

Massachusetts College of Art and Design RFP 24-01

Public Safety Services

Attachment # 1 - Specifications and Description of Services

Relevant Background

Founded in 1873, Massachusetts College of Art and Design (MassArt), is the only freestanding public college of art and design in the United States. The College excels in the education of professional artists, designers, and art educators and is an integral contributor to the cultural and intellectual life and creative economy of the Greater Boston region, the Commonwealth of Massachusetts, and beyond. Located in Boston's hub of arts and culture along the Avenue of the Arts, MassArt enrolls nearly 2,000 students and offers a comprehensive range of 18 undergraduate majors, 9 graduate degree programs, and 4 certificate programs, as well as youth and continuing education programs.

MassArt requests proposals for Public Safety and Security services at the college's Kennedy Building on a temporary basis. The following specifications will outline the project goals and detail the proposal format you should submit. Please read the timeline carefully.

The Kennedy Building, located at 625 Huntington Avenue, Boston, MA 02115, is open to the public by invitation and is home to food service for MassArt, MCPHS and Wentworth Institute of Technology, a bookstore, ATM, office and academic space for students, staff and faculty, conference rooms, student art galleries and occasional public meeting space. The main entrance is staffed by a security officer at a fixed post desk which is the focus of this RFP.

The Vendor selected for these assignments must be a firm that specializes in corporate/commercial Security and must have a solid record of reliability and achievement that can be independently verified. MassArt expects the vendor to document its ability to provide a full range of Security Officer Services including but not limited to the requirements and specifications listed in this Request for Proposal.

The expectation of MassArt is that the level of service provided by the vendor will be recognized in the industry as second to none. Organizations responding to this RFP must structure the proposal in accordance with the requirements and specifications outlined in this document, in the order outlined on the following pages, and in compliance with all applicable local, state, and federal laws, codes, and regulations. Any deviation, addition or deletion should be so noted.

Project Goals

1. Safe and secure building monitored by a qualified security officer/s.
2. 100% screening verification of all building entrants
3. Quality front desk assistance for students, staff and guests
4. Collaboration with MassArt Public Safety, Capstone Property Management, Boston Police Department, Boston Fire Department, neighboring institutions and emergency services
5. Reporting of facilities and maintenance concerns in a timely

Project Specifications

1. Scope of Service: The Vendor selected will provide Security Officer service including entry control in the Massachusetts College of Art and Design Kennedy Building. The service will be provided in a responsible manner, to the satisfaction and specifications of MassArt at the location, hours per week, and specific hours of coverage information described for the area and listed below. MassArt may change, at its

sole discretion, the specific assignments, locations, and hours. MassArt will issue specific post guidelines for the location to which Vendor is assigned. The selected Vendor is required to act in accordance with such guidelines and all future guidelines and duties as set forth by MassArt. Such items include the following:

16 hours/7 days a week Security Officer coverage at the Kennedy security desk. Respective shifts are 7am-3pm and 3pm-11pm.

One (1) Account Manager or Supervisor on-call to manage unforeseen events, quality control, breaks, relief and staffing issues.

Occasional Security Officer coverage at additional security desk locations on an as needed basis.

Officers must be able to perform the following along with other items discussed between management and the company:

1. Control access at main entrance
2. Key control
3. Visitor check in and check out
4. Delivery check in and check out
5. Alarm monitoring - Door alarms, fire alarms, and security cameras
6. Incident reports
7. Reporting issues/concerns to the appropriate person
8. Crisis Management
9. CPR/AED
10. Customer Service

2. Responsibilities of the Vendor: The Vendor will be responsible for hiring, screening, training (on-going yearly and updated as needed by site), compensating, outfitting, supervising, and disciplining all staff provided to MassArt. In addition to reporting to MassArt, the vendor's employees will also be subject to supervision and direction from MassArt's Public Safety Department.

3. General Post Guidelines: The primary objectives of staff assigned to Kennedy will be to control building access and to provide service, as appropriate. The employee will be expected to provide services in accordance with accepted security practices and standards, particularly those relating to safety and security within higher education. When appropriate, the employee must summon assistance from MassArt Public Safety, so that additional resources can be dispatched to the scene. The employee must exercise sound judgment in deciding whether to call for assistance or intervene first, depending upon the likelihood of immediate harm posed by a delay, and the employee's assessment of his or her ability to intervene effectively and without unacceptable risk to others or to himself/herself. Security Officers will be required to comply with all relevant laws while performing their duties. In addition, immediately upon becoming aware of any hazard or incident, the employee must report same to MassArt Public Safety without delay.

The Security Officer is not authorized nor required to operate a government vehicle.

Vendor Requirements

1. Vendor Employees: Employees are to be Employees of the Vendor: All employees furnished by the Vendor are required to be employees of that Vendor. At no time will they be considered employees of MassArt and at no time may an individual working for the Vendor also be an employee of MassArt or another Vendor. The Vendor selected will be an independent Vendor of MassArt and will pay the salary of all personnel, all employers' Federal, State and Social Security taxes, and any other Vendor taxes required by law.

2. Hiring and Supervision: The selected Vendor will maintain, at all times, strict discipline among its employees, and must agree not to employ for work at MassArt any person unfit or without sufficient skill to perform the job for which he or she was employed. Each employee must have a high school diploma or equivalent, have no prior criminal record including any misdemeanor conviction, possess the ability to communicate effectively, orally and in writing, read post instructions, signs, memos, etc., which are written in English, and be either a United States citizen or have legal alien status. The Vendor will supervise and direct Security Officers to the best of its ability and give the personnel all attention necessary for such proper supervision and direction. The Vendor will supply the services of a sufficient number of (on-call) shift supervisors to visit and provide personal relief for each covered post for every shift on which personnel are scheduled and to respond to any location at which Vendor's employees are assigned in order to assist with a problem or investigation involving that employee and their work. In addition, the Vendor Senior Management must be available to meet with MassArt representatives on demand for serious conditions and at regular intervals for routine matters, but no less frequently than monthly.

3. Removal of Personnel: At its sole discretion, MassArt may require that the selected Vendor remove from assignment to MassArt locations, any employee or agent of the selected Vendor that MassArt deems incompetent, careless or otherwise objectionable. The selected Vendor will be required to provide a satisfactory replacement as soon thereafter as possible, but no later than twenty-four (24) hours after the Vendor is notified that a replacement is needed.

4. Site/Client Manager: The selected Vendor will provide a designated site/client manager to initiate contact with MassArt and to meet on a monthly or as needed basis with these managers to discuss service and supervision of the personnel furnished by the Vendor.

5. Uniforms and Equipment: The selected Vendor will provide its personnel with uniforms, and all necessary equipment, at no cost to the employee. Personnel will carry and, upon request, display MassArt photo I.D. cards. The proposal must include color photos of the uniforms. MassArt may require the Vendor to provide an alternate color of uniform to the one regularly used by the Vendor. MassArt may also require that a unique patch/logo be placed on the uniform. Once approved by MassArt, the Vendor will not change uniforms without prior written approval of MassArt. Vendor and other employees of the Vendor entering any MassArt location will be prohibited from carrying weapons of any type, especially firearms. The Vendor will be responsible for the loss or damage to MassArt supplied equipment issued to their employees while working at the College including but not limited to radios, keys, electronic data gathering devices, etc. The Vendor must notify MassArt within 2 hours of damage to or loss of property in connection with the services provided to MassArt under this agreement.

The Vendor must also provide electronic report forms which each Vendor employee will be required to record their daily activity while assigned to a MassArt location. These forms, when completed, must be available to MassArt for review and reference purposes.

6. Training: The selected Vendor, at its own expense, is required to provide employees assigned to a MassArt site with a minimum of sixteen (16) hours of general security training. This training must be completed prior to an employee assuming the post/position. The Vendor will also provide a minimum of twenty-four (24) hours of post/duty specific training on site prior to assignment to a post. Such instruction will be done at the site by a trained Vendor Supervisor or well-trained security officer. The Vendor will provide at least eight (8) hours of annual training to employees as required by law. The Vendor will solely bear the cost of the annual training. The proposal must include a detailed description of the Vendor's training program and must indicate whether that training is proprietary or contracted. In addition, the proposal must include information on the training facility used by the Vendor. Finally, Vendor will ensure that all employees receive training on Title IX reporting/ Campus Security Authority (CSA), Diversity/Sensitivity, Working with Minors, and Working with Students (MassArt staff may be available to assist with these training topics).

7. Additional Requirements for All Vendors Assigned to MassArt:

(a) All personnel assigned to the Kennedy building, and their supervisors, shall have been employed by the selected Vendor for at least 90 days prior to such assignment. If the Vendor wishes to assign a security officer to MassArt, and that person does not satisfy the 90-day service requirement, the Vendor must submit a letter to MassArt prior to that individual's assignment with rationale explaining why the person should be granted an exception to the requirement. Upon receiving written approval from MassArt, the Vendor may make the desired assignment.

(b) The Vendor will provide a quarterly list of all employees assigned to MassArt Kennedy Building and/or other locations within MassArt.

(c) All personnel assigned to MassArt will be subject to a pre-employment screening process by the Vendor that must include at a minimum:

- (i) An interview;
- (ii) Job reference check;
- (iii) Motor vehicle records check;
- (iv) Fingerprinting and submission of the fingerprints to appropriate state agencies within twenty-four hours of employing an individual to be a courtesy officer;
- (v) Medical-physical examination including drug and alcohol screening tests;
- (vi) CORI Criminal background checks (all costs to be borne by the Vendor)

(d) The selected Vendor will provide MassArt, upon request, with the following information for each attendant assigned to a MassArt location:

- a dated copy of the employee's employment application including any relevant information received or obtained as a result of the pre-employment screening tests conducted in accordance with Section 7 (c) (i)-(iii) and (v)-(vi)
- a dated copy of the employee's fingerprint card and any response received by the Vendor from any governmental agency with respect thereto;
- a copy of the employee's photo I.D.;

- (e) The Vendor will immediately provide to MassArt any information (including, but not limited to, a response to a fingerprint inquiry) that the Vendor receives about an employee assigned to MassArt subsequent to the guard's arrival on site.
- (f) Vendor personnel, supervisors and other employees will not be permitted on, at or about MassArt buildings when not assigned there as part of their authorized hours of duty at MassArt.
- (g) The personnel employed by the Vendor must comply with all rules, regulations, and policies of MassArt, including but not limited to, MassArt's policies on parking and Alcohol, Drugs and Smoking. In addition, in performing its duties and fulfilling its obligations, the Vendor must plan and conduct its operations so as not to delay, endanger, or interfere with the Operations of MassArt.
- (h) The Vendor will be prohibited from selling any other services to MassArt without prior written approval from MassArt.
- (i) All personnel assigned to any MassArt location may be required to participate in an interview and background inquiry conducted by a MassArt representative prior to being assigned to a post. They may also be required to participate in a screening process that will determine their abilities to perform the full range of duties of a particular assignment.
- (j) All personnel assigned to any MassArt location will be able to utilize a MassArt parking lot on weekdays before 8am and after 4pm as well as weekends and holidays. The Vendor will not be provided with parking accommodations on weekdays between 8am-4pm. At its sole discretion, MassArt reserves the right to remove parking privileges for individual employees or all Vendor personnel.

8. Tours of Duty: A tour is defined as a minimum of eight hours of duty at a MassArt post. A Vendor employee may not work for contracted Vendor at any site more than 16 hours in any 24-hour period in any 7 day period while assigned to a MassArt location.

9. Employment of Vendor by MassArt: In order to provide incentive to Vendor employees for excellent performance and the mutual benefit to all parties, MassArt reserves the right, upon written notice to the Vendor, but without penalty or delay, to employ directly any employee or member of the Vendor's company in any capacity of employment. Such employment may be permanent or temporary. The Vendor may not employ any individual on this contract who is an employee of MassArt at the time the Vendor enters into an Agreement to provide services to the College without prior written permission from the MassArt Human Resources Department. While the Agreement is in effect, this provision will apply unless the individual to be employed by the Vendor has not been actively employed by MassArt during the three-month period prior to being hired by the Vendor. If the Vendor employs an individual prior to the expiration of the three-month period, the Vendor must pay MassArt a fee of \$10,000.00 as reimbursement for costs incurred by MassArt for hiring and training that individual. This amount shall be subject to deduction from the fee payable hereunder.

10. Assignment: Any Agreement is intended to secure the direct services of the selected Vendor because of its ability and reputation. No obligation or duty of the selected Vendor, under any Agreement, may be assigned, delegated, subcontracted or otherwise transferred to any other person or entity without the prior written consent of MassArt.

11. Insurance: The Vendor 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 MassArt. The Vendor shall

include a provision that there will be no right of subrogation against MassArt in the event of a workers' compensation or liability insurance payment.

The Contractor shall have and maintain without deductibility insurance 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

Comprehensive General Liability

- 1) General Liability \$1,000,000
- 2) Umbrella Policy \$5,000,000

The Contractor shall submit to MassArt, 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.

Project Timeline

The College anticipates commencing services upon award. The initial term will end on June 30, 2024. MassArt reserves the right to extend the contract for up to two additional twelve month periods with the same terms and conditions. Any changes must be agreed upon in writing.

Either party may terminate this agreement without cause by giving to the other party not less than thirty (30) days advance written notice of both its election to do so and the effective date of termination. If this agreement is terminated, the college shall have no further obligations other than payment for services already rendered and for expenses previously incurred.

Proposal Deadline

Bid proposals are due by 5:00 PM EST on August 24, 2023

Bids must be submitted electronically by emailing proposals to purchasing@massart.edu. Your electronic file should not exceed 10 megabytes. Subject line in your email should reference RFP 24-01, Public Safety Services. No paper or fax copies will be accepted.

The cost of producing proposals shall be borne by the candidates.

Any questions regarding the bid must be submitted in writing to purchasing@massart.edu by August 17, 2023 11:59 PM EST. An RFP addendum will be issued by end of day, August 21, 2023, containing written responses to questions received. The College will not be able to address additional questions received after August 17, 2023.

Vendor Response and Evaluation Criteria

Proposal Details

(1) Vendor Summary

Include a brief history of your company including your past experiences in dealing with similar projects. Also include the owners' names or those individuals authorized to sign contracts for your business.

(2) Capabilities and Methodology

Detail your company's capabilities in delivering the requests in this proposal. You should use this section to outline specifically your proposed method of achieving your goal. This should include a detailed timeline of milestones for completing the project.

(3) Expected Results

Use this section to summarize the expected results of your methodology listed above. This should include a summary of your timeline for completing the project.

(4) Executives, Staffing, and Management

List the high-level executives or officers in charge of completing the project and a summary of their background. You should also use this section to list the projected staffing and management necessities and their estimated costs. Specify how you will obtain the staff to complete the project.

(5) Communication

Explain how you plan to communicate between executives, management, and staff in addition to how you will communicate with the project manager to ensure the project stays on schedule.

(6) Equipment

Detail the equipment necessities as well as their estimated cost. If you need additional services or space from MassArt, you should list those requirements here with a brief explanation.

(7) Expense Breakdown

Build a detailed list of all expected expenses.

(8) Expense Summary

Give a brief summary of the total costs for your proposed contract. You may also include a brief explanation of the contributing costs to the total cost. Additional as-need coverage should be presented as an hourly rate.

(9) Licensing and Bonding

If applicable, include the details of your licenses and bonds for the services you are proposing. If possible, enclose proof of your licenses and bonds.

(10) Insurance

Provide the details of insurance your company will provide for your staff and the project.

(11) References

Provide three (3) references for similar past engagements.

Evaluation Criteria

All offers submitted will be considered based upon the material provided in the proposal and a possible follow-up interview, at MassArt's discretion. Consideration will be given to performance projections as well as cost and staff requirements. Only those proposals submitted by the deadline above will be considered. The following criteria will be the primary considerations for selecting a proposal:

1. Submission of all proposals in the correct format by the stated deadline.
2. Effectiveness of the proposal's solution for MassArt's stated mission.
3. The perceived ability for the proposing company's ability to deliver their services set forth in the proposal including any value added services.
4. Availability of sufficient, high-quality personnel with the required skills for the specific approach proposed.
5. Quality of training programs in place for security officers.
6. Overall cost of the proposal.