



100 Elliott Street, Haverhill, MA 01830

**Request for Proposals (RFP)
NECC20-AF001– Security Services
Haverhill and Lawrence Campuses**

Northern Essex Community College (“NECC”) is soliciting competitive sealed proposals for Security Services on the Haverhill and Lawrence, Massachusetts, campuses of NECC.

Bid Documents will be available beginning **February 10, 2020 at 10:00am on www.necc.mass.edu/bids**

Sealed proposals will be received until February 27, 2020 until 10:00am at which time the Procurement Office (or his/her designee) will open all proposals in the presence of one or more witnesses.

Proposals should be clearly marked **NECC20-AF001– Security Services**, submitted in a sealed envelope and received at:

**Northern Essex Community College
Procurement Department, Building B, Room B216
100 Elliott St.
Haverhill, MA 01830**

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

The pre-bid conference will be held on February 18, 2020 in room C110, Building C, on the Haverhill Campus. The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at 12:00pm:

**Northern Essex Community College
Building C, Room C110
100 Elliott Street
Haverhill, MA 01830**

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

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

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

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

February 10, 2020

TABLE OF CONTENTS

Section I	Introduction and Schedule of Events	3
Section II	General Conditions	4
Section III	Scope of Work	11
Section V	Required Documents	15
Attachments	<ul style="list-style-type: none">• Campus Maps• Commonwealth of Massachusetts Standard State Contract and Terms and Conditions	

SECTION I
INTRODUCTION AND SCHEDULE OF EVENTS

INTRODUCTION: Northern Essex Community College (“NECC”) is soliciting competitive sealed proposals for security services on the Haverhill and Lawrence, Massachusetts, campuses of NECC. NECC is a two-year public community college, operating on a semester basis. Additional information about NECC is available on the NECC website: www.necc.mass.edu.

SCHEDULE OF EVENTS

Bids Available	Feb 10, 2020 10:00am
Pre-bid Conference	Feb 18, 2020 12:00pm
Deadline for Written Bidders Questions	Feb 20, 2020 10:00am
Responses posted by	Feb 21, 2020, 4:00pm
Bids Due	Feb 27, 2020, 10:00am
Finalists Presentations	March 5, 2020, Time TBD
Contract Award	Est. March 30, 2020
Contract Start Date	July 1, 2020
Contract End Date	June 30, 2023
Renewal Options	Optional - Two (2), One (1) year renewals

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

All questions must be sent via email to procurement@necc.mass.edu. Questions may not be submitted by mail, fax or telephone.

All addenda and responses to questions will be posted on www.necc.mass.edu/bids. They will not be mailed, faxed or emailed.

The pre-bid conference will be held on February 18, 2020 in room C110, Building C, on the Haverhill Campus. The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at 12:00pm:

**Northern Essex Community College
C Building, Room C110
100 Elliott Street
Haverhill, MA 01830**

- While not mandatory, preference may be given to Bidders who have attended the pre-bid conference.
- If NECC is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other unforeseen circumstances, the pre-bid conference will be held at 12:00pm on the next open business day. Bid responses will be accepted until 10:00am on the next open business day.
- The date listed for Contract Award is an estimate and supplied only as a courtesy to Bidders.
- Responses not in compliance with bid requirements will be deemed non-responsive.
- Proposals must include one (1) complete original and three (3) copies and be submitted in a sealed envelope and received at:

**Northern Essex Community College
Procurement Department, Building B, Room B216
100 Elliott St.
Haverhill, MA 01830**

Sealed proposals will be received until 10:00am on February 27, 2020 at which time all proposals will be opened, read and recorded in the presence of one or more witnesses from NECC. Proposals should be clearly marked **NECC20-AF001-Security Services**, submitted in a sealed envelope. Proposals received after this date and time will not be considered. Postmarks will NOT be considered. It is the Bidder’s responsibility to ensure this condition is met. Proposals delivered to NECC mailroom or receiving dock are NOT acceptable.

SECTION II
GENERAL CONDITIONS

IDENTIFIERS:

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

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

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

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

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

WAGES: Employees must be paid in accordance with all Massachusetts wage and hour laws, including but not limited to, M.G.L. c. 149-151. Contractor shall pay employees above Massachusetts minimum wage. Contractor will comply with the Affordable Care Act (ACA) and all Federal and Massachusetts health care regulations.

MANDATORY BACKGROUND CHECKS: The Contractor shall certify with the Contract Manager at the commencement of the Contract that their employees have undergone a Criminal Offender Record Investigations (C.O.R.I.) and a Sexual Offender Record Investigation (S.O.R.I.) in New Hampshire, Massachusetts, and any state in which the employee resided prior to starting work on campus. The Contractor must also submit recertification to Contract Manager annually thereafter on all employees. Contractor will fingerprint all employees prior to beginning work at NECC, and provide Contract Manager with fingerprints. This shall be a requirement for all full time, part time, substitute employees and/or subcontractors and any subcontractor's employees. Fingerprinting and C.O.R.I. and S.O.R.I. checks must be completed prior to any employee beginning work at NECC.

The Contractor is responsible for all costs associated with Fingerprinting, C.O.R.I. and S.O.R.I. checks and Motor Vehicle License checks. Contractor must provide proof of certification and annual recertification to Contract Manager.

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

The Contractor will be required to provide proof of driver's license and driving history for each of the employees prior to starting work on campus. The Contractor is responsible for certifying that all employees pass a drug-test prior to

beginning work at NECC. The Contractor must provide certification to the Contract Manager. This shall be a requirement for all full time, part time and substitute employees. The Contractor must also submit recertification to the Contract Manager annually thereafter. The Contractor is responsible for all costs associated with all mandatory background checks and drug testing.

CERTIFICATIONS: The Contractor shall have complete responsibility for providing CPR/AED/First Aid training for all employees prior to work on campus at their own cost. Contractor will provide documentation of each certification to Contract Manager prior to employees working on campus. Contractor must also submit recertification annually thereafter for all employees to Contract Manager.

OSHA TRAINING: Contractor shall comply with all OSHA enforcement procedures for occupational exposure to blood-borne pathogens at Contractor's expense. All employees must have received minimum federal training on blood-borne pathogens, handling of hazardous materials, and instruction in the right-to-know laws and be fully able to understand Safety Data Sheets and other published notices before being allowed to work on NECC property at Contractor's expense. Training procedures, records, documentation, and certifications shall be submitted to Contract Manager and annually thereafter.

CLERY ACT & TITLE IX: Employees shall be familiar with, and comply with, the Clery Act. This includes knowledge of Clery logs, the Annual Security Report (ASR), and all Clery crimes. Employees on the NECC campuses are considered Campus Security Authorities (CSA's) and shall be certified with training and testing prior to assignment at NECC and annually thereafter. Contractor must provide proof of certification and annual recertification. Employees are also deemed Responsible Employees under Title IX and as such, shall be trained and certified and shall have a duty to report allegations to the Title IX Coordinator. Clery Act and Title IX training and certifications shall be provided by and at the expense of the Contractor.

PROTECTION OF LIVES AND HEALTH: The Contractor shall comply with all Federal, State and local laws, ordinances, rules, orders, regulations and codes in completing work under this Contract.

The Contractor shall take all precautions for preventing injuries to persons and property in or about the worksite.

The Contractor shall not permit smoking by employees on campus, nor allow the use of intoxicating beverages or non-prescription controlled substance drugs upon or about the worksite.

The Contractor shall indemnify and save harmless NECC, its officers and employees from all claims relating to labor performed or furnished; of injuries to any person or corporation received or sustained by or from the Contractor, their employees and/or subcontractors and any subcontractor's employees in performing the work or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and his/her employees therein engaged.

Should the Contract Manager deem that the Contractor is not abiding by the provisions of this RFP or that a serious, unsafe condition exists, which threatens the health, life, safety or property of NECC community, the Contract Manager at their discretion shall immediately suspend operations - without additional expense to NECC until such provisions are complied with or unsafe acts or conditions are corrected.

The Contractor shall keep itself fully informed of and comply with all existing and future Federal, State, County and municipal laws, orders, ordinances, rules, policies, procedures and regulations. This includes, but is not limited to, Federal Clery regulations, OSHA regulations and Title IX, as well as those pertaining to affirmative action, equal opportunity and anti-discrimination as they pertain to persons engaged or employed in the workplace or to the materials and equipment used or employed in the work of all such orders.

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

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

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

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

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

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

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

CONTRACTOR EMPLOYEES: Contractor shall be responsible for ensuring their employees meet all legal requirements for employment in the United States and the Commonwealth of Massachusetts. All employees must have a high school diploma or equivalent at minimum and must be authorized to work in the United States.

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

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

The Contract Manager reserves the right to refuse an employee on campus, and Contractor shall replace said employee with a new hire.

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

EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION: The Contractor shall not knowingly use undocumented employees in connection with the performance of all Executive Branch Contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such Contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each Contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, Contract suspension or termination. The Contractor agrees to comply with all state and federal immigration laws.

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

The Contractor shall not sublet any of the assigned premises for conducting business without the written permission of NECC.

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

The Contractor shall be responsible for all breakage and damage to property (real and personal) that may occur as a result of the fault, negligence or non-performance of duty on the part of her/himself or her/his employees in connection with the NECC20-AF001- Security Services

performance of the work herein specified. Repair or replacement of any such damage shall commence by the Contractor within forty-eight (48) hours after notification of such damage and shall be completed expeditiously to the satisfaction of the Contract Manager. Any damage occurring due to work or related activities under this Contract shall be repaired at the Contractor's expense and to the satisfaction of NECC.

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

CONTRACTOR'S INSURANCE: The Contractor agrees to furnish and keep in full force during the Term of the Contract worker's compensation and employer's liability insurance covering all persons employed by the Contractor who are engaged in the performance of the services rendered to NECC. The Contractor shall include a provision that there will be no right of subrogation against NECC in the event of a workers' compensation or liability insurance payment.

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

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

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

Comprehensive General Liability

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

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

Contractual Liability

Bodily Injury	
a) Each Occurrence	\$1,000,000

Property Damage

a) Each Occurrence	\$1,000,000
b) Annual Aggregate	\$1,000,000

Personal Injury with Employment Exclusion deleted

1) Annual Aggregate	\$1,000,000
---------------------	-------------

Comprehensive Automobile Liability

Bodily Injury

a) Each Person	\$1,000,000
b) Each Occurrence	\$1,000,000

Property Damage

a) Each Occurrence	\$1,000,000
--------------------	-------------

Umbrella Policy

\$5,000,000

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

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

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

Insurance certificates are to be delivered to:
Northern Essex Community College
Procurement Department, B216
100 Elliott Street
Haverhill, MA 01830
Procurement@necc.mass.edu

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

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

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

GENERAL PROVISIONS: The Contractor shall not subcontract any portion of this Contract unless approved in writing by the Contract Manager.

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

If the Bidder takes exception to any of the terms or conditions listed in the specifications, it must be so noted in his/her bid. NECC reserves the right to reject any bid proposal that is not in full compliance with the Contract specifications, reject any or all bids wholly or in part, to waive technicalities or minor deviations; to make awards in a manner deemed in the best interest of NECC, and to correct any award or specification erroneously made as a result of a clerical error on the part of NECC.

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

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

NECC encourages participation in the Supplier Diversity Program (SDP) as outlined by Executive Order 237. This program was established to promote supplier diversity in public Contracting. The program encourages the award of state Contracts in a way that strengthens and increases business opportunities for Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and Service-Disabled Veteran Business Enterprises (SDVOBES). In 2015, the SDP was expanded to include Veteran Business Enterprises (VBEs), Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBES); and Disability-Owned Business Enterprises (DOBES).

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

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

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

CONFLICT OF INTEREST: A Bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion or connection of any kind with any other Bidder, and that the Bidder is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

CLARIFICATION OF PROPOSALS: Any Contractor submitting a proposal may be required to discuss or clarify their proposal with the selection committee at any time during the procurement process. Only the Procurement Department shall make requests for such discussion or clarification.

The selection committee is not required to seek clarification of Contractor proposals. Therefore, the Contractor shall be as clear and unambiguous as possible in their responses to the specifications and be certain of their procedural specifications.

FINANCIAL STABILITY: Bidder must submit audited Financial Statements by an independent accountant or if not available, two years of Statements of Net Position and Statements of Revenues, Expenses, and Changes in Net Position. The reports and statements will not be returned. The Bidder may be evaluated based on the strength of the report.

PREPARATION OF PROPOSAL: The accuracy and detailed completion of this proposal is essential. Omissions and/or equivocal statements will be construed against the Contractor. Since the successful proposal will be incorporated into the Contract, Contractors are cautioned not to make claims or statements to which they are not prepared to commit contractually.

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

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

Proposals are to include:

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

RETURN OF PROPOSALS: NECC shall be under no obligation to return any proposals or materials submitted by a Contractor in response to this RFP.

CANCELLATION OF RFP: NECC retains the right to cancel this RFP or any portion thereof at any time prior to the execution and approval of a Contract. Shall this occur, all proposals received in response to this RFP or the relevant portion thereof will be rejected. NECC reserves the right not to award a Contract if, at the sole discretion of NECC, it is in the best interests of NECC to re-bid or determine an alternate means to provide these services at NECC campuses. Should this RFP be cancelled, all expenses related to the preparation of responses to this RFP remain the responsibility of the Contractor.

EVALUATION OF PROPOSALS: NECC is not bound to accept any proposal based on price alone. NECC further reserves the right to reject any and all proposals and will be the sole judge as to whether the Contractor's proposal has or has not satisfactorily met the requirements of the RFP.

POLICY AND PROCEDURE MANUAL: Contractor must provide, with bid submission, a copy of their current policy and procedure manual for review by NECC.

FINALISTS PRESENTATIONS: Finalists will be required to present a formal presentation of their proposal on March 5, 2020, to the Contract Manager and other members of the NECC community. The presentation shall include, but is not limited to, description of current training practices to be implemented, recruitment, hiring and retention strategies, and a transition implementation plan. NECC will provide a conference room, with Audio Visual (AV) equipment, including a projector screen and computer.

CONTRACT AWARD: The Contract will be awarded to the Contractor who offers the best combination of price, capability and service options as determined by NECC. The lowest bid does NOT constitute the winning bid. NECC reserves the right to award or reject any and all proposals in whole or in part, and to waive technical defeats, irregularities, and omissions if, in its judgment, the best interests of the Commonwealth of Massachusetts and NECC will be served. No financial claim for any payment whatsoever shall be brought against NECC for any Contract award delays.

TRANSITION PLAN: Following the Contract Award, the Contractor shall have their Account Manager meet with the Contract Manager regarding the manner in which the services are to be implemented. **A full transition plan will be developed by the Contractor at least one month in advance of the turnover.**

TERM: The Contract will begin on July 1, 2020, for a period of three (3) years with the option to renew for two (2) one (1) year Terms.

COMMONWEALTH CONTRACT: The successful Contractor will be required to sign and submit the Commonwealth of Massachusetts Standard Contract form and Commonwealth Terms and Conditions form and any other required documents within ten (10) days of the date of award.

AMENDMENTS TO THE CONTRACT: NECC reserves the right at its sole discretion to amend the Contract arising from this RFP and in particular, to add or remove services. Service may be modified based upon enrollment, available funding and NECC needs.

GOVERNANCE: The Contract as described in the specifications shall be governed by and construed by the Laws of the Commonwealth of Massachusetts and will constitute the entire Contract between parties. The Contract specifications may not be varied unless specified in writing and signed by both parties. Paragraph headings are for convenience only and are not intended to expand or restrict the scope of substance of the provisions of this Contract. Essex County, Massachusetts, shall be the proper venue for any litigation involving this Contract.

CONTRACT TERMINATION: The successful Bidder will be required to enter into a Contract containing the following provisions:

NECC reserves the right to terminate this Contract at any time, without prior notice, with or without cause, effective at the discretion of the Contract Manager.

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

ACCESS TO CONTRACTOR RECORDS: NECC shall have the right to inspect the Contractor's books, records and other compilations of data which pertain to the performance of provisions and requirements of this Contract at Contract Manager's discretion. Records to be made available include, but are not limited to, employee training and certifications, payroll, schedules, incident reports, duty logs and other documentation requested by Contract Manager.

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

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

WEAPONS CLAUSE: Employees are prohibited from bringing and/or carrying weapons of any kind on campus without express written permission from the Contract Manager. Contractor and employees shall abide by Massachusetts General Laws Chapter 269 s 10(j), which prohibits weapons on campus, including but not limited to, loaded or unloaded firearms, knives, metallic knuckles, nunchuku, shuriken or similar pointed star like throwing object, any armband made with metallic spikes or studs, or any other object deemed dangerous by the Contract Manager. Ammunition, air rifles, and BB guns are also strictly prohibited. The Contract Manager shall have final discretion to determine whether an object is determined as a weapon or inherently dangerous. Contractor shall abide by all NECC policies, including but not limited to, the *Firearms on Campus Policy*.

SECTION III SCOPE OF WORK

SERVICE AND STAFFING: The Contractor must demonstrate the capability to service NECC year-round, seven (7) days each week. Service is required daily and exact hours are subject to change based on operating hours and class/event schedules. Contractor must provide adequate staffing. All employees must be able to communicate in English, verbally and written. Sufficient substitute personnel must be available within 2 hours, in the event of personnel absenteeism. All employees shall be at least 21 years of age.

SPECIAL EVENTS: Special Events are NECC and Public/Community events deemed by the Contract Manager or NECC Events Coordinator that may require additional services or a change in regular service to accommodate the needs of NECC. The Contract Manager will be responsible for coordinating all Special Event requests to the Contractor. Any extra hours will be coordinated by the Contract Manager. Special events shall be paid at standard Guard and Account Manager rates.

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

- **ACCOUNT MANAGER:** For purposes of Contract management, the Contractor must provide an individual who will be named the Account Manager for the Term of the Contract. The role of Account Manager will be to serve as the liaison between the Contractor and NECC. This Account Manager will represent the Contractor for all NECC locations. The Account Manager will work a shift mutually agreed upon by the Contractor and Contract Manager which may include weekends or split days off. Account Manager must be available on a 24 hour basis, and will have a system in place for periodic spot checks and quality control visits to each site. The Account Manager will provide frequent, regular reports to the Contract Manager with information to include, but not limited to, communication, quality control, personnel, training, and field inspections. The Account Manager's duties include, but are not limited to, Clery Act and Title IX compliance, radio communications, pass-ons, payroll, scheduling, trainings and all general staffing requirements. The Account Manager is responsible for the supervision and/or management of all guards and other Contractor personnel. Account Manager must meet on a regular basis with the Contract Manager to review performance compliance and employee performance.
- **GUARD:** Guards will be supervised by the Account Manager and/or Contract Manager. There may be times guards will need to obey lawful orders from a member of the Contract Manager's team. Assigned post orders for Guards are subject to change at the discretion of the Contract Manager. Guard duties include, but are not limited to, all General Staffing Requirements.

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

- Conduct themselves in a courteous, customer service focused and professional manner at all times.
- Cell phone use is prohibited unless on break or during the authorized course of duty.
- Must be able to answer multiple phone lines and handle radio communications.
- Maintain accurate logs, including but not limited to Clery required crime logs.
- Employees are prohibited from disclosing confidential information and may be required to sign confidentiality agreements as determined by the Contract Manager.
- Excellent communications skills.
- Must be capable of intensive and prolonged physical activity in both emergency and non-emergency situations that include, but are not limited to running, standing, bending, sitting, climbing, lifting, and withstanding exposure during extreme weather conditions.
- Must notify Contract Manager of an emergency situation and regard the orders of the police officer or communications professional on duty when applicable. When no police officer is on duty the employee shall call 911 for an emergency and employees shall only work within the scope of their training and ability.

- Must work with respective Fire Departments, Local, County, State, or Federal law enforcement who are responding to an incident on NECC property.
- Required to enforce the building security policies and procedures appropriately and accurately. These include, but are not limited to, Tobacco free campus rules, parking policies, lost key and badge policies, as well as evacuations and shelter in place orders.
- Must protect the safety of students, employees, and visitors. Employees must ensure that all issues are captured in the daily log, and a report written per NECC policies and procedures.
- Must report any and all addressable safety issues to Contract Manager.
- Prevent property loss through theft, vandalism, and fire.
- Employees are prohibited from bringing weapons of any kind on campus, without express written permission from the Contract Manager.
- Monitoring compliance with campus parking and vehicle regulations as assigned by NECC. Safety situations should be rectified immediately. Only personnel designated by NECC shall issue campus parking violation tickets.
- Employees will be required to monitor vehicles entering and within the parking lots, and may be required to assist vehicles with parking.
- Conduct routine interior, exterior and parking lot foot patrols and use electronic tracking equipment as directed.
- Employees shall not be involved in the unlawful manufacture, distribution or possession of alcohol or drugs, or engaged in any other illegal activity.
- Employees are prohibited from wearing headsets unless authorized by Contract Manager.
- Employees may be required to operate an NECC owned vehicle to transport students.
- Employees may be required to remain on shift until properly relieved by the next shift. Employees may be required to remain on shift should there be an emergency or required by the Contract Manager.

INCIDENT REPORTS: All employees must be able to complete coherent campus incident, witness, and accident reports in their entirety using legible writing in accordance with NECC Public Safety policy and procedures, the Clery Act, Violence Against Women Act, Title IX, and all other mandated reporting purposes for higher education institutions.

- Reports for incidents should be filed by the close of the shift period to the Contract Manager.
 - An incident is defined as, but not limited to, the following:
 - An apparent or suspected crime against the campuses or any staff, students, or visitors
 - An apparent trespass onto the campuses' owned, leased or used property
 - A verbal or physical confrontation that occurs on the campuses' owned, leased, or used property
 - Any fire or hazardous conditions found to be existing on the campuses' owned, leased or used property, and the steps taken to eliminate or improve such conditions
 - A student conduct violation
 - Medical Incident
 - Evacuation of building

LOG: A log is to be maintained and shall include but not limited to, complete duty instructions, communication instructions for changing NECC needs, emergency procedures, and emergency contact information and daily updates. Employees must review this log upon reporting for duty. Employees will be responsible for reading all logs and incident reports that were reported after their last duty shift.

SHUTTLE SERVICES: The Contractor may be required to operate an NECC vehicle between the Haverhill and Lawrence campuses to transport students and staff. All drivers must be properly licensed. The Contractor is required to provide a certification process for all employees prior to operating the vehicle.

UNIFORM/EQUIPMENT/SUPPLIES: All employees will be dressed in distinctive, clean, neat-appearing uniforms and NECC issued identification badges. Uniforms shall be supplied and paid for by the Contractor. The style of uniform will be determined by Contract Manager. These may include suits, polos, and/or reflective type security wear. The Contractor shall ensure that all employees wear proper and neat appearing footwear while executing this Contract. The Contractor will ensure all employees have the proper clothing for all weather conditions, including rain, snow, and extreme cold. The

Contractor shall also provide safety vests and exterior clothing, flashlights and other uniform/equipment as determined and approved by the Contract Manager. The Contractor will be responsible for providing all equipment necessary to meet the terms of this RFP throughout the Term of the Contract and is responsible for proper compliance with all such equipment requirements. No equipment may be taken from NECC property and, if inadvertently removed, Contractor shall ensure all equipment is returned within four (4) hours. NECC is not responsible for the cost or providing the necessary footwear, clothing and equipment for employees.

The Contractor shall be required to provide communication devices including but not limited to smart phones, computers, printers, electronic tracking devices and other items deemed necessary by the Contract Manager. NECC shall provide radios for employees.

TRAINING: The Contractor shall be responsible for training of all employees at the Contractor’s expense. Contractor must train employees on CPR/First Aid/AED, Clery Act, OSHA, Title IX and other required trainings requested by Contract Manager. Contractor shall provide detailed plans and schedules to Contract Manager to comply with annual certification training programs for employees. Contractor must supply certifications for employees assigned to the NECC campus. Contractor shall also be responsible for providing training to employees on customer service, emergency evacuations, proper written documentation, post orders, NECC policies, departmental policies, and general guard patrol duties. The cost of all trainings shall be borne solely by the Contractor. Other trainings may be required throughout the Term of the Contract; this may necessitate employees engaging in other learning activities, including but not limited to, classroom or online learning. Contractor shall provide at least a minimum of 16 hours of on-the-job/in-service training for employees and remedial training prior to commencement of work and as needed when requested by the Contract Manager. Employees handling the log, telephone and radio calls shall be required to have at least an additional 16 hours of training, or an amount deemed necessary by the Contract Manager at the expense of the Contractor. Contractor shall provide detailed plans and schedules to Contract Manager to comply with annual certification training programs for employees. Annually, Contractor shall be expected to provide a minimum of 16 hours of training based on best practices, remedial training, or newly implemented policies, regulations, laws, or procedures. This training will be created, presented and tracked by the Contractor in conjunction with the Contract Manager, and submitted upon request to the Contract Manager.

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

Building Locations (see attached campus maps)	Property Type	Approx. Sq. Ft.
Haverhill Campus- 100 Elliott St (unless otherwise indicated)		
Bentley Library (A)	State	47,071
General Services Center (B)	State	48,739
Spurk Building (C)	State	88,829
Sports and Fitness Center (D)	State	44,800
Science Building (E)	State	44,113
Maintenance Building (G)	State	10,800
Behrakis Student Services Center (SC)	State	44,000
Hartleb Technology Center (TC)	State	30,410
Opportunity Works (HOW), 671 Kenoza St	Leased	13,000
Haverhill Heights (HH), 160 Merrimack St	Leased	12,692
Lawrence Campus		
John R. Dimitry Building (L), 45 Franklin St	State	63,244
Louise Haffner Fournier Education Center (LA), 78 Amesbury St	State	20,000
420 Common St (LH)	Leased	15,000
Dr.Ibrahim El-Hefni Allied Health Tech Ctr (LC), 414 Common St	State	43,175
Lawrence Riverwalk (LRW), 280 Merrimack St	Leased	3,281

PARKING LOT LOCATIONS (note: for informational use only)	# of Parking Spaces (estimate)
Haverhill Campus	
Hartleb Technology Center Building	468
Behrakis One-Stop Center Building	228
Bentley Library Building	225
Spurk Building	1,047
Sports and Fitness Center Building lot	17
Campus Roads	n/a
Lawrence Campus	
Lot A, 45 Franklin St (Dimitry Building)	160
Lot C, Goudreault Lot - Across from El Hefni Building on 414 Common St	60
414 Common St Small lot – Located on East side of El Hefni Building (Accessible Parking lot)	5
Lot D, 78 Amesbury St (Haffner Building)	74
Church Lot, 52 Franklin St- Across from Dimitry Building	80

BUILDING HOURS: Building hours vary by semester and campus. Employees shall open the buildings prior to morning classes and close the buildings at times after classes have ended for the day. Students are not allowed access to the buildings when buildings are closed. Staff and faculty have building access through keys, access control cards and push button code locks. Bookstores and Cafés are managed by outside agencies and will operate at specific hours. Students, staff, parents, guests and community individuals may use the public spaces on campus and, at times, members of the public will be invited on campus for specific events.

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

SECTION V
REQUIRED DOCUMENTS

Required Forms and Submissions to accompany the Bid to be tabbed in the following order.

1. Pricing Form (Form Included)
2. Statement of Financial Strength (Form Included)
3. Audited Financial Statements (as outlined, Section II, General Conditions)
4. Statement of Tax Compliance (Form Included)
5. Certificate of Non-Collusion (Form Included)
6. Executive order 481- Contractor Certification (Form Included)
7. Contractor Authorized Signature Verification Form (Form Included)
8. Affirmative Action Plan Form or Submission (Form Included)
9. Business Reference Form (form included)
10. Question and Answer Form
11. Commonwealth of Massachusetts Prompt Pay Discount Form (Form Included)
12. Contractor Policy & Procedure Manual (as outlined, Section II, General Conditions)

The Contractor is required to complete and return the Commonwealth of Massachusetts Standard Contract Form, W9 and all other required documents and forms within ten (10) business days. These requirements are listed below for reference:

- Commonwealth of Massachusetts Standard State Contract and Terms and Conditions
- W-9
- Certificate of Insurance (COI)

The Contractor is required to provide the following required documents and certifications of completion for the following areas prior to Contract commencement and annually thereafter:

- Mandatory Background Checks (as outlined, Section II, General Conditions)
 - C.O.R.I.
 - Drug Testing
 - Fingerprinting
 - Motor Vehicle License Checks
 - S.O.R.I.
- Training (as outlined, Section II, General Conditions)
 - CPR/AED/First Aid Training
 - Clery Act
 - OSHA
 - Title IX
- Transition plan (as outlined, Section II, General Conditions)
- Certificate of Insurance (COI) annual renewal (as outlined, Section II, General Conditions)
- Contractor employees - names, contact info and schedules (as outlined, Section II, General Conditions)

PRICING FORM

(pg. 1 of 3)

PRICING: The undersigned proposes to furnish all labor and materials required for NECC20-AF001– Security Services for the price specified below. Contractor must supply and honor the stated pricing for five (5) years. NECC reserves the right to renegotiate or conduct an RFP process at the beginning of each renewal. All pricing rates shall be all-inclusive of all costs including but not limited to: Wages, Uniform/Equipment/Supplies, overhead and profit and Required Insurance and Training. Should Premium Pricing or Holiday Pricing conflict, the higher wage rate will prevail. Pricing Form must be completed in its entirety. Failure to do so, may deem the bidder non responsive.

STANDARD PRICING: The need for security services is year-round. NECC reserves the right to reduce the requirements for numbers of personnel either on a short-term or long-term basis, as NECC needs dictate. This includes but is not limited to, times when there are no classes due to semester breaks, holiday breaks, weather or other miscellaneous times. The standard pricing specified below is all-inclusive pricing. Overtime pay will be the sole responsibility of the Contractor.

HOLIDAY PRICING: A holiday rate shall be paid for Contractor employees only on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

PREMIUM PRICING: Premium pay shall be paid for Contractor employees requested for service above and beyond the mutually agreed upon schedule by the Contractor and Contract Manager. This pricing is only applicable when less with than 24 hours written notice is provided by Contract Manager.

- A. **SERVICE REQUIREMENTS:** Hours will be flexible depending upon the campus needs, and will be determined by the Contract Manager. During the school year the following are the approximate hours of service requested on a per week basis:

Building Locations (see attached campus maps)	Approx. Hours of Service	
	Guard	Account Manager
Haverhill Campus- 100 Elliott St (Bentley Library (A), General Services Center (B), Spurk Building (C), Sports and Fitness Center (D), Science Building (E), Maintenance Building (G), Behrakis Student Services Center (SC), Hartleb Technology Center (TC), Opportunity Works (HOW))	300 hours per week	40 hours per week
Haverhill Campus-Extension- Haverhill Heights (HH), 160 Merrimack St	30 hours per week	
Lawrence Campus-(John R. Dimitry Building (L), 45 Franklin St, Louise Haffner Fournier Education Center (LA), 78 Amesbury St, 420 Common Street (LH), Dr.Ibrahim El-Hefni Allied Health Tech Ctr (LC), 414 Common St	500 hours per week	
Lawrence Campus- Extension- Lawrence Riverwalk (LRW), 280 Merrimack St	5 hours per week	

PRICING FORM (continued)

(pg. 2 of 3)

Standard Pricing*										
Positions (see description pages 11-12)	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate
	Year 1 (7/1/20- 6/30/21)		Year 2 (7/1/21- 6/30/22)		Year 3 (7/1/22- 6/30/23)		Year 4** (7/1/23- 6/30/24) **Renewal		Year 5 ** (7/1/24- 6/30/25) **Renewal	
Guard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Account Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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

Holiday Pricing*										
Positions (see description pages 11-12)	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate
	Year 1 (7/1/20- 6/30/21)		Year 2 (7/1/21- 6/30/22)		Year 3 (7/1/22- 6/30/23)		Year 4** (7/1/23- 6/30/24) **Renewal		Year 5 ** (7/1/24- 6/30/25) **Renewal	
Guard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Account Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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

Premium Pricing*										
Positions (see description pages 11-12)	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate	Hourly Wage Rate	Hourly Bill Rate
	Year 1 (7/1/20- 6/30/21)		Year 2 (7/1/21- 6/30/22)		Year 3 (7/1/22- 6/30/23)		Year 4** (7/1/23- 6/30/24) **Renewal		Year 5 ** (7/1/24- 6/30/25) **Renewal	
Guard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Account Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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

PRICING FORM (continued)

(pg.
3 of 3)

B. PATROL VEHICLE: The Contractor may be required to furnish a mid-size, four (4) wheel drive vehicle in excellent working condition, which shall be used to patrol at the campuses, transport employees, or data to and from local agencies and other transportation duties as requested by Contract Manager. The vehicle shall carry distinctive markings of the Contractor and shall be equipped with a rotary emergency roof light and “Alley” or “Spot” lights, in compliance with State Laws. The vehicle shall be available at all times during the life of the Contract and must be replaced with a comparable vehicle within 24 hours if removed from the operation for any reason. It is the Contractor’s responsibility to register, insure, and provide proper maintenance of the vehicle. The pricing rate shall be all-inclusive of all costs including but not limited to: fees, taxes, interest, insurance, maintenance and fuel. NECC reserves the right to utilize this service as deemed necessary throughout the duration of the contract.

Patrol Vehicle*					
	Monthly Rate Year 1 (7/1/20- 6/30/21)	Monthly Rate Year 2 (7/1/21- 6/30/22)	Monthly Rate Year 3 (7/1/22- 6/30/23)	Monthly Rate Year 4** (7/1/23- 6/30/24) **Renewal	Monthly Rate Year 5** (7/1/24- 6/30/25) **Renewal
Vehicle Specifications: _____ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

* All pricing rates shall be all-inclusive of all costs including but not limited to: fees, taxes, interest, insurance, maintenance and fuel.

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

Contractor Name: _____

Contractor Address: _____

Phone Number: _____

Email Address: _____

Name and Title of Person Signing Bid: _____

Signature: _____ Date: _____

Statement of State Tax Compliance

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

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

authorized signatory for _____
Contracting Party

whose principal place of business is at _____
Address

do hereby certify under the pains and penalties of perjury that _____

_____ has complied with all laws
Contracting Party
of the Commonwealth of Massachusetts relating to taxes.

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

Authorized Signature

Date

Certification of Non-Collusion

The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

(Name of person signing bid or proposal)

(Name of Business)

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorizing Signature

Date: _____

Print Name

Title: _____

Telephone: _____

Fax: _____

Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

Contractor Authorized Signature Verification Form

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

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

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

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

Partnership or Other Entities

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

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME: _____

SIGNATURE: (as it will appear on documents) _____

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

OR

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

AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:

Affirmative Action Plan Form

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

Bidder: _____

RFP Name/Title: **NECC20-AF001– Security Services**

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

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

OR

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

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

X _____
(Signature of Authorized Signatory of Bidder)

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

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

DATE: _____

Business Reference Form

Bidder: _____

RFP Name/Title: NECC20-AF001– Security Services

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

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

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

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

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

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

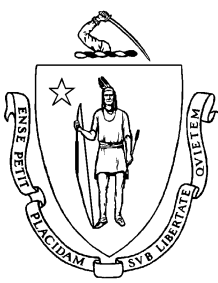
Description and date(s) of commodities and services provided: _____

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

QUESTION AND ANSWER FORM

(Please answer in full and attach on separate sheet)

1. Describe current projects (include name of project, owner, Contract amount, percentage completed and scheduled completion date).
2. Has this business ever defaulted on a Contract?
3. Has this business ever failed to complete any project awarded to it?
4. Provide recommended staffing plan associated with pricing form.
5. List and provide a brief resume of key personnel available to support the Contract.
6. Describe in detail employee recruitment strategies.
7. Please explain how you respond when concerns are raised about work quality or failure to adhere to Contract terms. Who receives such calls and what is the protocol for resolution?
8. How will you plan to fill a last-minute position for employees who are late, sick or suddenly need time off?
9. Do you provide site specific orders to your guards?
10. What are your profit margins?
 - a. What are your overhead costs?
11. What is your turnover rate and how is it calculated?
12. What tools do you use to create accountability for your employees?
13. How do you train your employees on the Clery Act, Title IX and OSHA?
14. Describe in detail employee training programs provided prior to assigning employees to a site?
 - a. Describe in detail your in-service training program.
 - b. Describe in detail your fire safety and building evacuations training program.
15. What is your practice of disciplining employees in a hybrid organization, with law enforcement supervisors on each shift?
16. Describe in detail all employee benefits (full-time and part-time), including but not limited to health insurance, vacation leave, personal leave and sick time.
17. Describe any other benefits that would be provided to NECC upon award.
18. What other incentives do you offer to motivate your employees?
19. Describe in detail all equipment to be utilized, supplied and provided by Contractor in the delivery of campus public safety and security services to NECC
 - a. List any recommended supplemental equipment and/or tools that may add value with no additional cost.
20. Provide any recommendations, suggestions, and associated pricing for recommended service enhancements.
21. Will you provide annual increases for longevity, separate from merit raises, to employees for each year of service at NECC? If so, please describe in detail.
22. Describe in detail staffing coverage during employee lunch/breaks.



COMMONWEALTH OF MASSACHUSETTS
Prompt Pay Discount Form
(Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: _____
Vendor Code (VCUST): _____
Contract/RFR Number(s): _____

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's [Vendor Web](#) system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, **whichever is later to** the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days**
- 4% - 15 Days**
- 3% - 20 Days**
- 2% - 30 Days**

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
%	10 Days
%	15 Days
%	20 Days
%	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature _____ Date: _____

Contractor/ Bidder Authorized Signatory Print Name and Title: _____

Sensitivity level – high (when filled in) low (when blank)

Haverhill Campus

100 Elliott Street




- A** Bentley Library
- B** General Services Center
- C** Spurk Building
- D** Sport & Fitness Center
- E** Science Building
- G** Maintenance Building
- HOW** Opportunity Works
- SC** Behrakis Student Center
 - ★ Student Success Hub
 - Bookstore
 - ◆ Student Photo IDs
- TC** Hartleb Technology Center

Parking

- VP** Visitor Parking
Parking for visitors, students, and employees without permits.
- PP** Permit Parking

 **Intercampus Shuttle Bus**

 **MVRTA Bus**
Students will need to show their NECC student ID to ride both the shuttle and MVRTA busses.

 **Accessible Parking**

For additional information and directions, visit www.necc.mass.edu/directions

For the NECC Parking Policy, visit www.necc.mass.edu/parking

Lawrence Campus

L **John R. Dimitry Building**
45 Franklin Street
■ Bookstore
● Library

LA **Louise Haffner Fournier
Education Center**
78 Amesbury Street

LC **Dr. Ibrahim El-Hefni
Allied Health &
Technology Center**
414 Common Street
★ Student Success Hub
◆ Student Photo IDs

LH **420 Common Street**


Parking

A&D **Permit Parking**

B&E **Permit/Validated Parking**
Validation with a current NECC
parking permit is available M-F
at buildings L, LA, LC, and LH.

C **Permit/Visitor Parking**

 **Intercampus
Shuttle Bus**

 **MVRTA Bus**
*Students will need to show
their NECC student ID
to ride both the shuttle
and MVRTA busses.*

 **Accessible Parking**

 **Accessible Access to
Lots and Sidewalks**



For additional information and directions,
visit www.necc.mass.edu/directions

For the NECC Parking Policy, visit
www.necc.mass.edu/parking

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#), [Contractor Certifications](#) and [Commonwealth Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4):		Business Mailing Address:	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager:	Phone:
Contractor Vendor Code: VC		E-Mail:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<p style="text-align: center;"><u> </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of ____, 20__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	