

Administered by University of Maine System

Office of Strategic Procurement

Request for Proposal (RFP)

Campus Security Services – Collegiate Sports & Events

RFP #2020-006

RESPONDENT RESPONSE FORM

**Issued Date:** August 1, 2019

**Response Deadline Date/Time:** August 12, 2019, 11:59 p.m. EST

**Response Submission Information:**

Submitted electronically to UMSResponses@maine.edu

Email Subject Line – RC – Campus Security Solutions - RFP#2020-006

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Robin Cyr

Email: UMSResponses@maine.edu Phone: (207) 621-3098

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**This document provides a response form template for the Respondent to complete. The Respondent should review the RFP Sections 1.1.3 (Purpose Statement),1.1.4 (Scope of Work/Specifications) and Appendix D (Master Agreement) in particular when developing the response.**

### **Appendix A – University of Maine System Response Cover Page**

RFP # 2020-006

Campus Security Services

|  |  |
| --- | --- |
| Organization Name: |  |
| Chief Executive – Name/Title: |  |
| Telephone: |  |
| Fax:  |  |
| Email: |  |
| Headquarters Street Address: |  |
| Headquarters City/State/Zip: |  |
| Lead Point of Contact for Quote – Name/Title: |  |
| Telephone: |  |
| Fax:  |  |
| Email: |  |
| Street Address: |  |
| City/State/Zip: |  |

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent’s response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
	1. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
	2. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
	3. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University’s employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University’s employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
	4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to ''trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

*To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.*

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title (Printed) Authorized Signature

**Appendix B – Debarment, Performance and Non-Collusion Certification**

**University of Maine System**

**DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION**

RFP # 2020-006

Campus Security Services

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
2. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
	1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
	2. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
	3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
	4. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
3. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title (Printed) Authorized Signature

**Appendix C – Required Cost Evaluation Exhibits**

University of Maine System

COST EVALUATION

RFP # 2020-006

Campus Security Services

**GENERAL INSTRUCTIONS:**

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Respondents’ are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.
10. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

**INSTRUCTIONS FOR - Exhibit 1 (Table 1) - Professional Services Rate Schedule**

If you charge by the hour for professional services, provide a rate schedule, or range of hourly rates we could expect. Specify whether or not those rates include travel.

Other campuses within the University of Maine System may require similar security resources on an on-call basis. RFP award and resulting agreement will not constitute a guarantee of campus engagement or use of the Agreement, only that the Contractor will supply the product and services offered in the Agreement to campuses on an on needed basis.

In the table provided below please indicate which campuses you will be willing to support if such needs arise. Additionally please note rates for two additional security needs; Collegiate Sport Events and Special Event. Include travel expenses in the rate provided.

**IMPORTANT**- Ability to support the University of Maine, Orono is a requirement of providing a response to this RFP. Providing services to the other campuses is optional.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Campus** | **Location** | **Contractor Supported****(Yes or No)** | **Hourly Rate for Collegiate Sports Security** | **Hourly Rate Campus Events\*** |
| University of Maine | Orono, Maine | REQUIRED - YES |  |  |
| University of Maine at Machias | Machias, Maine |  |  |  |
| University of Maine at Augusta | Augusta, Maine Campus |  |  |  |
| University of Maine at Augusta | Bangor, Maine Campus |  |  |  |
| University of Maine at Farmington | Farmington, Maine |  |  |  |
| University of Maine at Fort Kent | Fort Kent, Maine |  |  |  |
| University of Maine at Presque Isle | Presque Isle, Maine |  |  |  |
| University of Southern Maine | Portland Maine, Campus |  |  |  |
| University of Southern Maine | Gorham, Maine Campus |  |  |  |

\*Campus Events includes commencement, homecoming, concerts, Collins Center for the Arts events, etc.

### **Appendix E – Evaluation Question(s) – Master Agreement**

*This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in Section 1.2 of the RFP, with more detail in Appendix D. Please indicate your acceptance for each special term by checking the “Agreed” box and initialing.*

*Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in Section 2.1.1.*

* 1. **Terms and Conditions of Agreement**

As a result, of this RFP process, it is our expectation that an Agreement will be established between University and one or more of the Contractors. The Agreement will incorporate the relevant terms and conditions of this RFP and Contractor’s proposal (scope of work, pricing, service level agreement, warranty, implementation plan).

Upon award each successful Agreement or will sign a Master Agreement (Appendix D) with the University to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

**No representation is made that any quantities will be purchased or that services will be utilized.**

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Agree to term other than what is specified or automatic renewals for term(s) greater than month-to-month.**

**Appendix D - 2. Term**

The Agreement term will be for five (5) years with the option of four (4) one-year renewals. Exercise of any renewal option will require parities’ mutual written agreement.

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Agree to termination language other than what is provided in Appendix D, Section 4, 5, and 6.**

**Appendix D - 4. Termination:** The **Agreement or a Services Engagement (Rider D)** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be affected by delivery to the Agreement or of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

**Appendix D - 5. Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

**Appendix D - 6. Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Permit an entity to change unilaterally any term or condition once the Agreement is signed;**

**Appendix D - 8. Modification:**

This Agreement may be modified or amended only in a writing signed by both parties.

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Apply the law of a state other than Maine;**

**Appendix D - 10. Applicable Law:**

This Agreement shall be governed and interpreted according to the laws of the State of Maine

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Provide any defense, hold harmless or indemnity;**

**Appendix D - 13. Indemnification**

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Waive any statutory or constitutional immunity;**

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Pay attorneys' fees, costs, expenses or liquidated damages;**

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement .**

**Appendix D - 17. Entire Agreement:**

This Agreement sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Agreement is the entire agreement between the University (including University’s employees and other End Users) and Agreement or. In the event that Agreement or enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University’s employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Agreement.  Agreement or may not unilaterally change any term or condition of this Agreement.

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;**

**Appendix D - 21. Confidentiality:**

The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.**

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

* 1. **Add any entity as an additional insured to UMS policies of insurance.**

**[ ]  Agreed \_\_\_\_\_\_\_\_\_\_\_**

 **Initial**

### **Appendix F – Organization Reference Form**

**Respondent’s Organization Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSTRUCTIONS**: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent’s professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

|  |
| --- |
| **REFERENCE #1** |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

|  |
| --- |
| **REFERENCE #2** |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

|  |
| --- |
| **REFERENCE #3** |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

|  |
| --- |
| **REFERENCE #4** |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

### **Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience**

Respondent’s Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSTRUCTIONS**: Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

**Evaluation Question(s)**

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
2. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
3. Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
4. Provide detail on your internal security policy and procedures documenting any industry standards that you have adopted or follow. Describe how your staff are trained and the vetting process used in their selection.
5. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.
6. Financial Stability

No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.

### **Appendix H – Evaluation Question(s) – General, Implementation, Training, Support and Reporting**

**Respondent’s Organization Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All responses to the questions will reflect what is offered as part of the Respondent’s proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

**Evaluation Question(s) – Services**

1. Provide a statement verifying your company has the ability to perform the list of objectives outlined in 1.1.4 Specifications / Scope of Work as Contractor Requirements. Please make sure to note any requirements that will be a challenge for your company or not part of the services offered.
2. Provide a statement verifying that the proposed security personnel have the ability to perform the list of objectives outlined in 1.1.4 Specifications / Scope of Work as Security Personnel Requirements. Please make sure to note any requirements that will be a challenge for your security personnel or not part of the services offered.
3. Provide a description of how you plan to cover the required hours and back-up plan for staffing in case of emergency, illness or vacations of assigned security personnel. Is there ever a situation where you would need to use subcontractors and if so please provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.
4. Provide a list of service equipment to be used by the security personnel in the performance of work included in the RFP.
5. Describe your communication plan that will allow for an effective partnership with the campus, including the reporting structure of personnel contact information at each level. Also, a plan for reporting changes in staff should be submitted.
6. Describe your procedures for supervision and accountability of security personnel performing their assigned duties.
7. Detail how you plan to train backup security personnel for all positions to ensure temporary, backup officers have a working knowledge of the locations and positions they are filling in for when needed.
8. Describe in detail your training policies for every employee to be placed on a customer’s site. Include all training and certification programs that are required, offered, encouraged, and/or optional for your employees and provide the controls and procedures that ensure strict adherence to these policies. (HIPPA, FERPA, Violence Against Women Act, Title IX)
9. Please indicate whether your staff are trained to do CPR and/or have training to administer Narcan or operate an AED. Please also indicate which if any of these would be an option with the services requested by the University