contractor will assist the Executive Director Emergency Management/Safety & Security Vice President & Chief Facilities Officer and the Campus Director of Safety & Security with the development and dissemination of specific orders for each CCAC location.

**C. PERSONNEL SUPERVISION RULES/REQUIREMENTS**

The Contractor shall:

- 1) Not permit any of its employees to work more than sixteen (24) hours overtime in any week without the prior approval of the Campus Director of Safety & Security.
- 2) Provide adequate and qualified personnel to replace Security Officers, Sergeants, and Supervisors who are unable to report for duty because of illness or other circumstances.
- 3) Be responsible for the CCAC keys issued to Contractor's employees for use in CCAC facilities. Duplicate keys shall not be made.
  - a. Contractor will bear all costs of re-keying College's facility and/or additional Officer Services, as College deems necessary, resulting from lost or misplaced keys.
  - b. Contractor employees shall not be permitted to remove keys from College's facilities without prior approval of the Campus Director of Safety & Security. Contractor shall promptly retrieve keys carried off site by Contractor's employees without such authorization. Retrieval will not take more than two (2) hours. The Campus Director of Safety & Security must be immediately notified in the event of that a key is removed without authorization, lost, replaced or stolen by an employee of Contractor.
  - c. Contractor shall maintain records in form sufficient to enable the College to readily identify all Contractor employees who have been issued or otherwise given access to keys and the specific doors or areas to which such keys are assigned.
- 4) Prohibit its employees from using personal radios, television sets, reading material, personal cell phones or other items of distraction while on duty.

- 5) Document all Contractor employee violations of College rules, regulations and policies that affect work performance and provide a copy to the appropriate Campus Director of Safety & Security.
- 6) Provide the College with periodic evaluations of all Contractors' supervisory staff as deemed necessary by the Executive Director Emergency Management/Safety & Security, Vice President & Chief Facilities Officer and the Campus Director of Safety & Security.
- 7) Not permit any employee to return to any CCAC site once that employee has been removed from another CCAC site for unless prior approval is given by the Executive Director Emergency Management/Safety & Security.
- 8) Not remove or transfer any employee from a College location without first providing two (2) weeks prior written notice of such removal or transfer to the Executive Director Emergency Management/Safety & Security, Vice President & Chief Facilities Officer and the Campus Director of Safety & Security.

**D. RECORD KEEPING/DOCUMENTATION**

- 1) Records and/or reports produced by the Contractor or his/her employees are and shall remain the property of the College. Reports are to be kept confidential and will be provided only to the Campus Director of Safety & Security except as may otherwise be required by law. Upon the termination or expiration of the Contract, all original records and reports shall be delivered to the College within fifteen (15) business days of such termination or expiration. The Contractor is permitted to otherwise retain a copy of such surrendered records and reports.
- 2) The Contractor will provide copies of any documents pertaining to the performance of services under the Contract, as may be reasonably requested by the College, within three (3) working days of receiving such a request.

**III. GENERAL RULES OF SERVICE**

- A. The College reserves the right to require the Contractor to remove any of the Contractor's personnel from the College's system at any time and for any reason.
- B. A Security Supervisor may assist in the performance of any duty as may be necessary to effectively discharge the requirements of the Contract.
- C. In situations where a Contractor's employee does not report for their shift and Contractor is unable to provide a replacement, but the Contractor is able to extend on site personnel for extra shifts or hours, Contractor agrees to absorb the difference in any "premium" or "overtime" wages that may be incurred, and CCAC shall be billed only for the "straight time" hours that the originally scheduled Contractor's employee would have worked.
- D. In situations where additional security personnel is required for special CCAC events and Contractor has been given suitable notice but is unable to provide them, but the Contractor is able to extend on site personnel for extra shifts or hours, Contractor agrees to absorb the difference in any "premium" or "overtime" wages that may be incurred, and CCAC shall be billed only for the "straight time" hours that the College would have paid for the additional personnel had the Contractor been able to provide them.

- E. The College reserves the right to obtain security services from another security service provider in any event or situation where the Contractor is unable to provide service for the minimum number of required hours or is unable to provide services for a special event upon the College's request.
- F. The College reserves the right to hire, at a later date, any person that has left the employment of the Contractor.
- G. If Contractor should consider a College Shift Supervisor or Site Supervisor for promotion within the company and the promotion will result in that individual being assigned outside the particular campus, the affected Campus Director of Safety & Security shall be given no less than ten (10) working days prior notice of the intended reassignment of the said Supervisor. An experienced, capable replacement must be made available within seven (7) working days of the notice and must be trained on-site by the departing Supervisor until all functions and responsibilities of the position are fully learned and understood.
- H. CCAC reserves the right to conduct follow-up investigations of the Contractor's operation, staffing qualifications, and/or Contractor's financial status at any time that it may desire throughout the duration of the Contract and any extensions thereof. College administration may schedule visits and/or inspect the Contractor's supervising office and methods of operation periodically.

## **ARTICLE FIVE – SPECIFIC PERFORMANCE OF THE CONTRACT**

### **I. CONTRACTOR'S PROVISION OF SERVICES**

The work required under Contract includes, but is not limited to, the following:

- A. The Contractor shall provide all the necessary labor necessary to completely execute the work specified within this RFP and any resulting Contract.
- B. The Contractor shall provide appropriate supervision and support to his/her CCAC site employees from the Contractor's office.
- C. The College requires a high level of continuity of the Contractor's security personnel and administrative representatives. The Contractor shall ensure that all CCAC assigned Security Officers are present **dressed in full uniform** in a dedicated capacity at all determined College posts and stations and the Contractor therefore shall not concurrently assign them to non-College clients or other locations.
- D. Security Officers, Sergeants and Shift Supervisors will generally work the following shifts: unless changed by the Campus Director of Safety & Security:

Morning Shift (First Shift)	7 am to 3 pm
Afternoon Shift (Second Shift)	3 pm to 11 pm
Night Shift (Third Shift)	11 pm to 7 am

E. Labor required at CCAC sites will include the following general classifications of Contractor employees:

- 1) Security Officer
- 2) Corporal
- 3) Sergeant
- 4) Lieutenant
- 5) Captain
- 6) Commander
- 7) Other rank specified by the Executive Director Emergency Management/Safety & Security.

F. General duties of each classification of Contractor's employees are as follows:

- 1) Security Officer (duties will vary among CCAC locations):
  - a. Security Officer/watchmen/patrol services.
  - b. Parking lot security.
  - c. Traffic control.
  - d. Crowd control at regular/special activity events.
  - e. Lock/unlock doors, control access to restricted areas.
  - f. Information assistance to visitors & others.
  - g. Escort service.
  - h. Assist in emergency situations & drills.
  - i. Respond to faculty/staff trouble calls.
  - j. Assist disabled persons.
  - k. Monitor visitors.
  - l. Maintain liaison with local authorities.
  - m. Maintain a daily maintenance check of the security vehicle and report vehicle maintenance concerns to the Director
  - n. Operate the photo Identification System if required.
  - o. Secure accident or incident scenes; preserve evidence.
  - p. Complete accident and incident reports electronically with accurate information.
  - q. Basic computer skills able to utilize online incident reports & other computer reporting tools
  - r. Other related duties as requested by the Executive Director Emergency Management/Safety & Security, Vice President & Chief Facilities Officer and the Campus Director of Safety & Security.
- 2) Sergeants (duties will vary among CCAC locations):
  - a. All the duties performed by Security Officer, if required.
  - b. Man and supervise the security office at assigned College location.
  - c. Answer security office phone and maintain call log.
  - d. Assist with reports of all accidents and incidents occurring on campus.
  - e. Maintain lost/found function.
  - f. Maintain campus security log.
  - g. Provide Campus Security Act information upon request.
  - h. Document activities occurring on shift.
  - i. Other related duties as requested by the Campus Director of Safety & Security.
  - j. Trains, guides, develops and motivates subordinates.

- k. Demonstrates initiative and common sense judgments in responding to emergencies
- 3) Lieutenants, Captains and Commanders (duties will vary among CCAC locations):
- a. All the duties of Security Officer and the Sergeants, as necessary.
  - b. Supervise all Security Officers and security function on shift, including keys, radios, etc.
  - c. Conduct on the job training of new Security Officers.
  - d. Conduct security patrols on foot and in CCAC vehicles.
  - e. Conduct investigations and write reports of incidents and accidents at CCAC locations.
  - f. Transport CCAC employees and authorized persons in CCAC vehicles.
  - g. Assist in conducting fire drills.
  - h. Inspect Security Officers on assigned posts on a regular basis.
  - i. Supervise all Security Officers, and lower ranked Officers at location.
  - j. Review, approve and submit all reports prepared at site.
  - k. Insure all posts on all shifts are inspected regularly.
  - l. Respond to all emergencies.
  - m. Report to the Campus Director of Safety & Security or designee as directed.
  - n. Maintain close communication and coordination with the Campus Director of Safety & Security.
  - o. Other related duties as requested by the Campus Director of Safety & Security.
- 4) Job duties of ranks not specified will be designated at the direction of the as Campus Director of Safety & Security.

## II. GENERAL DUTIES OF SECURITY OFFICERS:

- A. Security Officers are to report to their scheduled shifts and designated Shift Supervisor in a timely manner to receive any special instructions and to transfer keys and other items from the Security Officer being relieved.
- B. Each Security Officer shall complete daily report forms to report all incidents or suspicious events during his/her shift.
- C. The Contractor shall prepare a detailed weekly work schedule that will be made available for review by the Security Officers at each site. This schedule will be submitted to the Campus Safety/Security Administrator for review prior to issue to ensure Officer coverage for special events, or to identify periods where Officer coverage may need to be revised by the College.
- D. Contractor will utilize CCAC reporting forms for use by the Security Officers which include, but are not limited to: Incident Reports, Investigation Reports, Accident Reports, Patrol Logs, Vehicle Reports, Maintenance and Emergency Hazards Reports, and etc.
- E. Security Officers will observe and enforce all “Smoke Free” areas at the CCAC location where the Officer is posted.
- F. Security Officers will lock/unlock doors and buildings in accordance with the guidance provided by the Campus Director of Safety & Security. Security Officers will open designated building entrances and/or interior doors for custodial cleaning or service personnel to enter as may be required by the College.

- G. Security Officers will require proper identification and either make a photo copy of the ID, note the information in writing, or call the information in to the Sergeant when admitting anyone to a “secured” area. A CCAC ID is preferred over all other forms of ID. The reason, time of day entering and leaving should also be noted in accordance with campus policy.
- H. Security Officers will permit College staff and faculty members only into the areas of the premises where they have authorization to be. The Sergeant should be contacted to verify authorization.
- I. Security Officers are expected to be courteous, but should not unduly fraternize with students, staff or faculty of the College.
- J. Security Officers will not permit College property to be removed from a College building without proper written authorization. This authorization shall be obtained through the Campus Director of Safety & Security at least three (3) days in advance of the actual removal. The Sergeant shall have the written authorization prior to permitting the item to be removed from the premises.
- K. Security Officers will not give College-issued keys to anyone at any time, except to a relief Security Officer, the Campus Director of Safety & Security, or his designated representative. If a staff or faculty member needs into his office and has forgotten his key, the Officer may give him access, provided all other current procedures are followed.
- L. Shift and Supervisory positions are administrative positions and not normally assigned to posts. However, in the event of staff shortages or emergencies, they are permitted to man a post as necessary.
- M. Make proper notifications, (i.e. campus Maintenance, Security Administrator or other administrators) in the event of concerns to the campus to include maintenance and or safety concerns.
- N. Accurately observes surroundings, and reports any unusual conditions, noises, odors, events or improper behavior.
- O. Demonstrates initiative and common sense judgments in responding to emergencies.
- P. Security officers are required to have a basic knowledge Microsoft Office products, email communications, spreadsheets, and the ability to navigate camera monitoring equipment.

### **III. EMERGENCY RESPONSE DUTIES OF SECURITY OFFICERS**

- A. The CCAC Emergency Procedure Guidelines designate actions for emergency situations at all College locations (i.e. Parts I and Parts II, the Emergency flip chart and other documents set forth by College). In the event of a criminal act, an unauthorized entry, bomb threat or fire call, the following departments and/or College administrators shall be called in the order listed:
  - 1) Campus Director of Safety & Security
  - 2) Local police department or fire department (whichever is appropriate).
  - 3) County police department, if applicable.



- B. In the event of utility service emergencies, such as light and power failures, water leaks, steam leaks, etc., call all the following in the order listed:
- 1) Campus on call maintenance person
  - 2) Utility company involved
  - 3) Campus Director of Safety & Security
- C. In the event of personal injury emergencies, call the following in order listed:
- 1) Emergency medical aid (police, fire or ambulance service)
  - 2) Campus Director of Safety & Security.
  - 3) If a CCAC student is involved, call the respective Associate Dean of Students.

#### IV. QUALIFICATION REQUIREMENTS OF SECURITY PERSONNEL

- A. **SECURITY PERSONNEL QUALIFICATIONS/SCREENING.** In warranting that all personnel who shall be assigned to College meet the College's requirements and other requirements and conditions set forth in this RFP, the Contractor will:

- 1) Perform a thorough check of all applicant employment references and applicant's last place of employment for verification of dates and performance. No employee shall be assigned to a CCAC security assignment until such employment checks are completed.
- 2) Administer suitable pre- and post-employment tests or assessments consistent with security industry standards and/or as otherwise approved by the College. Such tests will include criminal background checks consisting of a federal history report, in addition to a state history report, and pre-employment drug screening in addition to random drug screening during their assignment at College. All such testing must be consistently performed for all Security personnel and with regard to all CCAC locations. Contractor is not permitted to pass the cost of any required criminal background checks to the applicant or employee.
- 3) Employ and assign at CCAC locations only persons who do not currently use illegal drugs and otherwise pass all criminal background checks and drug testing requirements set forth in this RFP or as may be otherwise designated by College. Contractor shall warrant that all required drug screening and criminal background checks will be fully completed and the results verified prior to allowing a Security duty assignment at any CCAC location.

**Clearances:** The three clearances are Pennsylvania Child Abuse History Clearance, Pennsylvania State Police Criminal Records Check, and Federal Bureau of Investigations (FBI) Criminal Background Check. The College has provided instructions on how to obtain these clearances and are available here or by going to <http://www.ccac.edu/hr>, selecting "HR Forms and Documents" from the left menu and locating the link named "CCAC Instructions on Clearances."

- 4) Not employ any person having a criminal conviction involving a felony conviction.

*The Contractor will advise the Campus Director of Safety & Security of any misdemeanor conviction of the applicant for review by CCAC. The College reserves*

*the right to request, review and verify all security personnel background checks and employment references as stated above and to review and approve all security applicants as deemed necessary by the College.*

- 5) Employ only persons who will be, prior to assignment, fully bondable, or are already bonded.
- 6) Employ persons with the ability to read, interpret and understand printed regulations and training instructions, and written orders, instructions, and reports.
- 7) Employ persons who have the ability to compose reports that convey complete and accurate information in readable, understandable formats, and who otherwise have the ability to communicate clearly, concisely and effectively, both orally and in writing, with College personnel, students and visitors.
- 8) Ensure that the applicable Contractor employees have current valid Pennsylvania driver's licenses as outlined in Article 5.IV.B(1) below. (This provision may be waived by the applicable Campus Director of Safety & Security if driving is not an essential requirement of the particular position.)
- 9) Ensure that Contractor's Officers, Sergeants, and Supervisors all possess the required AED, First Aid and CPR certifications described in Article 5.IV.B(2) below.
- 10) Ensure that Contractor's Supervisors assigned to CCAC locations meet all of the qualifications outlined for Security Officers. Supervisors must have at least one (1) year full-time security experience.
- 11) Employ only persons who are qualified for and able to perform all of the functions and duties of their position as set forth herein.
- 12) Ensure that all Contractors' employees successfully complete the training described in this RFP.
- 13) Not employ, at the same location, members of the immediate family or relatives of any Contractor employee. Unless it is waived by the Executive Director of Emergency Management/Safety & Security.

**B. REQUIRED CERTIFICATIONS OF SECURITY PERSONNEL**

- 1) All personnel approved to drive a College-owned security vehicle must have a current valid Pennsylvania driver's license with regard to those College locations having a designated licensed security vehicle.
- 2) All Contractor employees, per shift and per site, must be CERTIFIED in AED, First Aid, and CPR and be recertified on a biennial basis according to industry standards. This requirement is inclusive of each campus and off-campus center. The initial certification and biennial recertification will be provided by the Contractor at Contractor's sole cost.

**C. REQUIRED PERSONNEL VERIFICATION / DOCUMENTATION**

- 1) Contractor shall submit documentation verifying the above-stated requirements and certifications/licenses to the Campus Director of Safety & Security prior to each applicable Officer assignment, and thereafter upon request.
- 2) The College reserves the right to request, review and verify all security personnel background checks and employment references as stated above and to review and approve all security applicants as deemed necessary by the College.
- 3) The College reserves the right to interview, approve or decline Contractor's supervisory personnel candidates before assignment to College locations.

## V. PERSONNEL TRAINING REQUIREMENTS

In addition to any standard employment training of Security personnel by the Contractor, training for CCAC assigned Security personnel shall consist of two (2) parts or components as further described herein. The first component is twenty-four (24) hours of "pre-assignment orientation" at the contractor's site and 8 hours of OJT at each site. The second component is eight (8) hours of "annual refresher" training designed to improve employee knowledge and performance on the job.

- A. Pre-assignment Orientation Training: Contractor shall provide each Security Officer with thirty-two (32) hours of non-billable, documented pre-assignment orientation training beginning with the employee's first day of hired shall include, but not be limited to, the following subjects: basic orientation including ICS 100 Introduction to the Incident Command System, IS-907 Active Shooter, IS-906 Workplace Security Awareness, Campus Security Authority Training, Title IX Training, Narcan Training, patrolling, report writing, Designated CCAC policies and procedures, crisis intervention, and public relations. The new officer shall receive 8 hours of OJT at each site. Following completion of the training and a minimum of a successful 180-day probation period (all while assigned at CCAC), Contractor may bill the College for reimbursement of 16 training hours (eight (16) billable hours) at the then current minimum wage rate. Prior to duty assignment, Security Officers shall have read the applicable Security Officers Operational Manual. Contractor must have signed document of training and present documentation to the Executive Director of Emergency Management/Safety & Security.
- B. Annual Refresher Training: All of Contractor's CCAC assigned personnel shall receive eight (8) hours of annual refresher training provided by the Contractor or mutually agreed designee with the cost absorbed by the Contractor. The Contractor shall provide the necessary personnel and materials for the training. Training must be uniform across all of CCAC's locations. Attendance reports for said training shall be submitted upon completion to the Campus Safety/Security Administrator. The aforementioned annual refresher training can be waived only by the Executive Director Emergency Management/Safety & Security and Vice President & Chief Facilities Officer.
- C. Contractor and the Campus Director of Safety & Security shall establish a training curriculum which covers each of the above component modules within thirty (30) days of commencement of the Contract. The curriculum shall be reviewed and updated annually and submitted to the Executive Director Emergency Management/Safety & Security and Vice President & Chief Facilities Officer for approval no later than thirty (30) days following the annual anniversary date of the Contract or any renewal term.

- D. Attendance at training sessions by the CCAC assigned Security personnel is mandatory, unless waived as provided for in paragraph B above, and each associated Contractor employee must pass a College evaluation and examination, if required, of the material covered within the training sessions.
- E. Contractor shall maintain complete records of all individual, groups and supervisor's training conducted at Contractor's office and at College sites, and shall submit same documentation to the Executive Director Emergency Management/Safety & Security. The names and qualifications of the applicable training personnel shall also be recorded.
- F. The aforementioned AED, First Aid and CPR certification and biennial recertification (see Article 5.IV.B.2 above) shall be in addition to the post-assignment orientation and annual refresher training components detailed herein.

## **VI. UNIFORM REQUIREMENTS**

- A. Contractor will, at the time of proposal submittal, include a color photograph of the uniform proposed for College use. College maintains the right to reject the proposed uniform.
- B. Security Officers will wear basic Officer Uniforms at each and all CCAC sites designated by the Executive Director Emergency Management/Safety & Security. Uniforms will be provided by the Contractor at the Contractor's expense.
- C. Supervisors shall also wear uniforms. Shirt color may be different from Officer Uniforms.
- D. Contractor will provide uniforms that include solid black shoes, solid black belt, dark socks, trousers and shirt with company badge and name tag. Neck tie, caps or hats shall be optional at the discretion of the site security administrator; winter and inclement weather outdoor wear will include jacket, raincoat, and orange safety vest (as needed). Contractor will be proactive in monitoring the appearances of all CCAC assigned personnel and Contractor shall discipline and/or replace any such personnel reporting for duty in an unauthorized or unkempt uniform or poor personal appearance.

## **VII. WEAPONS/FIREARMS**

- A. The carrying of firearms or other lethal weapons by anyone on College property is prohibited, except when the College has specifically requested Armed Officer services of the Contractor.
- B. Prohibited lethal weapon items include, but are not limited to, nightsticks, Chemical Mace, explosives, knives or any other device prohibited by law or intended to inflict harm on persons or damage to property.
- C. When Armed Officers are requested by a Campus Director of Safety & Security, the Contractor will provide only armed security Officers who have been properly trained in safety and use of weapons and certified in accordance with the Commonwealth of Pennsylvania Lethal Weapons Training Act 235. The Contractor will provide proof of certification to the Campus Director of Safety & Security.

## VIII. GENERAL EQUIPMENT PROVISIONS

### A. EQUIPMENT TO BE PROVIDED BY CONTRACTOR:

- 1) All Officers on all shifts shall be equipped with and carry a flashlight supplied and maintained by the Contractor.
- 2) Security Officer Tour System (SOTS) via Trackforce etc. Contractor will be responsible for upkeep and maintenance of CCAC SOTS, or similar devices, used to clock Officers and their locations.

### B. EQUIPMENT TO BE PROVIDED BY THE COLLEGE:

The College will provide certain necessary items to the Security Contractor including but not limited to:

- 1) Two-way communication radios, pagers, and/or any other such device that may be deemed necessary by the College.
- 2) Appropriate keys to the facility.
- 3) Appropriate furniture for building watch stations or security office.
- 4) Security vehicles at certain locations.
- 5) Computer, software, print to permit schedule look-ups, ID verification, etc.
- 6) A limited amount of storage space for Contractor's equipment and material. The College cannot be responsible for loss due to fire, theft, etc. of any such stored items.
- 7) Appropriate forms and reports to be completed by the Security Officer Service.

C. The College will provide use of its telephone service to the Contractor to conduct CCAC-related security services business. The Contractor shall reimburse the College for the cost of any inappropriate phone use by Contractor's employees.

D. Contractor shall reimburse the College for any loss incurred due to the negligence of the Contractor and/or Contractor's employees. Such reimbursements shall be made within a reasonable time period not to exceed ninety (90) days.

E. COLLEGE SECURITY VEHICLES: Vehicles are currently used for security purposes as follows:

2011 Ford Ranger,	VIN: 1FTLR4FE1BPB22146	Boyce Campus.
2012 GMC Canyon,	VIN: 1GTJ6MF99C8146810	South Campus.
2017 Ford Escort,	VIN: 1FMCU9GD9HUC54644	West Hills
2017 Ford Escort,	VIN: 1FMCU9GD5HUC54643	North Campus
2017 Ford Escort,	VIN: 1FMCU9GD5HUC54642	Allegheny Campus

- 1) Contractor shall be responsible for the general care and cleanliness of the vehicles provided for security patrol use. Security vehicles are not to be taken off site except as directed or approved by the Campus Director of Safety & Security.
- 2) Insurance Requirement - The Contractor shall include the College provided Security vehicles on Contractor's auto liability insurance naming the College as an additional insured to the extent that the College's interest may appear. The College insurance shall be primary with respect to physical damage on College-owned vehicles. The Contractor shall be responsible for reimbursing the College for the physical damage deductible.

- a. Proof of the above coverage and additional insured status must be provided to the College upon contract award and in conjunction with all other Insurance Requirements as delineated in Appendix E attached hereto.

<b>Allegheny</b>		<b>Positions</b>	<b>Hour per Year x position</b>	<b>Remarks</b>
Cmdr		1	1960	
Capt		1	1960	
Sgt		5	1960	
Officer		13	1960	
<b>OCS</b>				
Officer		3	1960	
<b>Homewood</b>				
Corp		1	1960	
Officer		1	1960	
<b>Boyce</b>				
Cpt		1	1960	
Lt		1	1960	
Officer		6	1960	
<b>North</b>				
Cpt		1	1960	
Sgt		2	1960	
Officer		2	1960	
<b>West Hill</b>				
Cpt		1	1960	
Sgt		1	1960	
Officer		3	1960	
<b>South</b>				
Cpt		1	1960	
Lt		1	1960	
Sgt		2	1960	
Officer		6	1960	
<b>Washington/HS</b>				
Officer		2	1960	
<b>Braddock Hills</b>				
Officer		2	1960	
<b>These hours and categories are strictly annual estimates for quoting purposes of this RFP, and will vary depending on the College's scheduling requirements. CCAC has the sole right to change hours as needed.</b>				

## APPENDIX A

### REQUEST FOR PROPOSAL 3118 – SECURITY OFFICER SERVICES

#### PRICING SHEET – Page 1 of 2

(For term of July 1, 2020 through June 30, 2023)

Position	Estimated <u>Annual</u> Hours	Employee Pay Rate*	Mark-up %**	Billing Rate***	Total (Est. Hours x Billing Rate)
Officer 1 (U)	33,320	\$12.95	_____ %	\$ _____	\$ _____
Officer I	41,160	\$12.50	_____ %	\$ _____	\$ _____
Sergeant	23,520	\$14.50	_____ %	\$ _____	\$ _____
Lieutenant	3,920	\$14.76	_____ %	\$ _____	\$ _____
Captain	9,800	\$16.61	_____ %	\$ _____	\$ _____
Commander	1,960	\$19.40	_____ %	\$ _____	\$ _____

#### For Non-Union Minimum

Officer I & II     5 Vacation Days/ 1 PTO  
Supervisor       5 Vacation Days/ 3 PTO

**Annual Grand Total:** \$ \_\_\_\_\_

Submitting Company's Name: \_\_\_\_\_

Please note that the Estimated Annual Hours referenced above are for pricing purposes and not a guarantee of actual hours. The College intends to utilize the Security Contractor in the most efficient and effective manner practicable. Therefore, the actual hours per year may be lower or higher than those depicted herein. CCAC will negotiate actual pay rates with the proposed contractor prior to contract inception.

\* **Employee Pay Rate** shall be the estimated minimum hourly amount each employee is paid by the Contractor as negotiated between the College and proposed security contractor prior to the commencement of the contract and at various stipulated times during the term thereof.



## Breakdown by Campus/Site

### REQUEST FOR PROPOSAL 3118 – SECURITY OFFICER SERVICES

#### PRICING SHEET – Page 2 of 2

**\*\* Mark-up Percentage (%)**, for purposes of this proposal, is the difference between Employee Pay Rate and the Billing Rate. Mark-up percentage shall be all-inclusive and be sufficient to enable the prospective contractor to meet all requirements and perform all duties of the contract as specified herein. Mark-up Percentage shall include but not be limited to: Contractor's profit, overhead, training of personnel, supervision, bonding, commercial liability insurances, workers' compensation insurance, benefits, equipment, uniforms, materials, etc.

The following shall be considered "normal work benefits" and included in the mark-up percentage:

- Security Officers who are required to work the three major holidays of Thanksgiving Day, Christmas Day and New Year's Day are to receive time and one half remuneration ***at the Contractor's expense*** (overtime is not billable to the College and must be included in Mark-Up Percentage). An alternative holiday may be substituted for Christmas Day.
- Security Officers cannot be required to pay for their own criminal background check. (This item is **not** chargeable to the employee must be included in the Mark-Up Percentage.)
- Security Officers cannot be required to pay for a portion of their uniform cost and are not to be charged a weekly uniform rental. (This item is **not** chargeable to the employee and must be included in the Mark-Up Percentage.)

**Violation of these provisions would constitute a material breach of this contract for failure to pay assigned security Officers the stipulated minimum wage in this RFP.**

**\*\*\* A simple Mark-up Percentage must be used to determine the Billing Rate.** As an example, if the Employee Pay Rate is \$8.00 and the proposed mark-up is 20%, the Billing Rate will be  $\$8.00 \times 1.20$  or \$9.60.

For purposes of the RFP, "Mark-up" is defined as the percentage (converted to dollars and cents) added to the hourly rate paid to the employee to equal the rate to be billed to CCAC.

CCAC is utilizing the following calculation to determine Billing Rates: The "Employee Pay Rate" multiplied by the "Mark-Up Percentage" as to be quoted above equals the "Billing Rate".

As an example, using the above fill in line and a hypothetical "Mark-Up Percentage" of thirty percent (30%) as applicable to the Employee Pay Rate for a "Officer", the calculation would yield a Billing Rate of \$10.40.

[Officer:  $\$8.00 \times 1.30$  (Mark-up Percentage per vendor's proposal) = \$10.40 Billing Rate.]

As another example, using the above fill in line and a hypothetical "Mark-Up Percentage" of forty-three percent (43%) the calculation for a "Officer" would yield a "Billing Rate" of \$11.44.

[Officer:  $\$8.00 \times 1.43$  (Mark-up Percentage per vendor's proposal) = \$11.44 Billing Rate.]

Please feel free to provide any additional information you deem necessary in order for the College to evaluate your proposal effectively.

Submitting Company's Name: \_\_\_\_\_

## APPENDIX B

REQUEST FOR PROPOSAL 3118 – SECURITY OFFICER SERVICES

### CONTRACTOR SUBMITTAL FORM

#### GENERAL INFORMATION

1. Legal Name of Organization: \_\_\_\_\_
2. Principal Office/Business Location:  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_
3. Business Phone Number: \_\_\_\_\_
4. Fax Number: \_\_\_\_\_
5. Website Address: \_\_\_\_\_
6. Location of Branch Offices: \_\_\_\_\_
7. Years in Business: \_\_\_\_\_
8. Number of Employees: \_\_\_\_\_
9. Federal Employer Tax ID No.: \_\_\_\_\_

#### ORGANIZATION STRUCTURE

1. Type of Business Entity (check one):  
☐ Corporation      ☐ Partnership      ☐ Other (*please attach document describing ownership structure*)
2. Corporation Information (if applicable):  
Date of Incorporation: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
President: \_\_\_\_\_  
Vice-President(s): \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_
3. Partnership Information (if applicable):  
Date of Organization: \_\_\_\_\_  
Type (limited; general): \_\_\_\_\_  
Name/Addresses of Partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Is your Organization Otherwise Licensed and Authorized to Conduct Business in Pennsylvania? \_\_\_\_\_

6. Are you a certified M/W/DBE? If so, list certification number and classification:

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7. Indicate whether you anticipate subcontracting any portion of these services, and the names and addresses of any proposed subcontractors:

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#### QUALIFICATIONS

1. List major contracts for similar type work or services that your organization has performed or completed in the last five years:

NAME	ADDRESS	PHONE NUMBER/EMAIL ADDRESS

2. Has a customer ever terminated a contract with you? If so, please describe the circumstances:

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3. Please provide the name, address and telephone of agent that will be handling your insurance for this project:

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4. In connection with an evaluation of your proposal and qualifications, you may be asked to submit a statement of financial condition, including your most recent audited financial statement or balance sheet, which must contain current assets and liabilities. Are you willing to submit this information if requested?

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5. Does your company have any pending litigation regarding contract disputes? If yes, please provide details of dispute.

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**6. Please provide an organizational chart listing all positions supporting your operation.**

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**7. Do you have union contracts in place? If so, describe your relationship with local union officials.**

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**8. Describe your recruiting and hiring process.**

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**9. List the qualifications security personnel must have and the minimum criteria applicants must meet before being hired.**

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**10. Describe your succession planning and development of security officers and supervisors.**

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**CONTACT INFORMATION FOR RFP RESPONSE**

Please provide the requested information for the individual(s) responsible for preparing your organization's response to this RFP and/or to whom requests for additional information or clarification should be directed:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**ACKNOWLEDGMENT AND SIGNATURE**

**By submitting a proposal the vendor acknowledges that the following items are hereby understood and agreed to:**

The undersigned, having carefully examined all sections and attachments to this Request for Quality, does hereby offer to furnish all labor, materials, equipment, supplies, insurance and bonds specified, and all services necessary to fulfill the contract in accordance with the RFP which is/are hereby acknowledged by the signature below.

**STATEMENT OF NON-COLLUSION**

The undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on this same service and is in all respects, fair and without collusion or fraud.

**SIGNATURE OF OFFERTORY** (must be signed by a *duly authorized officer or agent of the responding company*)

**Company Name:** \_\_\_\_\_

**Signature of Representative:** \_\_\_\_\_

**Printed Name of Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPENDIX C

### INSURANCE and INDEMNIFICATION REQUIREMENTS

#### SECURITY OFFICER SERVICES

**Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Community College of Allegheny County (CCAC), its agents, officers, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Contract. The amount and type of insurance coverage requirements of this Contract will in no way be construed as limiting the scope of indemnification in this Paragraph.

**Insurance.** Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in Pennsylvania with a current A.M. Best rating of A- or better. At the signing of this Contract, and prior to the commencement of any work, Contractor shall furnish the CCAC Purchasing Department with a Certificate of Insurance evidencing the required coverage, conditions, and limits required by this Contract at the following address: Community College of Allegheny County, Purchasing Department, 800 Allegheny Avenue, Pittsburgh, PA 15233.

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Community College of Allegheny County, its agents, officers, employees, and volunteers as Additional Insureds with the following language or its equivalent:

*Community College of Allegheny County, its agents, officers, employees, and volunteers are hereby named as additional insureds as their interest may appear.*

All such Certificates shall provide a 30-day notice of cancellation. Renewal Certificates must be provided for any policies that expire during the term of this Contract. Certificate must specify whether coverage is written on an Occurrence or a Claims Made Policy form.

Insurance coverages required under this contract are:

- 1) **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract.
- 2) **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles.
- 3) **Workers' Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 4) **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.
- 5) **Umbrella Liability** insurance with a limit of liability of not less than \$3,000,000 per occurrence.

**Important note:** For the purposes of this RFP 3051, the requirements stated herein this form are not all inclusive and additional insurance and indemnification requirements will be required of the Contractor as further provided in the applicable sections of the RFP.

## APPENDIX D

COMMUNITY COLLEGE OF ALLEGHENY COUNTY  
800 ALLEGHENY AVENUE, PITTSBURGH PA 15233

Bond Number \_\_\_\_\_

### PERFORMANCE BOND

Know all men by these Presents that we “TO BE COMPLETED ONLY BY AWARDEE”  
(hereinafter called “Principal”) as Principal, and \_\_\_\_\_  
authorized to do business in the Commonwealth of Pennsylvania (hereinafter called “Surety”) as Surety, are held  
and firmly bound unto the Community College of Allegheny County, through its Board of Trustees,  
\_\_\_\_\_ in the sum of \_\_\_\_\_

to be paid to the said College aforesaid, its certain attorney, or assigns. To which payment will and truly be made,  
said principal and said surety to bind themselves their respective successors or assigns jointly and severally, firmly  
by these presents.

WITNESS our hands and seals, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WHEREAS the above bounded \_\_\_\_\_  
\_\_\_\_\_ has filed with the Community College of Allegheny County, proposals for  
the \_\_\_\_\_

The Condition of the above Obligation is such that if the said \_\_\_\_\_  
shall perform \_\_\_\_\_

In accordance with the agreement between \_\_\_\_\_  
and the Community College of Allegheny County of even date herewith and the specifications and proposals attached  
to and made part of the agreement, and shall indemnify and save harmless the said Community College of Allegheny  
County from all liens, charges, demands, loss and damages of every kind and nature, whatsoever. Then this  
obligation to be void, otherwise to be and remain in full force and virtue.

Attest: \_\_\_\_\_ (SEAL)  
CONTRACTOR

\_\_\_\_\_  
SECRETARY PRESIDENT (SEAL)

Signed, Sealed and delivered in presence of

\_\_\_\_\_  
SURETY COMPANY (SEAL)

\_\_\_\_\_  
ADDRESS (SEAL)

\_\_\_\_\_  
TITLE (SEAL)

## **APPENDIX E**

### **CONTRACTOR'S PROPOSAL FOR PROVISION OF SECURITY SERVICES (TO BE INSERTED HERE)**



## SECURITY SERVICES AGREEMENT (Awardee only)

THIS SECURITY SERVICES AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_, 2020, by and between COMMUNITY COLLEGE OF ALLEGHENY COUNTY, with offices located at 800 Allegheny Avenue, Pittsburgh, PA 15233 ("College") and \_\_\_\_\_, with offices located at \_\_\_\_\_ ("Contractor").

### WITNESSETH

WHEREAS, College has a need for security services and related staffing across its campuses and learning centers; and

WHEREAS, Contractor is a provider of security services and personnel and possesses substantial experience providing professional security services and staffing to customers in both the educational and private sectors.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Services Provided. Pursuant to the terms and conditions of this Agreement, Contractor will provide to College all security services, staffing and related equipment described in the College's Request for Quality for Security Officer Services (the "RFP"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The staffing and security services described in and required by the RFP shall hereinafter be collectively referred to as the "Services."

2. Term. This Agreement shall commence as of July 1, 2020 (the "Effective Date") and shall continue until June 30, 2022, unless sooner terminated as provided in Section 3 below. The College shall have the option, in its sole discretion, to renew this Agreement for up to two (2) additional two-year terms (first option term of July 1, 2022 through June 30, 2024; and second option term of July 1, 2024 through June 30, 2026) upon sixty (60) days' written notice to Contractor.

3. Termination; Effect of Termination:

(a) College may terminate this Agreement, at any time and for cause, in the event that Contractor breaches any term, condition or warranty of this Agreement or otherwise fails to perform any of its duties or obligations hereunder, provided that College has provided Contractor with thirty (30) days prior written notice of the claimed breach or failure to perform, and Contractor has failed to cure such breach or failure to perform within such period to the satisfaction of the College. Notwithstanding the foregoing, the aforementioned thirty (30) day cure period shall not apply, and College shall have the right to immediately terminate this Agreement, in the event that Contractor's breach or failure to perform involves, in the College's opinion, public safety risks or immediate or imminent danger or damage to College's facilities or equipment.

(b) Contractor shall immediately notify College in writing upon the filing of a petition in any form of bankruptcy pursuant to 11 U.S.C.A. § 1, et seq., voluntary or involuntary, in which it is designated as a debtor, or in the event Contractor makes an assignment for the benefit of creditors or otherwise seeks protection from its creditors under any applicable insolvency law. College may terminate this Agreement immediately upon written notice to Contractor in the event of any of the foregoing without any liability or further obligation to Contractor; provided, however, that the occurrence of any of the foregoing will not

release Contractor from its obligations under this Agreement, and Contractor shall continue to provide all services and work required under this Agreement unless and until this Agreement is terminated by College.

(c) Upon receipt of a termination notice pursuant to paragraphs (a) or (b) above, Contractor shall promptly discontinue all Services and vacate College's premises, unless otherwise directed by the notice of termination. College shall have the right before and/or after termination to (a) take over the work and prosecute the same to completion by agreement with another contractor; (b) recover by law from Contractor any and all damages sustained by reason of non-compliance with or breach of the contract, including without limitation the cost of obtaining cover Services from another contractor; (c) withhold any and all payments to Contractor that may be outstanding and apply the same to offset any damages; and/or (d) invoke the Contractor's Performance Bond. The foregoing shall be in addition to all other rights and remedies available to College, at law or in equity, arising out of Contractor's breach of or failure to perform this Agreement.

(d) College may terminate this Agreement, for its convenience and without cause, by providing Contractor with ninety (90) days written notice of termination. Upon termination under this paragraph, the Contractor acknowledges and agrees that it shall not be entitled to, nor shall it make a claim for, lost profits or loss of anticipated earnings resulting from any such termination, and that its sole and exclusive remedy shall be payment for Services provided through the effective date of the termination.

(e) Upon any expiration or termination of this Agreement, Contractor shall, at the College's sole option, continue to provide the Services in accordance with the terms and conditions of this Agreement until a new contractor is able to commence operations; provided, however, that this interim period shall not exceed six (6) months from the effective date of termination. Contractor shall utilize its best efforts to cooperate with and transition the Services to the new contractor during this interim period.

4. Rates for Services. Contractor shall provide all Services required by this Agreement at the pricing and rates set forth in its Proposal, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference. These rates shall not be changed or increased during the term of this Agreement unless separately agreed to by College in a written and duly executed amendment to this Agreement. Contractor further represents and warrants that the pricing and rates set forth on Exhibit B are complete, and that no additional charges, taxes or fees of any type will be added to such prices and rates.

5. Invoices. Contractor shall invoice and receive payment for Services provided in the manner set forth in the RFP.

6. Contractor's Warranties.

(a) Contractor represents and warrants that all Services and work performed by Contractor and its employees, subcontractors and agents under this Agreement shall (i) fully conform to and comply with the scope of work and other terms, conditions and requirements set forth in the RFP and the Proposal submitted by Contractor in response thereto; (ii) be performed in a skillful and competent manner, in conformance with the level of care and practice customary in the security services industry; and (iii) be performed to the reasonable satisfaction of College. Contractor further represents and warrants that it possesses and will maintain sufficient and qualified personnel and all equipment necessary to perform the Services specified in the RFP. In the event that the Services are not performed to the satisfaction of College, Contractor will cancel all charges for unsatisfactory services and furnish a replacement as soon as possible. Contractor agrees to correct any non-conforming work or Services upon thirty (30) days' notice thereof. If Contractor fails to timely correct non-conforming work, Contractor shall reimburse the College for any and all costs incurred by College to correct obtain conforming work or Services, including without limitation the cost of obtaining cover Services from another contractor. The foregoing shall be in addition to all other

rights and remedies available to College, at law or in equity, arising out of Contractor's breach of or failure to provide Services which conform to the foregoing warranties hereunder.

(b) Contractor represents and warrants that all employees assigned to provide Services to College hereunder shall meet or exceed the qualifications for the position to which they are assigned, and meet all other applicable conditions, licensing, certification and other requirements set forth in the RFP or otherwise required by law. Such conditions precedent shall include, but are not be limited to (i) the successful completion of criminal and child abuse background checks and pre-employment drug testing, each in form and manner designated by College; and (ii) any other employment testing, background checks or screening services otherwise specified in the RFP or communicated in writing by College to Contractor during the term of this Agreement. Contractor further agrees that it will not assign any employee to provide Services to College who, on the basis of information contained on such background checks and/or clearances, would be disqualified from employment directly by the College under the College's policies, as then in effect, or whose criminal history record otherwise evidences a conviction for any felony offense. Contractor represents and warrants to College that all background checks performed by Contractor shall be in compliance with all applicable federal, state and local statutes, ordinances, rules and regulations, including without limitation the requirements of the federal Fair Credit and Reporting Act.

(c) Contractor further represents and warrants that is not under suspension or debarment by any governmental entity, instrumentality, or authority. Contractor's representations hereunder shall be deemed ongoing from and after the Effective Date through the termination or expiration date of this Agreement. If at any time during the term of this Agreement the Contractor is suspended or debarred by the federal government, or any other state or governmental entity, then Contractor shall notify College within fifteen (15) days of the date of such suspension or debarment. The failure of the Contractor to notify College of any such suspension or debarment shall constitute an event of breach of this Agreement.

#### 7. Contractor's Duties.

(a) Contractor shall pay its bona fide financial obligations to third parties in a timely manner, and shall keep the College's property free and clear from all claims and liens asserted by any person, firm, corporation, or business association arising out of its furnishing of the Services.

(b) Contractor shall, upon College's request, provide College with adequate assurance of its ability to continue to provide the Services and to otherwise continue to perform under this Agreement, including without limitation audited financial statements or other reasonable evidence of its financial liquidity.

(c) Contractor shall be responsible for paying any and all taxes, governmental charges and/or expenses incident to its performance of the Services.

(d) Contractor shall obtain and maintain at its sole expense, and in its name, all necessary licenses, approvals, certifications and permits required to perform the Services required by this Agreement.

(e) Contractor shall at all times comply with, and shall be responsible for ensuring its employees compliance with, all applicable federal, state and local statutes, ordinances, rules and regulations in its performance of the Service and in otherwise performing its obligations under this Agreement, including but not limited to all applicable student records confidentiality laws, and all relevant CCAC policies.

(f) Contractor shall be responsible for any loss or damage to property and vehicles owned or leased by College that are in Contractor's possession or control and which are provided by College to Contractor for its use in connection with the performance of the Services.

(g) Contractor acknowledges that provision of the Services at each of its locations represents an integrated and interdependent service, and the provision of Services at any individual location cannot be severed from the Services provided at any other location.

(h) Contractor shall immediately notify the College of any situation or event involving its employees which has the reasonable possibility of disrupting the operation of College or its programs or which poses a threat of illness or injury to any employee or student or College. Contractor shall comply with all requests made by College relating to efforts to mitigate or resolve any such potential disruptions or threats, and shall follow all recommendations made to the College relating thereto by law enforcement or other governmental agencies.

(i) In the event that the Services to be performed by Contractor hereunder will be transitioned to Contractor from another party, Contractor will, at its sole cost and expense, take all necessary action prior to the Effective Date to transition the performance of the Services from such other contractor and to otherwise be able to fully perform the Services as of the Effective Date. College and its staff and personnel shall provide such assistance to and cooperation with Contractor as may be reasonably requested by Contractor to facilitate such transition.

8. Independent Contractor.

(a) Contractor shall act at all times as an independent contractor hereunder, and nothing contained herein shall be construed to create the relationship of principal and agent, and no tenancy, partnership, joint venture, agency, fiduciary, employment or other relationship is created by this Agreement or shall be deemed or construed to exist by reason of the Services and work to be performed by Contractor hereunder. Contractor shall not be authorized or permitted to order any goods or services, incur any indebtedness, or enter into any obligation or commitment on College's behalf. Contractor shall have no authority to contractually bind College or act on its behalf and shall not represent to any person or entity that it has such authority.

(b) Any Contractor employees assigned to perform the Services for College are solely the employees of Contractor, and Contractor acknowledges and agrees that such individuals shall not be entitled to participate in the College's employee benefit plans, including but not limited to medical, dental, vision and other insurance plans or any pension or retirement benefit plan offered to employees of College. It is further acknowledged and agreed that no Contractor employee assigned to provide Services to College hereunder shall be covered by any collective bargaining agreement applicable to College employees. If, notwithstanding the foregoing, an employee of Contractor assigned to College shall be deemed an employee of College for any purpose, Contractor shall indemnify, defend and hold College harmless from and against any and all claims, liabilities, costs and expenses, including attorney's fees, that College may incur by reason thereof as a result of Contractor's failure to properly perform its obligations under this Agreement.

(c) Contractor shall designate a representative for each campus location of College who shall be responsible for coordinating the performance of Services at that location under this Agreement. Contractor shall ensure that its employees are notified

of, receive appropriate training regarding, and at all times comply with College's rules governing safety, non-discrimination, confidentiality and conduct, as well as all other requirements related to the performance of the Services under federal, state and local statutes, ordinances, rules and regulations.

9. Contractor Employees.

(a) Contractor shall recruit, interview, test, select, hire and train its employees who provide the Services hereunder. Contractor shall have sole responsibility to counsel, discipline, review, evaluate, set the pay rates of and terminate its employees who are assigned to provide Services to College. Notwithstanding the foregoing, College, at its option, may participate in the interviewing and selection process for any supervisory or Officer positions that may become open or available at any of its locations.

(b) Contractor shall be solely responsible for paying all wages and other compensation that is due or may become due to its employees, and shall further be responsible for maintaining worker's compensation, unemployment compensation and any other similar insurance or benefits for or on behalf of its employees in full compliance with all applicable laws. Contractor assumes full responsibility for all contributions, taxes and assessments with respect to its employees under all applicable federal, state and local laws (including withholding from wages of employees where required). Contractor represents and warrants that it will comply with all federal, state and local labor and employment laws applicable to employees of Contractor, including but not limited to laws prohibiting discrimination on the basis of race, sex, marital status, sexual orientation, age, national origin or ethnicity, physical or mental disability, religion, citizenship status, veteran status or any other category or status protected by law; laws relating to the payment of wages and compensation, including without limitation the Fair Labor Standards Act and the Pennsylvania Wage Payment & Collection Law; all laws pertaining to the employment of unauthorized or alien workers; and any other federal, state or local laws, rules, regulations and ordinances, and any amendments thereto, regarding compensation, benefits, hours of work, or the terms and conditions of employment. Contractor agrees that it will promptly notify College in writing of any claim of unlawful discrimination, harassment or retaliation of which Contractor is made aware by an employee of Contractor who is assigned to provide Services to College and which arises out of such employee's assignment at College. Contractor shall cooperate fully with College to the extent permitted by law in any investigation of such a claim.

(c) Contractor agrees to require its employees providing Services to College to carry and display an identification badge in form approved by the College.

(d) Contractor agrees to remove or reassign any employee assigned to College upon request of College. Notwithstanding the foregoing, Contractor has the sole right to make final hiring and staffing decisions relative to its employees.

(e) Contractor shall ensure that its employees are notified of and receive appropriate training regarding College's rules governing safety, non-discrimination, confidentiality and conduct, as well as all other requirements related to the performance of this Agreement under federal, state and local statutes, ordinances, rules and regulations.

(f) Contractor shall not assign any former employee of College to perform Services under this Agreement without first obtaining the prior consent of College.

10. Indemnification.

(a) Contractor shall defend, indemnify and hold College and its Board of Trustees, officers, employees, agents, representatives, and affiliates ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees, court costs and fees for other professional services) (individually and collectively, "Claim(s)") that are attributable to bodily injury, sickness, disease or death of any person or persons, environmental liabilities, or to injury to or destruction of tangible property, including loss of use and consequential damages resulting therefrom, which arise out of or result in any way from Contractor's performance of this Agreement, including without limitation (i) any act, omission, negligence, gross negligence or intentional action or omission of Contractor and/or any of its agents, employees or subcontractors; (ii) Contractor's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; or (iii) any tangible action affecting or relating to the employment status or other terms and conditions of employment of any employee or prospective employee of Contractor (e.g. failure to hire or promote, demotion, discipline, payment of compensation, termination of employment); provided, however, that in each case College shall give prompt notice, cooperation and assistance to Contractor relative to any such claim or suit, and provided further in each case that College shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore). Contractor shall not, without the College's prior written consent, which consent shall not be unreasonably withheld, settle or compromise any Claim or consent to entry of any judgment with respect to any Claim which would have a material adverse effect on the College.

(b) The defense and indemnification obligations of Contractor under paragraph (a) shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and Contractor hereby expressly agrees to waive any provision of any such statute or act whereby Contractor could otherwise preclude its joinder as an additional defendant, or avoid liability in any action at law or in equity or otherwise, where Contractor's employees or employees of Contractor's subcontractors or their heirs, assigns or anyone else otherwise entitled to receive damages by reason of injury or death brings an action against College.

(c) It is expressly understood and agreed that the indemnification obligations of Contractor hereunder shall survive the termination or expiration of this Agreement.

11. Confidentiality.

(a) Contractor agrees that it will not disclose or make available any Confidential Information (as herein defined) of College to any person or entity, nor shall Contractor make or cause to be made, or permit or allow, either on its own behalf or others, any use of such Confidential Information other than for the provision of Services hereunder. Contractor agrees not to use, transcribe, copy, duplicate or otherwise reproduce or retain all or any portion of any written Confidential Information or copies thereof and agrees that all written Confidential Information or copies thereof will be returned to College promptly upon termination of this Agreement or upon request of College. Contractor shall exercise the same degree of care in the protection of the College's Confidential Information as it exercises with respect to maintaining the confidentiality of its own proprietary and trade secret information.

(b) "Confidential Information" as used herein includes any oral, written, graphic or machine readable information including, but not limited to, that which relates to business plans, strategies, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software,

hardware configuration, computer programs, marketing or finances of College. Confidential Information shall also include educational records, financial information, consumer data and information and health information relating to the College's students, including without limitation such records as are protected from unauthorized disclosure under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232, and its implementing regulations; personnel records and other information relating to the College's employees which may be obtained, accessed by, disclosed, disseminated to or obtained by Contractor in the course of performing this Agreement; and any other information designated by College as confidential.

(c) Contractor agrees that, upon request of College, it will require employees of Contractor providing Services to College to execute a confidentiality agreement with College.

(d) Any unauthorized use by Contractor of College's Confidential Information shall be at Contractor's sole risk and liability.

(e) Without limiting its other remedies available at law or in equity, College shall be entitled to injunctive relief in any court of competent jurisdiction to prevent the violation of this Section or other disclosure of its Confidential Information by Contractor.

(f) Contractor's obligations of confidentiality and nondisclosure as set forth above shall continue to apply after this Agreement expires or terminates.

12. Insurance. Contractor shall procure and maintain the following insurance during the term of this Agreement:

- (a) Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual liability coverage, including but not limited to the liability assumed under the indemnification provisions of this Agreement;
- (b) Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles;
- (c) Workers' Compensation insurance in full compliance with and to applicable statutory limits;
- (d) Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit;
- (e) Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or Services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim; and
- (f) Umbrella liability insurance with a limit of liability of not less than \$3,000,000 per occurrence.

All policies of insurance described above, with the exception of Worker's Compensation and Professional Liability insurance, shall be endorsed to name Community College of Allegheny County and its trustees, agents, officers, employees, and volunteers as Additional Insureds. Except to the extent otherwise specified in the RFP, all insurance shall be primary with respect to any insurance or self-insurance programs covering or available to College or its agents, officers, employees, and volunteers,

and shall contain standard separation of insureds provisions. Contractor shall place all required insurance with insurers having an A.M. Best Company rating A- or better and which are licensed to do business in Pennsylvania.

Upon or prior to execution of this Agreement, and in no event later than the Effective Date, Contractor shall furnish the College with certificates of insurance, and certified copies of endorsements and policies, which clearly evidence all insurance coverage, conditions and limits required by this Agreement. Certificates of insurance shall be delivered to College at the following address:

Community College of Allegheny County  
ATTN: Purchasing Department  
800 Allegheny Avenue  
Pittsburgh, PA 15233

All such Certificates shall provide a 30-day notice of cancellation. Renewal Certificates must be provided for any policies that expire during the term of this Agreement. Each certificate must specify whether coverage is written on an Occurrence or a Claims Made Policy form. The amount and type of insurance coverage requirements set forth in this Section will in no way be construed as limiting the Contractor's obligation to indemnify College under Section 10 of this Agreement.

13. Performance Bond. Prior to or contemporaneous with the execution of this Agreement, Contractor shall procure and deliver to College a performance bond in the form and amount specified in the RFP.

14. Audit/Inspection. College shall have the right, upon seventy-two (72) hours prior notice, but no more than once annually, to inspect and audit Contractor's books and employment records relating to its performance of this Agreement and the duties and obligations set forth herein. Any such audits shall be conducted during Contractor's normal business hours and in a manner that does not materially disrupt Contractor's business operations. College (or its designee) agrees to maintain the confidentiality of records it reviews by signing a reasonable and mutually agreed upon confidential and nondisclosure agreement in advance. Contractor shall provide College with any requested form of confidentiality agreement for review promptly upon notice of an audit under this subsection (e), and the commencement of an audit hereunder shall not be delayed by any failure to provide or agree upon the form of agreement between Contractor and College.

15. Assignment; Binding Effect. Contractor may not assign, subcontract, or sublet this Agreement or its performance hereunder, in whole or in part, without the prior written consent of College. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended. This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their respective permitted successors, assignees and transferees.

16. Notices. All notices that may be necessary or proper for either College or Contractor to give or deliver to the other shall be sent and shall be deemed given when sent by registered or certified mail, postage prepaid and return receipt requested, to the following addresses:



<u>To College:</u>  J.B. Messer Vice President & Chief Facilities Officer Community College of Allegheny County 800 Allegheny Avenue Pittsburgh, PA 15233	<u>To Contractor:</u>
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<u>With copy to:</u>  Anthony DiTommaso Assistant VP, Procurement, Compliance & Legal Services Community College of Allegheny County 800 Allegheny Avenue Pittsburgh, PA 15233	<u>With copy to:</u>
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17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules. The state and federal courts located in Pittsburgh, Pennsylvania, to the personal jurisdiction of which each party consents, shall have exclusive jurisdiction over any dispute arising out of the construction, interpretation or enforcement of this Agreement.

18. Non-Discrimination. Contractor agrees that, at all times in the course of performing this Agreement, it will comply with College's Non-Discrimination Policy, as then in effect, and which is presently stated as follows:

The Community College of Allegheny County (CCAC) and its Board of Trustees are committed to the principle of equal opportunity in education and employment for all. CCAC does not discriminate based upon race, color, religion, national origin, ancestry or place of birth, sex, gender identity or expression, sexual orientation, disability, use of a guide or support animal due to disability, marital status, familial status, genetic information, veteran status, or age. Creating, supporting and sustaining a diverse community prepares our students to be effective in the world outside of CCAC.

19. MWDBE Participation. Contractor agrees that it will (1) if qualified, to take reasonable and timely steps to obtain appropriate certification as an MBE and/or W/DBE, (2) ensure that MBE and/or W/DBE's are appropriately considered as subcontractors and/or suppliers under this Agreement; (3) report moneys spent for MBE and/or W/DBE subcontractors and/or suppliers under this Agreement as College may from time to time reasonably request; and (4) provide documentation of Contractor's good faith effort to reach College's goal of at least 20% MBE/WBE/DBE participation.

20. Entire Agreement/Amendments. This Agreement, together with the Exhibits and other documents incorporated herein, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, proposals, writings, representations, letters of intent and agreements between College and Contractor relating to the subject matter hereof, whether oral or written. This Agreement may not be altered, amended, modified, revised or superseded except by a written instrument duly executed by each of the parties hereto.

21. Severability. If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.

22. Waiver. No waiver of or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same or of any other option, right or privilege on any other occasion.

23. Headings; Interpretation. The section and paragraph headings used in this Agreement are for convenience and reference and in no way define, limit, or describe the scope of the intent of any section or paragraph. All references to day(s) herein shall be interpreted to mean calendar days, except as expressly stated herein. Each term of this Agreement shall be construed as to its fair meaning, and not for or against any party based upon the source of the language at issue or the drafter thereof. This Agreement and the Exhibits and other documents attached hereto and/or incorporated herein shall be construed as complementary, and what is called for by any one shall be as binding as if called for by all. If, with respect to any subject, the terms and conditions set forth in Exhibits and other documents attached hereto are consistent with these terms and conditions, then their provisions and requirements shall be deemed cumulative and Contractor shall comply with each such provision and requirement. However, to the extent that any provision in such documents is or may be inconsistent with a provision herein on the same subject or a part of a subject, then Contractor shall comply with the provision which is most favorable to College, as determined by College.

24. Authority; Execution. The parties hereto each represent and warrant that they have the full and complete authority to enter into and perform this Agreement. The individuals executing this Agreement on behalf of the parties each represent and warrant that he or she has the full and complete authority to do so and that the parties will be bound thereby.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Survival. The expiration or termination of this Agreement shall not affect the provisions of this Agreement, and the rights and obligations therein, which either: (a) by their terms state, or evidence the intent of the parties that the provisions survive the expiration or termination of the Agreement, or (b) must survive to give effect to the provisions of this Agreement.

*[The remainder of this page is intentionally left blank. The signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMUNITY COLLEGE  
OF ALLEGHENY COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
CCAC Legal Counsel

# **EXHIBIT A**

## **REQUEST FOR PROPSOAL FOR SECURITY SERVICES**

## **EXHIBIT B**

### **CONTRACTOR'S PROPOSAL FOR PROVISION OF SECURITY SERVICES**