



REQUEST FOR PROPOSAL

Contract Security Services

PROPOSALS DUE:

April 1, 2016
2:00 PM EST

PROJECT CONTACT:

Lillian Frick,
VP for Finance and
Administration
1375 S. Clare
Harrison, MI 48625
Phone: 989.386.6605
Fax: 989.386.9088
Email: lflick@midmich.edu

NOTICE

PROPOSAL: Mid Michigan Community College ("MMCC") is soliciting bid proposals for Security Services for its Harrison and Mt. Pleasant, Michigan campuses. Proposals are due to the project contact on ***April 1, 2016*** no later than ***2:00 PM***. Faxed or emailed proposals will be accepted.

RIGHT TO REJECT: Mid Michigan Community College ("MMCC") reserves the right to accept or reject any and all proposals, to negotiate terms of proposal(s) with successful vendor(s), to accept a proposal that is not the lowest cost, and to accept the proposal(s) that is in the best interest of MMCC.

WITHDRAWAL OF ANY PROPOSALS is prohibited for a period of ninety (90) days after the proposal due date.

LATE, INCOMPLETE AND NON-CONFORMING PROPOSALS: MMCC reserves the right to reject without evaluation late, incomplete or otherwise non-conforming proposals.

COMPLETE PROPOSALS: MMCC will not be responsible for any ancillary charges, costs, and/or fees not expressly delineated in the terms of the proposal.

QUESTIONS: Prospective bidders are solely responsible for understanding the requirements of this RFP. Questions regarding any part of this proposal should be submitted in writing to the Project Contact. All questions and answers will be made available to all prospective bidders. Prospective bidders who direct questions and inquiries about this RFP to persons at MMCC other than the Project Contact invite disqualification of their proposals.

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INTRODUCTION

This Request for Proposal is released by Mid Michigan Community College for Contract Security Services as set forth herein and detailed in the scope of services section.

SECTION 1 GENERAL INFORMATION

Mid Michigan Community College ("MMCC") intends to solicit bids for contract security services at the College's Harrison and Mt. Pleasant, Michigan campuses as set forth herein.

The requirements included in this proposal are complete. The representations made by MMCC herein are accurate, true and complete to the best of our knowledge. MMCC prefers to work with only one (1) contact person throughout the proposal process. Please appoint one (1) representative for your firm as your contact for MMCC. This person will be responsible for all communications with MMCC that relate to this Request for Proposal. Additionally, please note that all contact between your firm and MMCC must be handled between your representative and the Project Contact. This requirement will be strictly enforced.

Your final proposal must be complete and presented in its entirety. All conditions, terms, costs, charges and fees must be included in the proposal. Should MMCC accept your proposal, any terms, conditions, costs, charges and/or fees excluded from your proposal at the time of submission shall remain excluded and will become the responsibility of the winning bidder.

All proposals must be submitted in writing and must be signed by a representative who is duly authorized to make such representations to MMCC on behalf of your firm. Your proposal will form the basis of a purchase contract with MMCC and should include all equipment and materials that, in your judgment, are necessary to meet the requirements of this proposal.

The requirements of this proposal are non-severable. In other words, they may not be separated for the purpose of bidding on a single part of the established requirements. MMCC has a strong preference to purchase a single vendor solution. If, in your judgment, MMCC would be better served by a multi-vendor solution, you may offer that as an alternate proposal; however, your proposal should include a single-vendor approach.

Mid Michigan Community College is a Michigan Constitutional corporation located in Harrison, Michigan in Clare County, and is subject to the laws of the State of Michigan. Our official address and principal place of business is 1375 S. Clare Ave., Harrison, Michigan 48625.

Mid Michigan Community College is a tax exempt institution, granted such status by the authority of the State of Michigan. Likewise, MMCC is exempt from Federal Excise Tax (tax-free registry number: 38-1812272) and Michigan General Sales Tax, under Public Act 167 of 1933 § 4, as amended. **DO NOT INCLUDE MICHIGAN SALES TAX OR ANY FEDERAL EXCISE TAXES IN YOUR QUOTATION.**

SECTION 2

TERMS AND CONDITIONS

2.1. Your complete and entire response to this RFP must be received by MMCC in writing on or before 2:00 PM. on April 1, 2016. Return one (1) original and three (3) copies along with an electronic version of your response to this RFP. Your response should include all requested and required information, as well as any supporting data needed to complete your response. Late responses will not be considered. Bidders are solely responsible for confirming that their responses were received in a timely way. MMCC will not pay for, reimburse, or otherwise accept any delivery charges incurred by bidders in connection with this RFP.

2.2. Questions, uncertainties, noted discrepancies and omissions regarding this RFP shall be reported immediately in writing to the Project Contact by March 25, 2016. Should any reported issues require clarification, written instructions or an addendum to the RFP will be distributed to all known potential bidders. MMCC will not accept any responsibility for any oral interpretation of the requirements. Bidders should rely only on the written responses of MMCC. Questions submitted after March 25, 2016 cannot be responded to.

2.3. MMCC reserves the right to solicit additional information from bidders to aid our determination of the bid that best meets the needs of MMCC. If our request for additional information on a proposal is not met in a timely way, MMCC reserves the right to reject the proposal as non-conforming.

2.4. MMCC reserves the right to reject or accept any bids, in part or whole; select bidders whose proposals best meet the needs of MMCC without respect to the lowest cost proposal; and negotiate terms of the proposal to ensure the best interests of MMCC are met. MMCC does not assume any contractual obligations or duties as the result of issuing this RFP. No employment relationship will be assumed between MMCC and the successful bidder.

2.5. Bidders are not entitled to use MMCC's name, service mark(s), trademarks or trade names without the express written permission of MMCC.

2.6. By submitting a response to this RFP, bidders certify that no actual or potential conflicts of interest exist between the bidder and MMCC under this agreement. Each bidder agrees to inform MMCC immediately, should a change in conditions occur that would produce an actual conflict of interest or the appearance of a conflict of interest. Further, by submitting a response, bidder certifies that the bidder has neither provided any private inducements or consideration to any MMCC trustee, officer, employee, or agent in return for favorable treatment with respect to the award of this proposal, nor accepted any private inducements or consideration from any College trustee, officer, employee or agent in connection with this RFP. Should any such unauthorized transactions be discovered, the bidder will be considered in breach of its agreement with MMCC, and the agreement between the bidder and MMCC is immediately void. Under these circumstances, MMCC will cooperate fully with law enforcement to determine whether such a breach has violated any laws of the State of Michigan or the United States of America. This clause will survive the termination and/or expiration of this agreement without respect to the cause or reason for a breach of this type.

2.7. MMCC expressly states that the bidder is a supplier or independent contractor of MMCC and is not an agent, partner or employee of MMCC. The bidder is not entitled to wages, tax withholding, Workers' Compensation, unemployment compensation, or any benefits of employment extended to regular employees of MMCC. The bidder is not an agent of MMCC, and may not bind MMCC to any contracts or represent to anyone that the bidder has any such authority.

2.8. The laws of the State of Michigan shall govern the interpretation and performance of this agreement. Any action brought to enforce any provision of this agreement shall be brought in the appropriate court in The State of Michigan. All bidders, their successors or assigns expressly agree to bring any claims, demands, or actions asserted against the Board of Trustees of Mid Michigan Community College, its trustees, officers, employees or agents only to the Michigan Court of Claims. The bidder, its successors or assigns consent to the jurisdiction of the Clare County Circuit Court for the State of Michigan with respect to any claims arising under this agreement against Mid Michigan Community College.

2.9. The bidder must comply with all applicable State and Federal OSHA laws, standards and regulations with respect to the performance of this agreement.

2.10. MMCC will evaluate each bid received using the following criteria, listed here in no particular order of importance:

- a. The bidder's ability to satisfy each term and condition fully.
- b. Compliance with the specifications stated herein.
- c. Experience with delivering the requirements of the specification.
- d. Cost (including pricing and price protection).
- e. Ability to provide service for those items in the specification deemed to require an ongoing service contract of technical expertise, demonstrated or demonstrable with respect to the specification.
- f. References from previous customers for work of similar scope.
- g. Other factors not specifically expressed here that are relevant to determining which proposal will succeed.

2.11. Proposals may not be withdrawn for ninety (90) days from the time of issue. After ninety (90) days, proposals may be withdrawn by way of a written request directed to the Project Contact. Successor proposals may not be substituted for a withdrawn proposal. Withdrawal of a proposal constitutes disqualification from the bid process, should MMCC not render a decision within ninety (90) days of the response due date.

2.12. Once the successful proposal has been determined and awarded, either party may withdraw from this agreement by giving the other party at least thirty (30) days' prior written notice of the termination date. Termination or cancellation of this agreement does not affect the collection, enforcement or validity of any accrued obligations between the bidder and MMCC.

2.13. Once the successful proposal has been determined and awarded, modifications deemed necessary to correct errors found to be the sole fault of the bidder and to satisfy performance of the agreement shall be made expediently and at no additional cost to MMCC. This clause will survive the termination and/or expiration of this agreement without respect to the cause or reason for the error.

2.14. No information, report, etc. developed in connection with this RFP may be reproduced without MMCC's prior written consent.

2.15. The successful bidder must perform all work unless MMCC specifically approves subcontracting in writing prior to the commencement of any work related to this RFP.

2.16. The successful bidder is an independent contractor, licensed and bonded as necessary, and is solely responsible for employment, acts, omissions, insurance, control and direction of its employees. The bidder agrees to indemnify and hold harmless Mid Michigan Community College, its trustees, officers, employees and agents from any and all damages, injury, loss, claims, demands, or causes of action in the event that the bidder fails or neglects to provide appropriate insurance coverage for its employees while working in performance of this contract at Mid Michigan Community College, including but not limited to payment of any claims.

2.17. Any personal injury to the bidder, its successors, assigns, employees, agents, subcontractors or third parties or any property damage incurred in the performance of this agreement shall be the responsibility of the bidder. The bidder agrees to restore or make whole any loss of or damage to the property of Mid Michigan Community College incurred during the performance of this agreement.

2.18. Bidder agrees to accept MMCC's standard payment terms, which are Net 30 days. Prices quoted in bidder's response shall be FOB Mid Michigan Community College unless otherwise specified. All items on the bidder's response will be itemized, and all charges and discounts shall be clearly shown.

2.19. All responses to this RFP become the sole property of MMCC and are subject to Freedom of Information Act requests.

SECTION 3 SCOPE OF WORK

Mid Michigan Community College is seeking proposals for Security Services as defined below.

3. Provide uniformed security personnel to meet the schedule provided by MMCC. The average weekly contract hours is estimated to be 130 hours. MMCC reserves the right to adjust the service hours based upon utilization plans for the facilities and implementation of technology. The scope of services required for the personnel are listed below:
 - a. MMCC wishes to consider the use of both armed and unarmed security personnel.

- b. Provision of trained personnel in a schedule that provides continuity and consistency of service.
 - c. Security monitoring and patrols at all MMCC locations, including enforcement of college policies including but not limited to the student code of conduct, alcohol, drug and tobacco free property.
 - d. Securing the physical assets of the institution, ensuring the buildings and rooms are locked during periods of non-use and free from any unauthorized personnel.
 - e. Providing security escorts for MMCC faculty, staff and students as requested.
 - f. Act as the college liaison with local law enforcement agencies.
 - g. Respond to campus emergency situations and contact 911 when appropriate. Complete and submit reports for each incident,
 - h. Support college safety and security initiatives as directed.
 - i. Provide safety training for college staff and students.
 - j. Support of other College related operations as needed.
 - k. Site supervisor is a member of MMCC's Safety & Security Committee.
 - l. Firms to provide additional staff resources, as requested, at the same rate, to augment MMCC functions or requirements.
- 3.2. Term of the Agreement begins on July 1, 2016 and runs until June 30, 2019.
- 3.3. MMCC will provide the following to the firm in support of their role
- a. Computer access
 - b. Cell phone
- 3.4. Security firm is responsible for the following
- a. Staff background checks and behavior while on MMCC facilities
 - b. Staff management and evaluations, including designating a site supervisor who shall be responsible for coordinating all MMCC security needs and activities.
 - c. Scheduling of personnel to meet the institution's needs
 - d. Training of personnel throughout course of employment
 - e. Designating a site supervisor responsible for evenings and weekend event coverage

SECTION 4 VENDOR QUALIFICATION CRITERIA

4.1. Firm Overview

- a. Provide an organizational chart or narrative of your firms' structure and ownership. Include the number of years the company has operated in the field, as defined by the scope of services.
- b. List, by professional discipline, the total number of full time employees. Include a brief job resume of employees involved in the scope of services.
- c. Describe how your firm interacts with local law enforcement agencies.
- d. Provide a brief narrative on your firm's plan to ensure adequate and consistent service on the Harrison and Mt. Pleasant campuses given that they are in two different and distinct counties.
- e. Describe the defining value added services your firm would provide to the college.
- f. Describe your firm's philosophy on scheduling concerning part-time versus full-time employees and how you would minimize turnover in personnel assigned at MMCC.
- g. Describe the financial position of your company as it pertains to the requirements of successfully completing the requirements of this RFP.

4.2. Experience

- a. List 3 similar bids in which your firm was the successful bidder within the last five (5) years.
- b. Provide 3 references; include the company name, address, a contact, email and their phone number.
- c. Provide a list of higher education clients your firm has serviced in the last five (5) years.
- d. Provide a list of contracts your firm has lost in the last three (3) years.

SECTION 5 FORM OF PROPOSAL

5.1. Pricing

- a. Proposals to include the cost for proposed services, detailed by the hourly rate for staff for all periods (i.e. Weekday, off hours, weekend, holiday)
- b. Proposal to include cost for both armed and unarmed security officer options.
- c. Proposal to include all other costs associated with the scope of services, including but not limited to start-up costs, uniforms, equipment etc.).

5.2. Evaluation Process

- a. Evaluation and selection will be based upon price, ability to meet the criteria outlined in this RFP, firm qualifications and references
- b. Interviews will be conducted with the top candidates on April 6-7, 2016.

5.3. Other

- a. Provide a sample contract document.

All responses to this RFP shall contain the signature page as a cover sheet, the complete and entire proposal, and any necessary documentation to support your proposal. Staple or otherwise bind each copy of your proposal and return it to MMCC by the due date and time listed on Page One of this Request for Proposal.

IMPORTANT NOTE:
Proposals are to be delivered to:

Lillian Frick,
VP for Finance and
Administration
Mid Michigan Community
College
1375 S. Clare Ave.
Harrison, MI 48625

You may send your proposal via e-mail to lflick@midmich.edu by the due date and time or via fax to (989) 386-9088.