REQUEST FOR PROPOSAL

For

ARMED & UNARMED SECURITY OFFICER SERVICES

RFP Number: 4-B-15-003
Opening Date: SEPTEMBER 17, 2014
Opening Time: 2:00 P.M.
SECURITY OFFICER SERVICES FOR THE
OKLAHOMA CITY COMMUNITY COLLEGE (OCCC)

CONTRACTORS: Proposals are invited for the Security Officer Services for Oklahoma City Community College (OCCC) in accordance with the standard terms and conditions and specifications set forth in this Request For Proposal (RFP). Proposals must be received at the address noted below not later than the date and time of the submission deadline. All proposals must be clearly marked as a sealed proposal with the RFP Number, Opening Date and Time on the outside of the envelope or package containing the Proposal. OCCC reserves the right to reject any or all proposals. Proposal submissions MUST meet all general and specific terms and contain the following:

1. Detailed response to RFP
2. Statement of Price
3. Certification for Competitive Bid and Contract (Non-Collusion Certification)
4. Supplier Contract Affidavit
5. Certificate of Compliance, if applicable

RFP Number: 4-B-15-003
Date Issued: 8-13-14
Submission Deadline (Opening):
   Date: 9-17-14
   Time: 2:00 P.M.

Proposal Delivery Address:
Ms. Sheri Kingsbury, Senior Buyer
Oklahoma City Community College
John Massey Center, Purchasing Dept.
7777 South May Avenue
Oklahoma City, OK 73159

CERTIFICATION: Upon signing this Proposal, the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, understands such and agrees to be bound by these Standard Terms and Conditions and specifications when a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the Standard Terms and Conditions and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the RFP.

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UNSIGNED PROPOSALS WILL BE REJECTED
REQUEST FOR PROPOSAL FOR CONTRACTING OF THE
SECURITY OFFICER SERVICES
FOR
OKLAHOMA CITY COMMUNITY COLLEGE

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

Oklahoma City Community College, hereinafter referred to as OCCC, will consider proposals for Armed and Unarmed Security Officer Services, as deemed necessary and in the best interest of OCCC. OCCC invites security officer service companies, hereinafter referred to as Contractor, to submit responses to this Request for Proposal (RFP) for the operation of such in accordance with the RFP terms and conditions.

The headings and subheadings in this RFP are intended only to assist the reader in locating information. They are not intended to completely convey the contents of the information that follows. Therefore, the reader should read all sections and subsections in their entirety.

1.2 COLLEGE INFORMATION

OCCC is a two year community college which first opened in 1972. It has grown to serve more than 23,000 people each year. It offers a full range of associate degree programs, which prepare students to transfer to baccalaureate institutions. Other degree and certificate programs are designed to prepare students for immediate employment in a variety of fields. Additionally, OCCC offers a wide range of community and continuing education courses, workshops, conferences, and seminars. For Fall of 2013, 13,297 students were enrolled for classes on campus. Of those students, 36% were enrolled full time. Approximately 37% of OCCC students identify themselves as belonging to a racial/ethnic minority. The OCCC student body is predominately female at 59%. OCCC makes no assertions or guarantees concerning future enrollments. In the area of non-credit community service courses, over 18,000 students were on campus during the fiscal year of 2013.

Facilities include a 6,000 square foot open meeting area, three 1,800 sq. ft. conference rooms, one boardroom, two small meeting rooms and free convenient parking as well as multiple offsite satellite locations. Services include wireless technology capability, internet access, AV equipped with overhead and LCD projection as well as catering services.

OCCC employs faculty and staff as follows:

| Full-time staff and faculty | 598 |
| Part-time staff and faculty | 638 |

The above information does not indicate the number of persons occupying the building at
a particular time

1.3 INDEPENDENT CONTRACTOR

The relationship of the Contractor to OCCC shall be that of an independent Contractor, any other provision herein notwithstanding. Any and all employees or agents of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under these specifications, shall not be considered employees of OCCC.

2.0 PROPOSAL REQUEST

2.1 ISSUING OFFICE

This RFP is issued by the Office of the Campus Police Department, Oklahoma City Community College. The purchasing department located at 7777 South May Avenue, Oklahoma City, Oklahoma is the sole point of contact between Contractors and OCCC for the selection process. Personal contact should be made through:

Ms. Sheri Kingsbury, Senior Buyer  
Oklahoma City Community College  
John Massey Center, Purchasing Dept.  
7777 South May Avenue  
Oklahoma City, OK 73159  
(405)682-7555  
(405)682-7568  
skingsbury@ccc.edu

or her designee. OCCC will provide written notification by certified mail of OCCC’s intent to award the contract.

2.2 ELECTRONIC COPIES OF RFP

Originals are mailed from the Purchasing Department. Electronic copies of the RFP will be distributed to Contractors by request or can be downloaded from Purchasing’s web site located at www.occc.edu/purchasing. Electronic submissions of this RFP will not be accepted.

2.3 CLARIFICATION OF THE RFP

Contractors may submit written questions regarding the specifications or requirements of the RFP. Written questions must be received by OCCC no later than 5:00 p.m. on August 27, 2014. Written answers to all questions received prior to the deadline will be furnished to Contractors and will become a part of the RFP. Verbal clarification may be given as a courtesy, but will not affect the bid specifications or requirements. An e-mail received shall be considered received in writing. If OCCC determines that it should provide additional information or clarification, or if additional requirements are needed, Contractors will be notified by written addendum. All or any addenda must be
acknowledged by the Contractor on the RFP submitted.

2.4 COSTS FOR PROPOSAL PREPARATION AND CAMPUS VISITS

OCCC will not reimburse the Contractor for costs incurred in the preparation and submission of proposals, nor will OCCC reimburse Contractors for expenses related to visiting the campus or providing on-campus presentations related to the proposals.

3.0 PROPOSAL INFORMATION

3.1 SUBMISSION OF PROPOSALS

Sealed written proposals will be received and opened at 2:00 p.m. central standard time on September 17, 2014, at the following address:

Ms. Sheri Kingsbury, Senior Buyer
Oklahoma City Community College
John Massey Center, Purchasing Dept.
7777 South May Avenue
Oklahoma City, OK 73159

All proposal packages submitted in response to this RFP must be signed, sealed and labeled. The below RFP label must be used for the RFP label.

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RFP ENVELOPE LABEL – PROPOSAL

Bid No.: 4-RFP-15-003
RFP Due Date: September 17, 2014
RFP Due Time: 2:00 pm
Contractor's Name: _______________________________________
Contractor's Address: _______________________________________

Project Title: RFP for Security Officer Services

Deliver this package to the Purchasing Office – JMC RM 142D
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It is mandatory that the RFP package label, as shown above, is used or this exact information is provided on the outside of the sealed proposal packages. Failure to do so may cause the proposal to be rejected.

Contractors must submit one (1) original hard copy and three (3) copies. Proposals must be signed by an official authorized to bind the Contractor to the resultant contract. Any literature descriptive of the Contractor must be submitted with the original proposals and/or be made available on a flash drive.

Contractors are cautioned that only written information contained in this RFP (including any amendments and addenda) are to be relied upon for preparation of a proposal.
Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. State law requires that the proposal be submitted no later than the date and time specified in this RFP. Contractors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the issuing office. Once again, timely receipt is defined as on or prior to 2:00 p.m. Central Standard time on September 17, 2014. Any proposals received after the scheduled date and time will be immediately disqualified. All proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal submission deadline.

3.2 RESPONSE FORMAT

Beginning with the first subsection, it is requested that Contractors respond to each subsection of this RFP in the same paragraph and item number sequence, stating first the requirement and then providing their response.

For those paragraphs or items not requiring a specified response, Contractors may respond with concurrence or acknowledgment. Reference to handbooks or other technical documentation may be used to augment the response to an item but may not constitute the entire response.

References to handbooks and technical documentation must include the paragraph and/or page number of the reference document. It is requested that brochures and bulky publications be separated from the written response.

3.3 CONTENTS OF PROPOSAL

A. Contractors should include as part of their proposal all of the provisions of this RFP and furnish all required information.

B. If the Contractor submits standard terms and conditions with the proposal, and any of those terms are in conflict with the laws of the State of Oklahoma, State laws shall govern. Standard terms and conditions submitted may need to be amended to adequately reflect all of the conditions of this RFP.

C. All agreements of any nature requiring execution by OCCC must be submitted with the proposal.

D. A sample contract must be submitted with the Proposal for review if required by the Contractor and will later require the signature of OCCC officials.

E. OCCC reserves the right to reject any proposal that does not comply with their requirements and specifications of the RFP. An offer may be rejected if the offer contains or imposes terms or conditions that would modify the requirements of the RFP or limit the contractor’s liability to the State of Oklahoma or OCCC.

3.4 OFFICIAL CONTRACTOR’S REPRESENTATIVE

The name, mailing address, telephone, e-mail address and fax number of the Contractor’s authorized agent with authority to bind the firm with respect to questions concerning the
Contractor’s proposal must be clearly stated in the proposal. The proposal and/or the letter which transmits the proposal to OCCC must be signed by an authorized officer of the Contractor.

3.5 PROPRIETARY INFORMATION

All proposals submitted in response to this RFP will become the property of OCCC and will be open to public inspection after the proposal opening in accordance with the laws of the State of Oklahoma.

3.6 ADDENDUM

Verbal communications are for clarification purposes only. Written addendums will be issued for any changes in the proposal specifications. Only written communication is binding to the College.

3.7 MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS

Bids/Proposals may be modified or withdrawn, by the bidder, prior to the established due date and time.

3.8 SELECTION, NEGOTIATION, ADDITIONAL INFORMATION

OCCC is not bound to accept the lowest priced proposal if not in the best interest of the College. The College reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal. The selected proposal will be the most advantageous offer for the state determined by evaluation and comparison of other factors in addition to cost or price.

Prior to award, OCCC may elect to conduct negotiation with the highest ranked respondents for purposes of:
- resolving minor differences and informalities,
- clarifying necessary details and responsibilities,
- emphasizing important issues and points,
- receiving assurances from respondents, and
- exploring ways to improve the final contract.

3.9 CLARIFICATION OF PROPOSALS

Contractors may be required to clarify or further explain their proposals. Any clarification will be reduced to writing by the Contractor and will be considered part of the proposal. Refusal by a Contractor to comply with this requirement will be cause for rejection of the proposal.

3.10 REFERENCES

The Contractor will be required to provide five (5) references of existing customers, most similar in size to OCCC along with the date they became customers, contact name,
telephone number and email address. If possible, provide two (2) Higher Education institutions as references.

3.11 MINIMUM SPECIFICATIONS

The services described herein indicate minimum specifications required for the provision of Armed and Unarmed Security Officer Services at OCCC.

Contractors responding to this RFP should outline a complete program which they would propose and include the corresponding charges to OCCC, and any other pertinent factors they wish OCCC to consider in evaluating their proposals.

4.0 GENERAL PROVISIONS

4.1 CONTRACTOR’S OBLIGATION TO INDEMNIFY, HOLD HARMLESS AND DEFEND

Contractor without exception shall indemnify and hold harmless OCCC, its Regents, administration, employees, students, and any agent authorized to act on behalf of OCCC from any liability of any nature or kind and from any and all damages to persons and property resulting from or alleged to result from the activities, acts or omissions of Contractor and of Contractor’s agents, and also to hold harmless from any losses or damages which should arise due to failure of any utility service or any act causing interruption of Contractor’s operation outside the control of OCCC. A party shall not be liable for any claims, demands, actions, costs, expenses or liabilities, including attorneys’ fees, which may arise in connection with the actions or failure to act of the other party or its employees, officers, directors or agents in performing any of their obligations under this Service Contract unless so ordered by a court of competent jurisdiction. OCCC’s liability is governed and limited by the Oklahoma Governmental Tort Claims Act.

4.2 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

Contractor will not discriminate against any employee or applicant because of race, creed, color, sex, age, disability, religion, or national origin, and will make a diligent and continuing effort to insure that all persons are afforded equal employment opportunities without discrimination because of race, creed, color, sex, age, disability, religion, or national origin. Equal opportunity shall apply to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off, termination, rate of pay, all other forms of compensation, and selection for training. The enumeration of the foregoing items shall not be limited to the scope of the application of this equal employment opportunity provision.

Contractor will state, in all solicitations or advertisements for employees, that all qualified applications will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, age, disability, religion or national origin.

Contractor shall state its non-discrimination and/or affirmative action policy.
4.3 INSURANCE

It is the intention of OCCC that the Contractor be an independent Contractor and not an employee under this agreement. In order to protect OCCC from liability, the successful Contractor shall agree to maintain at his/her own cost malpractice insurance in the minimum amount of $1,000,000 to cover activities of Contractor. All policies shall contain a covenant requiring 30 days written notice to OCCC before cancellation, reduction, or modifications. All policies shall be primarily and non-contributing with any insurance carried by OCCC. Upon notification of intent to award, Contractor shall furnish OCCC a certificate of insurance.

Insurance shall be effective and evidence of acceptable insurance furnished to OCCC, prior to commencing any operations under this Contract.

Contractor shall obtain and maintain in full force at all times during the term of this Contract insurance coverage naming the State of Oklahoma, acting through OCCC, as a certificate holder that includes:

- Comprehensive General Liability in the amount of 1,000,000 per occurrence and of 1,000,000 in the aggregate.

- Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined limit of 1,000,000 per occurrence for bodily injury and property damage.

- Workers Compensation -- with limits required by the State of Oklahoma and with Employer’s Liability limits of $500,000 per accident.

If insurance policies are not written for amounts specified above, Contractor shall carry Umbrellas or Excess Liability Insurance for any differences in amounts specified. If Excess Liability is provided, it shall follow the forms of the primary coverage.

Each policy of required insurance shall provide for ten (10) days written notice of cancellation to the Owner and include the following provisions. “It is a condition of this policy that the Company shall furnish written notice to Oklahoma City Community College, Purchasing Department, 7777 S. May Avenue, Oklahoma City, OK 73159, ten (10) days in advance of any reduction in, or cancellation of this policy.”

At the beginning of each contract period, the Contractor shall furnish certificates to OCCC showing that such insurance is in effect. In the event that the contractor shall fail to maintain and keep in force product liability insurance, general liability insurance, property damage insurance, and worker’s compensation insurance OCCC shall have the right to cancel and terminate the agreement immediately without notice. The protection afforded under the policies will not be canceled or reduced until at least thirty (30) days
after notice is sent to OCCC by the insurance company or agent. The insurance company provider must have an A.M. Best rating of A+ VIII.

4.4 PERFORMANCE BOND

Contractor will be required to furnish for the life of the contract a Performance Bond or Irrevocable Letter of Credit, in a form satisfactory to OCCC and issued by a surety company authorized to do business in the State of Oklahoma.

If any surety upon any bond furnished in connection with the contract becomes insolvent, or otherwise not authorized to do business in this state, the Contractor shall promptly furnish equivalent security to protect the interests of OCCC. The Contractor shall provide no less than 30 days’ notice to OCCC in the event of any change in surety.

The bond shall be accompanied by valid Power-of-Attorney (issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating (on the face of the Power-of-Attorney) the limit, if and, in the total amount for which he is employed to issue a single bond.

An original and one (1) copy of the bond must be furnished within ten (10) working days from the date of receipt of written notification by certified mail of intent to award contract. In extenuating circumstances, an extension may be granted to secure the bond. If a Contractor fails to deliver the required performance bond, the Contractor’s proposal shall be rejected, and award of the contract may be made to the next highest ranked Contractor as determined through the selection process.

Prior to the beginning of each subsequent contract period, the successful Contractor will be required to submit a Performance Bond as described above to OCCC covering each period the contract is operative.

4.5 COMPLY WITH LAWS

Without additional expense to OCCC, the Contractor shall be liable for all applicable Federal, State, and local taxes and shall comply with all laws, ordinances, codes and regulations and shall obtain and pay for all permits and licenses.

4.6 ASSIGNMENT/SUBCONTRACTING

The selected Contractor will be required to assume all responsibility for the provision of Armed and Unarmed Security Officer services and will be OCCC’s sole point of contact.

The Contractor shall not subcontract or assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract (whether by assignment or novation), without the prior written consent of OCCC.
5.0 SECURITY OFFICER SERVICES

5.1 SCOPE OF WORK

OCCC is requesting proposals from qualified sources to establish a contract for Armed and Unarmed Security Officer Services at OCCC. The main objective is to provide support to the current Campus Police and Security staff to ensure a secure environment through the enforcement of campus policies and procedures. The Contractor will ensure that all security personnel maintain appropriate relationships with OCCC Campus Police Department. At its discretion, OCCC may require the transfer or termination of any security officer that it believes is not complying with the terms of the contract and/or College Policies and Procedures.

5.2 SPECIFICATIONS AND EXPECTATIONS

A. At a minimum, the contractor shall meet the following criteria:

B. A representative of the College Campus Police Department will administer the security program and where appropriate the Contractor shall work closely with the Contract Administrator or designee.

C. The Contractor shall be responsible for ensuring that a certified replacement security officer is on the site within one hour if an employee does not report to work for any reason.

D. Contractor shall provide professional appearing uniforms for security officers. Uniform will include clean and fitted shirt and trousers, shoes or boots and duty gear absent excessive wear.

E. Security Officers shall be uniformed (supplied by contractor) regardless of criteria of armed or unarmed.

F. Security Officers shall be at least 21 years of age, have at least one-year security related experience, licensed and certified by the State of Oklahoma (CLEET), a high school graduate, must be able to communicate effectively with college age individuals. OCCC will require evidence of certifications and experience for all assigned personnel prior to commencement of this contract and within 7 days for subsequent replacements.

G. The contractor shall be responsible for cooperating with the Contract Administrator in orienting and training all security officers on OCCC Policies and Procedures. These policies/procedures can be found at the following website:
http://www.occc.edu/policies

H. The Contractor shall be responsible for ensuring that all security officers are performing as directed and as specified in the RFP.
I. The Contractor shall be responsible for the submittal of accurate and timely invoices.

J. The Contractor shall have the ability to provide additional Armed or Unarmed Security Officers when required.

K. To ensure consistency and familiarity with OCCC’s facilities, procedures and protocols, security officers should be rotated in a manner that does not disrupt safety and security operations.

L. Security officers are to report in with the Campus Police Department before starting or completing any shift assignment.

M. Security Officers shall be responsible for submitting completed daily logs and any supplemental incident reports in a clear and concise manner when requested by an OCCC Campus Police Officer or OCCC Armed Security Officer actively investigating an incident witnessed or supported by the contracted Security Officer. (An OCCC Campus Police incident report format will be provided to record the information.)

N. All reports are to be submitted on the date of incident.

O. Each officer is to maintain an activity log while on duty.

P. Security Officers shall maintain contact with the Campus Police Dispatcher as directed. (OCCC Campus Police will provide portable radio equipment)

Q. Security Officers shall patrol at regular intervals on foot both internal and external areas of all facilities to which they are assigned.

R. Security Officers shall be required to immediately report any hazardous or potentially unsafe maintenance and/or housekeeping issues or conditions within their assigned duty area.

S. Security Officers when assigned building access duties, are responsible to ensure all interior or exterior, doors, windows or vents are either open or secured as prescribed.

T. Security Officers shall maintain a professional relationship with all College personnel, students and patrons.

U. Security Officers shall not identify themselves as employees of the OCCC Campus Police Department.

V. The following actions may result in the immediate removal of a Security Officer from OCCC properties and if the conduct is pervasive the termination of this contract:
   1. Security Officers fraternizing with OCCC students and/or staff
   2. Sleeping while on duty.
   3. Watching television, videos or streamed presentations on computers, PDA’s or video players.
   4. Use of personal entertainment equipment while on duty.
Including, but not limited to laptops, MP3 players, and video game consoles.

The College reserves the right to require that providers as well as individuals affiliated with camps/activities sponsored by OCCC (staff, volunteers, etc.) successfully complete a criminal background check prior to the start of their work assignment/service.

Qualified firms wishing to submit to the RFP are responsible for providing all services described in this document.

6.0 SELECTION CRITERIA

6.1 GENERAL

The Contractor will be selected on the basis of which proposal is, in the opinion of OCCC, in the best interest of OCCC when all factors are considered. Factors considered will include, but are not necessarily limited to, pricing, services offered, quality, experience, and the ability to perform efficient, economical operations. Also, Contractor performance record, response to this RFP, and service related performance capabilities will be reviewed. OCCC reserves the right to reject any and all proposals or parts thereof, and to waive informalities in the proposals received.

Contractors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.

Contractors shall be cautioned not to minimize the importance of adequate responses, although a particular category may carry less weight than other areas.

The award will be made to the Contractor whose proposal conforms to the RFP and, in the sole judgment of OCCC, will be most advantageous to OCCC.

6.2 INITIAL CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NONRESPONSIVE

OCCC shall initially classify all proposals as either “responsive” or “nonresponsive”. OCCC may deem a proposal nonresponsive if: any of the required information is not provided, the submitted price is found to be excessive or inadequate as measured by the RFP criteria, or the proposal does not meet RFP requirements and specifications. OCCC may find any proposal to be nonresponsive at any time during the procurement process. If OCCC deems a proposal nonresponsive, it will not be considered further.

6.3 CONTRACTOR EVALUATION

More specifically the Contractor’s RFP will be evaluated on the following points.
6.3.1 EVALUATION CRITERIA

- 50% Firm’s relevant experience, qualifications and success in providing services of this type and the firm’s references from current comparable accounts and clients which are comparable to the College
- 25% Cost to the College
- 25% Quality of the firm’s proposal to assist the College in meeting its objectives of quality security services

7.0 TERMS AND CONDITIONS

7.1 RESERVATION

This RFP does not commit OCCC to award a contract. Further, OCCC reserves the right to accept or reject, in part or in its entirety, any or all proposals received, to re-advertise if deemed necessary, and to investigate any or all proposals as required. Proposals which fail to comply fully with any provisions of the specifications and RFP will be considered invalid and will not receive consideration.

7.2 ETHICAL STANDARDS

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established selling agencies maintained by the Contractor for the purpose of securing business.

7.3 COMPLIANCE WITH PROVISIONS

Contractors shall state that they have read, understand and will comply with all provisions and with the standard terms and conditions.

7.4 TERM OF CONTRACT

The required services are to commence no later than October 1, 2014 or a date to be agreed upon by and between OCCC and the Contractor selected by OCCC. The resulting contract will be for the initial period of one (1) year with the option to renegotiate the operations and extend the contract for an additional twelve month period following the initial period of the contract. The renewal option is to be exercised one hundred twenty (120) days prior to the contract ending date. The extended contract(s) shall be on the same terms and conditions as the initial contract, subject to all of the provisions. The contract shall not bind, nor purport to bind, OCCC for any contractual commitment beyond the agreed upon or extended contract period. If OCCC does not intend to negotiate the option to renew, it will provide the Contractor with written notice of such not later than one hundred twenty (120) days prior to the contract ending date. Notwithstanding the above, OCCC shall have the right to terminate the contract, in whole, but not in part, without penalty or expense, at the end of any fiscal year if the Oklahoma Legislature or other appropriate governmental entity fails to appropriate or
allocate sufficient funds to OCCC for the payments required or the activities contemplated under this contract. OCCC’s decisions as to whether sufficient funds are available shall be accepted by the Contractor and shall be final and binding.

7.5 TERMINATION PROVISIONS

The contract may be terminated by either party by giving a one hundred twenty (120) day written notice to the other party. Further, in the event that the Contractor shall fail to carry out and/or comply with covenants, conditions and agreements to be performed by it, or shall fail to comply with any regulations adopted by OCCC, OCCC shall notify the Contractor of such failures or defaults and demand in writing that the same shall be remedied within ten (10) days after the written notice. In the event of failure of the Contractor to remedy the same within the said ten-day period, OCCC shall have the right to immediately cancel and terminate the contract without further notice. In such case, it will be incumbent on the Contractor, if required by OCCC, to continue operation until relieved by a newly selected Contractor.

7.6 CONTRACT GUIDELINES

Contractors should note the following in regard to the State’s contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of the proposal.

7.6.1 The State of Oklahoma may not contract with another party:

i. As set forth above, to support continuation of performance in a subsequent year of a multi-year contract when funds are not appropriated or otherwise made available. The Contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the commodities or services delivered under the contract. No other termination charges shall be authorized.

ii. To pay any penalties or charges for late payment or any penalties or charges which, in fact are penalties, for any reason.

iii. To indemnify and defend that party for any liability and damages; however, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State’s use or possession of equipment and reimburse that party for the loss caused solely by the State’s use or possession, provided that such obligation is determined by and under the procedures of the State of Oklahoma.

iv. Upon default, to pay all sums to become due under a contract.

v. To pay damages, legal expenses or other costs and expenses of any party.

vi. To conduct litigation in a place other than Oklahoma.

vii. To agree to any provision of a contract which violates the laws or
Constitution of the State of Oklahoma.

7.6.2 A party wishing to contract with the State of Oklahoma must:

i. Remove any language from its contract which grants to it and remedies other than:

   The right to possession
   The right to accrued payments

ii. Include in its contract that the laws of the State of Oklahoma govern the contract.

7.6.3 The State of Oklahoma may contract with another party:

i. In the event the legislature of the State of Oklahoma does not appropriate funds for the services described in this Agreement, OCCC may, upon thirty (30) days written notice to Contractor, cancel this Agreement as to that period for which no appropriations were made; or, in the event that there are no funded appropriations from which payment can be made for the services described in this Agreement, OCCC may, upon thirty (30) days written notice to Contractor, cancel this Agreement as to that for which there are no funded appropriations from which payment can be made.

7.7 CONTRACT NEGOTIATION

Due to the anticipated complexities of this contractual relationship, OCCC reserves the right to negotiate with the successful Contractor the final terms and conditions deemed to be most advantageous to OCCC.

7.8 CONTRACT STATUS

The response to this RFP will be considered as an offer to contract. Final negotiations on the best offer will be conducted to resolve any minor differences or informalities.

7.9 CONTRACT COMPONENTS

This RFP, the successful Contractor’s response thereto, and any additional written modifications and/or stipulations mutually agreed upon by OCCC and the successful Contractor will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected Contractor(s) and OCCC.

7.10 LAW AND REGULATIONS

All applicable state and federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though
written out in full in this proposal.

7.11 CONTRACT IMPLEMENTATION

The prospective Contractor must agree to commence work on or before a date mutually agreed upon with OCCC.

7.12 CHOICE OF LAW AND VENUE

The resulting contract shall be construed under the laws of the state of Oklahoma, and venue in any action to enforce the contract shall be in Oklahoma County, Oklahoma.

7.13 REPORTING REQUIREMENT

It should be understood that the Contractor/Consultant will work for and report directly to OCCC in the manner it prescribes.

7.14 EQUAL OPPORTUNITY EMPLOYER

The Contractor must assure that they are an Equal Opportunity Employer, a provider of services and/or assistance, and in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 or the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The Contractor must acknowledge the requirements in their RFP response. Please refer to Certificate of Compliance.

7.15 AMERICANS WITH DISABILITIES ACT

The Contractor must assure compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to this act. The Contractor must acknowledge the requirements in the RFP response.

7.16 DEBARMENT AND SUSPENSION

As supplemented in the Department of Labor regulations (29C.F.R. Part 98), the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in this contract by any governmental debarment or agency.

7.17 ENVIRONMENTAL

The Contractor, if engaged hereby for an amount in excess of $100,000, shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to Customer and federal agencies as required under OMB Circular A-110.
7.18 **ANTI-LOBBYING**

Contractor, if engaged hereby for an amount in excess of $100,000, shall comply with the requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), by providing to OCCC all certifications required there under regarding the disclosure of the use of funds for lobbying. The Contractor will certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

7.19 **ACCESS TO RECORDS**

The Contractor shall maintain all fiscal records and any other records relating to this contract in such a manner as to clearly document the Company's performance hereunder. OCCC, the Federal government, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

7.20 **FEDERAL, STATE, AND LOCAL TAXES, LICENSES, AND PERMITS**

The successful Contractor will comply with all laws and regulations on taxes, licenses, and permits.

7.21 **INDEMNIFICATION REQUIREMENTS**

The below listed requirements are mandatory.

- **Hold Harmless:** The successful Contractor shall indemnify and hold the State Regents harmless from all performance or failure of performance under the resulting contract.
- **Liens:** The successful Contractor shall keep the State Regents free and clear from all liens asserted by any person or firm for any reason arising from the furnishing of services or materials by or to the bidder.
- **Qualification Data:** If necessary to evaluate vendor qualifications, you may be required to furnish additional information. Information may include but not be limited to the following:
  - Ability to meet specifications and quality requirements
  - Availability to provide service
  - Executive and/or key person resumes and references
  - Financial resources and/or audited financial reports
  - Personnel resources and/or experience
7.22 LIMITATION OF LIABILITY

The successful Contractor acknowledges that under the laws of the State of Oklahoma, Contractors may not contractually limit their potential liability. The Oklahoma Constitution prohibits the inclusion of clauses in any OCCC or other State contract which limits the Contractor's liability for fraud, willful injury to persons or property, or violation of the law, whether willful or negligent; or otherwise has the effect of requiring OCCC to indemnify the Contractor for the Contractor's own damages. To the extent any limitation of liability contained in any resulting contract is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

7.23 CONFLICT OF INTEREST

Information on possible conflicts of interest should be provided as part of proposal response. Such information will be taken into account in making a decision on the selection of the Contractor to perform the services. Should a conflict arise during preparations for or while undertaking these services, the Contractor shall immediately advise OCCC of such conflict.

7.24 INTELLECTUAL PROPERTY LICENSES AND RELEASES

The selected Contractor is responsible for any indemnification issues related to or arising from its undertaking and performance of the Statement of Work; and for obtaining all releases, licenses, waivers, permits, or other permission needed for use of talent, copyrighted or trademarked materials, information, sound, or images, or that are or may be subject to common law or other property rights. The selected Contractor is solely responsible for any contracts agreements, licenses, releases, fees or negotiations needed to obtain the necessary rights to use of any and all such talent, materials, information images, sound, and property as well as all related administrative and legal expenses. Selected Contractor's cost to secure and defend intellectual property rights related to performance under the contract shall be included in the firm fixed price contract.
CERTIFICATE OF COMPLIANCE

IMPORTANT: THIS MUST BE READ, SIGNED AND RETURNED
WITH RFP DOCUMENTS

Certificate of Compliance with Executive Order 11246 as amended for Contract in Excess of $10,000.

In entering into any resulting contracts over $10,000 the contractor agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375. These specific requirements state:

I. “Equal opportunity Clause”
   During the performance of this/these contract(s) the contractor agrees as follows:

   A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

   B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

   C. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contractor understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the contractors commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice is conspicuous places available to employees and applicants for employment.

   D. The Contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

   E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rulers regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books records, and accounts by the contracting agency and the Secretary of Labor for
purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 or September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs (A) through (G) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

II. Certification on Non-segregated Facilities:

By the submission of this RFP response and/or acceptance of purchase orders during the above period, the Contractor, offerer, applicant, or subcontractor certifies that no segregated facilities are maintained or provided for employees at any establishments, and that employees are not permitted to perform their services at any locations, under control, where segregated facilities are maintained or controlled by Contractor, offerer, applicant, or subcontractor. Contractor, offerer, applicant, or subcontractor further agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local customs or otherwise. Contractor, offerer, applicant, or subcontractor further agrees that (except where identical certifications are obtained from proposed contractors for specific time periods) Contractor, offerer, applicant, or subcontractor will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the equal opportunity clause; that such certifications will be retained certifications in Contractor, offerer, applicant, or subcontractor files; and that Contractor, offerer, applicant, or subcontractor will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).
CERTIFICATION OF COMPLIANCE

If awarded this Contract _____________________________________________

Company Name

Agrees to comply with the provision of Clauses I and II above.

____________________________________  __________________________
Signature               Date

________________________________________
Title

Subscribed and sworn to before me this _____ day of ____________.

____________________________________
(Seal) Notary Public

____________________________________
My Commission expires


In entering into any contract that exceeds $10,000., the Bidder agrees to comply with
Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as
stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the
requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and
all amendments thereto shall be deemed a material breach of this agreement and shall
subject this contract to cancellation and rescission at the option of Oklahoma City
Community College. Copies of the applicable portions of this law are available from the
Oklahoma City Community College’s Purchasing Office if required.
NO RESPONSE FORM

Please be advised that our company does not wish to submit a proposal in response to the attached referenced Request for Proposal for the following reasons:

_____ Too busy at this time

_____ Not engaged in this type of work

_____ Project too large/small

_____ Cannot meet mandatory specifications (Please specify below)

_____ Other (Please specify)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

COMPANY NAME __________________________ PRINTED NAME __________________________

TITLE __________________________ SIGNATURE __________________________

DATE __________________________ ADDRESS __________________________
Securitas Security Service USA
6206 Waterford Blvd Ste. 300
Oklahoma City, Ok 73118
405 840-3340

G4S Secure Solutions
7100 Terminal Drive Unit 954
Oklahoma City, Oklahoma 73159
405 680-4180

Guardsmark
4801 N. Classen Blvd. Ste. 139
Oklahoma City, Oklahoma 73118
405-840-3122

Allied Barton
5800 E. Skelly Drive, Suite 827
Tulsa, Oklahoma 74135
918-660-7168

Signal 88 Security
7709 NW 101st Street
Oklahoma City, Oklahoma 73162
405-728-8088

Will you please forward a list of vendors to send the RFP to?

Lori Walker
Director of Purchasing
Oklahoma City Community College
John Massey Center
7777 South May Avenue
Oklahoma City, OK 73159
lwalker@occc.edu
(405) 682-7556
(405) 682-7568