



221 South Quarterline Road, Muskegon, MI 49442

**Muskegon Community College
Request For Proposals
Security Services**

SECTION I: Summary

A. Request for Proposals

Muskegon Community College Office of Financial Services seeks proposals from vendors/organizations/firms for **Security Services**.

Sealed proposals will be received by mail, personal delivery, or electronically by **Wednesday, July 29, 2026, at 2:00 PM**. Proposals received after the specified time will not be considered.

Proposals shall be sealed and plainly labeled on the outside of the envelope/box with **“Security Services”** along with the name of the vendor/organization/firm submitting the proposal. It is the sole responsibility of the bidder to ensure that their proposal is received by Muskegon Community College prior to the date and time specified. One (1) original and (5) identical copies should be submitted to the following address:

Muskegon Community College
Attention: Mike Council, Purchasing Manager
Financial Services-Room 1044
221 South Quarterline Road
Muskegon, MI 49442

Electronic Submissions may be made to RFP@muskegoncc.edu

NOTICE: Prospective bidders who have received this document from a source other than the Office of Financial Services should immediately contact the Office and provide their name and mailing address in order to ensure that amendments to the Request for Proposal or other communications are sent to them. Any prospective bidder who fails to provide the Office with this information assumes complete responsibility in the event that they do not receive communications from the Office of Financial Services prior to the closing date. From the time this RFP is issued until award notification is made, all contact with MCC regarding this RFP must be made through the MCC RFP Coordinator. No other person/ MCC employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process at MCC's discretion.

B. Background on Muskegon Community College

Muskegon Community College is located in Muskegon County on the west side of the state near Lake Michigan. It was established in 1926 and is a well-respected and well-supported community college. MCC offers learners of all ages opportunities to earn credits for degrees, certificates, job training programs or transfer to gain skills leading to jobs in high-demand, high-wage career fields. We offer occupational programs, transfer programs, dual enrollment and Early College programs for area high schoolers, and workforce and industrial training.

MCC has a full-time equated student enrollment of approximately 2,300 and an unduplicated head count of approximately 5,400. The College has an annual Operating Fund budget of \$52 million and employs approximately 225 regular full and part-time staff as well as a significant number of adjunct faculty and student assistants. The College offers 41 associate degree programs and 48 certificate programs. The College's main campus, located on a 111-acre campus in Muskegon, includes the Hendrik Meijer Library & Information Technology Center, the Bartels-Rode Gymnasium, the Frauenthal Foundation Fine Arts Center with the Overbrook Theater and Art Gallery, the Stevenson Center for Higher Education, the Science Center, the Health and Wellness Center, and the Art and Music Center. MCC also operates extension centers in Ottawa and Newaygo Counties, as well as the Sturris Technology Center in downtown Muskegon.

SECTION II: Scope

REQUIRED SERVICES & EXPECTATIONS

The Contractor will work pursuant to the specifications indicated in this RFP support the mission of Muskegon Community College:

Muskegon Community College, dedicated to excellence, prepares students, builds communities, and improves lives.

This proposal is not subject to Michigan prevailing wage requirements.

Scope of Duties

The successful Vendor shall be responsible for providing security services performed by qualified employees acceptable to the College and licensed under the requirements of the State of Michigan during the times and at the locations agreed upon by the parties, and for other occasions as may be required by the College.

Duties shall include, but are not limited to:

- Interacting in a professional manner with students, staff, and members of the public
- Conducting frequent foot patrols of college buildings and vehicle patrol of parking lots
- Maintain a visible presence in all areas
- Operating telephones and two-way radios, security camera software, and automated door access control systems
- Broadcasting emergency messages via PA and text/e-mail messaging systems
- Responding to emergencies and alarms
- Provide first aid and CPR, including AED
- Conduct parking lot safety escorts for students and staff as requested
- Provide authorized room access as needed by staff and faculty
- Incident investigation and reporting
- Parking enforcement
- Campus Safety Team meeting participation as requested
- Identify and resolve hazards on campus
- Participate in planning and logistics with support for special events and activities
- Training of staff to properly respond to suspicious activities and potential security risks
- Supporting a “Smoke / Drug / Tobacco Free Campus”
- Monitoring admittance of personnel and authorized visitors to the facilities
- Completing regular property tours (“rounds and inspections”) to ensure campus buildings are secure
- Locking and unlocking exterior and interior doors per an established schedule
- Investigating unusual or suspicious conditions
- Traffic-control duties may be included at some assignments
- Monitoring alarm system and lighting
- Monitoring building temperatures and systems
- Provide fire watch support
- Assist approved vendors, utility representatives, and contractors, with access to MCC property
- Support the prevention of trespass, loitering, damage, or theft of property
- Assist with vehicle jump starts
- Assist with vehicle unlocks

Cooperation with Law Enforcement

Contractor and assigned personnel shall cooperate with law enforcement. For example, assigned personnel may assist with crowd control, facility access, facility closures, if appropriate, in event of an incident at the facility.

Additional Personnel

The Contractor shall maintain reserve personnel and have the ability to provide additional personnel upon four (4) hours advance notice at the applicable contracted rate. The Contractor shall ensure / maintain at least three reserve / alternate personnel ready to assume assignment at the locations upon request.

Assistance with Emergency Plans

Employees of the Contractor assigned to MCC shall assist with reviewing, authoring, or updating any or all of the following:

- Campus Security Plan
- Emergency Operations Plan
- Crime Statistics
- Hazard Communication Plan
- Material Safety Data Sheet Log
- Chemical Hygiene Plan
- Disaster Recovery Plan
- Personal Protective Equipment Guidelines
- Severe Weather Plan
- Clery Report / Reporting
- Maintenance of Safety Equipment / Programs
- Fire Alarm Systems
- Fire Extinguishers
- AEDs
- Evacuation Equipment
- Elevator Emergency Phone Inspections
- Surveillance Cameras
- Card Access System
- Emergency Response Phones

Licenses and Permits

Contractor and assigned personnel shall possess all licenses and permits required by state law or regulation and local ordinance. Furthermore, Contractor shall possess and maintain a business license.

Uniforms and Equipment

The Contractor shall provide uniforms to employees who are assigned to work on the contract at no additional expense to those employees. Uniforms shall include winter jackets and rain gear. Uniforms shall bear a patch identifying the Contractor.

The College will provide contracted Security Officers with communication equipment, i.e., 2-way radios and/or cellular phones and charging equipment to employees who are assigned to work on the contract. Damages or loss of equipment are subject to reimbursement to the College by the Contractor for replacements and/or repairs. Cellular equipment must not be used for entertainment or personal use. Security staff must wear nametags or identification cards at their expense. The Contractor shall ensure that nametags or identification cards are properly worn and displayed.

Background Checks

The Contractor shall certify that all personnel have the ability to work on College premises, with all age groups, without restrictions and have successfully passed the following prior to assignment:

- State and Federal criminal background (including applicant fingerprint process)
- Driving record check and valid Michigan driver's license
- State of Michigan Sex Offender Registry check

Qualifications and Removal

Security Officers must be alert and capable of exercising good judgement, implementing instructions, and assimilating necessary specialized training. Emotional maturity is essential since duties normally require contact with the public and quick action in emergency situations.

A mature person with the ability to deal with the public, diverse populations, good command of the English language (oral and written), suitable physical health to perform the normal duties required of them, ability to defuse a threatening situation, able to physically defend themselves if necessary, and respond to emergency situations as required.

The successful Contractor must ensure that each employee under this contract is licensed in accordance with all State requirements. In the event that a security staff member is considered by the College designee to be unsatisfactory for any reason, the Contractor shall be notified and the staff member so reported shall be removed immediately and replaced as soon as possible.

If security staff fails to report to work at the appointed time, the Contractor shall be responsible for any proven losses endured, plus compensation for the cost of the College staff carrying out duties assigned to the Contractor, if / as required.

Uniforms / Appearance / Grooming

- Assigned personnel shall wear the complete uniform on duty, including badge, company designation patch, and nametag.
- Uniforms shall be in good condition, fitted properly, cleaned, pressed, and shall present a professional appearance.
- Security Officers will adhere to grooming standards published by the Contractor and agreed on by the College prior to execution of any contract.
- Contractor will include grooming standards policy regarding hair, body piercings, and tattoos with this proposal.
- The College may dismiss any Security Officer reporting for duty not properly dressed and equipped. Contractor shall immediately replace the dismissed Security Officer.

Safety / Training

The Contractor shall be knowledgeable of and abide by the provisions of all statutes and regulations regarding health and safety in the State of Michigan.

The Contractor agrees to provide the following certification training for assigned personnel:

- First Aid
- CPR / AED
- Crisis Prevention Training
- Fire Extinguisher Use
- Privacy / Confidentiality Training
- FERPA Training
- Sexual Harassment / Title IX – Training
- De-Escalation
- Firearms/Use of Force/Legal (if contract includes armed Officers)
- All other training deemed appropriate and requested by the college

Responding and Reporting

Assigned personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned personnel shall call for assistance (911) when necessary. Assigned personnel shall report all emergencies to the designated emergency responder(s) as instructed by the MCC Security and Safety Supervisor.

Incident Reports

Contractor shall furnish a written report for incidents of injury, suspicious situations/people, criminal activity, and other incidents as required. Contractor shall furnish a written report within one (1) day of the incident to the MCC Safety and Security Supervisor.

Daily Activity Reports – DAR

Security Officers on each shift at each facility shall maintain a daily field activity report, summarizing the significant events that occurred during that shift. A copy of DARs shall be delivered to the MCC Safety and Security Supervisor weekly.

Staffing / Shift Coverage and Hours

The Contractor must have the ability to provide Security Officers for the following hours and shifts. The college may require armed Security Officers for any or all of the hours, so it is imperative that the Contractor consider this possibility. Staffing hours are represented as maximum possible and may be adjusted to lower numbers in the final contract.

Location	Number of Hours Per Week	Number Officers
Main Campus	24/7 – Up to 168 hours	1 Officer Per Shift
STC	24/7 – Up to 168 hours	1 Officer Per Shift
Ottawa Center	Up to 10 hours (Based on class schedule)	1 Officer

Special Event Staffing

The Contractor must have the ability to provide additional staffing as needed and up to 5 additional Security Officers for special events such as athletic competitions, commencement, etc.

Supervisor

It is required that one position/officer be a supervisor assigned by the Contractor who is responsible for employees of the contractor and for functioning as a liaison between the MCC Safety and Security Supervisor and Contractor. The Supervisor will be assigned to the dayshift.

Schedule Changes

College reserves the right to make schedule changes upon four (4) hour advance notices to Contractor. Schedule changes shall not affect the billing rate agreed upon.

Overtime

The College will only reimburse overtime that is authorized by the College. The College will reimburse the Contractor a rate of one and one-half times the normal billing rate for each person assigned to work overtime. Requests for special events or times of the year that require in excess of forty (40) hours per week of additional service shall be billed at the normal base rate, unless approved by the College as reimbursable at a rate of one and one-half times the normal billing rate for each person assigned to work overtime.

Recognized Holidays and Campus Breaks

This information will be provided to the selected Contractor regularly and upon request. The Contractor will provide security coverage during holidays and campus breaks as needed.

Call In Capability

The Contractor is required to maintain a 24/day call in monitoring system to ensure that contact can be made with the Contractor at all times and that the College facilities may be provided with security services as required.

Campus Closing & Snow Days

There are periods in which campus classes, either power failures, snow days, etc. require cancellations or closures for business operations. Security services will be required during snow days and other campus closings.

College Equipment

Unauthorized use of any College equipment may be cause to terminate, at the College's sole discretion, any security staff from assignment at MCC.

Change in Requirement

The College, without invalidating the contract, may make changes by altering, adding to, or deleting from the security requirements at any time during the life of the contract in order to meet current needs of the College. The Contract pricing shall be adjusted accordingly, upon mutual agreement between the college and the Contractor. All additional requirements shall be executed under the condition of this Contract.

Additional Services

Should the College request additional services during the life of the Contract, an agreement to provide these services at the same price as quoted will be understood as included in the provider's submission.

Armed Security Officers

MCC is considering the deployment of armed Campus Safety Officers. The Contractor must have the ability to deploy armed Officers if requested by the College.

Armed Security Officers will possess all permits and licenses required by state law and local ordinance.

The proposal will include the following:

- Complete outline of the Contractors training program for deployment of armed Security Officers
- Contractor policies regarding authorized firearms and ammunition, firearms ownership, firearms storage, required or issued holsters and related equipment, concealed vs. open carry of firearms
- Resumés of those providing firearms/use of force training for contracted Security Officers

- Resumés of Armed Security Officers that may be deployed at MCC
- Firearms qualification standards including frequency and required course of firearms training

Employment Disclaimer

The employees and students of the College are not employees, agents and or representatives of the Contractor, and the employees of the Contractor are not employees, agents and / or representatives of the College. Each Party will be responsible for all employment rights and benefits of their own employees(s), including without limitation: (i) federal, state and local income and employment taxes and social security contributions; (ii) workers compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and (iii) insurance.

Service Performance

The College reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a person is removed from a College facility, at the request of the College, that person is not to be re-assigned to another College facility.

Invoicing Requirements for Payment

Detailed invoices for contracted services shall be submitted bi-weekly supported by appropriate timesheets suitable to the College designee.

E-mailed (Preferred):

accountspayable@muskegoncc.edu

Hard Copy:

Muskegon Community College
Accounts Payable
221 South Quarterline Road
Muskegon, Michigan 49442

Invoices shall specify such information as the date of work, the building / location of work, hourly rate, number of hours, et cetera. Payment made on the net thirty (30) day basis from the date of receipt. Any invoices submitted which do not include information satisfactory to the Chief Financial Officer or designee will be returned to the Contractor by the Accounting Department for revision and correction.

SECTION III: Proposal Format and Content

- A. MCC will accept proposals until 2:00 PM on Wednesday, July 29, 2026. One (1) original and five (5) copies of the proposal are to be submitted to:

Mike Council
Purchasing and Financial Services Manager
Muskegon Community College
221 S Quarterline Road
Muskegon, MI 49442

***Electronic Submissions may be
submitted to RFP@muskegoncc.edu***

- B. Proposals must adhere to the following format, both in content and sequence. Proposals should be succinct yet provide adequate detail for objective analysis. By submitting a proposal, each vendor/organization/firm certifies that it understands this RFP and has full knowledge of its scope. Each vendor/organization/firm also certifies that it understands that it will be solely responsible for any and all costs relating to preparation of proposals, including any time involved with oral presentations.
1. Title Page: The bidder should identify the RFP subject, the name of the Vendor/Organization/Firm, local address, telephone number, name and title of contact person and date of submission.
 2. Table of Contents: Provide clear identification of the material by section and by page number.
 3. Vendor/Organization/Firm History: Information related to the bidder's qualifications and resources.
 - a. Briefly describe your Vendor/Organization/Firm history, number of employees and years in existence.
 - b. Provide details of your Vendor/Organization/Firm financial status and stability.
 4. Complete Proposed Pricing Structure: The initial contract term shall be two years with two one-year extension options at the sole discretion of the College. The pricing structure shall be proposed and articulated for each of the four years through hourly pay rates as indicated in the following tables (Add additional tables to include all four years):

2026-2027				
Unarmed Hourly	Pay Rate	Bill Rate	Overtime Rate	Holiday Rate
Supervisor				
Security Officer				
2026-2027				
Armed Hourly	Pay Rate	Bill Rate	Overtime Rate	Holiday Rate
Supervisor				
Security Officer				

5. The yearly renewal shall occur, at the option of the College, at least 60 days prior to the annual contract termination date by way of the issuance of a purchase order for the next ensuing year.
6. References: List at least three (3) client references. (See Schedule A).
7. Required Forms: Complete and sign all required forms (See Schedules B and C).

Evaluation Criteria

General criteria upon which proposals will be evaluated include, but are not limited to, the following:

Criteria	Points
Security Program and Operational Plan	25
Officer Training and Supervision	25
Experience in Educational/Campus Settings	20
References and Performance History	15
Cost	15
Total	100

SECTION IV: SUBMISSION INSTRUCTIONS

By submitting a response to this RFP, Proposer agrees to the following terms and conditions:

1. **Anticipated Timeline.** Listed below are dates and times of actions related to this RFP:

Action	Date
RFP Issued	Monday, July 6, 2026
Pre-Bid Walkthroughs (Mandatory)	Monday, July 13, 2026, 11:00 AM Blue and Gold Room
Deadline for Receiving Questions	Friday, July 17, 2026, 8:00 AM
Responses to Questions	Wednesday, July 22, 2026, 5:00 PM
Proposal Due	Wednesday, July 29, 2026, 2:00 PM
Presentations / Interviews (virtually) (If necessary)	Week of August 10th, 2026
Selection of Vendor	Wednesday August 19, 2026

Late submissions will not be considered.

2. **Submission Format**

- Electronic submissions are preferred and must be sent to RFP@muskegoncc.edu
- If submitting in hard copy, send 3 copies to:

Muskegon Community College
Attn: Mike Council
Room # 1044B
221 S. Quarterline Rd.
Muskegon, MI 49442

Proposers who submit responses electronically will receive confirmation of receipt via email within one business day of submission. If a proposer does not receive confirmation within one business day, they should contact Mike Council by telephone at 231-777-0669.

3. **Proposer Questions or Clarifications.** If any Proposer contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, it may submit to MCC a written request for an interpretation thereof. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a vendor shall be binding. All inquiries regarding this proposal must be emailed to RFP@muskegoncc.edu.
4. **Proposal Amendments.** MCC reserves the right to amend this RFP without altering the timing requirements indicated. Any changes or addenda to this RFP will be communicated in writing to all Proposers as quickly as possible.
5. **Proposal Rejection.** MCC reserves the right to reject any Proposer's response for any reason. MCC is under no obligation to award any proposer the business and may elect to reject all responses and pursue actions outside of this RFP process.
6. **Proposer Expenses.** Proposer is solely responsible for any expenses incurred by it for proposal preparation and submission. This includes attendance at personal interviews or other meetings.
7. **Selection Process.** The selection process will be performed by a selection committee representing the Muskegon Community College's Physical Plant and Administration. This group will evaluate the proposals and make the final recommendation.
8. **Contract Awarded and Pricing Structure.** Proposals are to include all fees/hourly rates.
9. **Duration of Offer.** All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal is due, unless extended by mutual written agreement between Muskegon Community College and the vendor.
10. **Review Final Contract Documents.** If MCC awards this project to a Proposer, this RFP and the selected Proposer's proposal, including all appendices or attachments, will become part of the final contract.
11. **Freedom of Information Act.** The content of all proposals, correspondence, addenda, memoranda, working papers and other media which discloses any aspect of the RFP process shall be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal(s) and the proposal(s) not selected, and the information in those proposals that a Proposer may consider proprietary in nature. Therefore, MCC makes no representation it can or will maintain the confidentiality of such information. The act of submitting a proposal to MCC shall be construed as understanding and acceptance of this public information disclosure requirement.

12. **Equal Opportunity Notice.** It is the policy of Muskegon Community College to provide equal opportunities and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin, marital status, sexual orientation, gender identity, transgender status, political persuasion, disability, height, weight, veteran status, age or any other protected class. It is the policy of the College to patronize only those companies and vendors that demonstrate a commitment to equal opportunity within their own enterprises and abide by Federal and State laws.

SECTION V: FINAL CONTRACT

Following the award, MCC and the selected vendor will negotiate the terms of the definitive contract. In the event that an acceptable contract cannot be reached with the selected vendor, MCC may withdraw its award and negotiate with the next highest ranked Proposer, and so on, until an acceptable contract has been finalized. Alternatively, MCC may cancel the RFP, at its sole discretion.

The definitive contract shall at a minimum, contain the insurance provisions set forth in Section VI below and the following terms:

1. This is not an agreement of employment or partnership of the selected vendor or any of its employees by MCC. The vendor is an independent contractor for all purposes under this Agreement.
2. The selected vendor shall perform its services in a professional manner and shall use only qualified and experienced personnel.
3. The selected vendor agrees to maintain at all times, adequate staff of experienced and qualified employees for efficient performance under this Agreement.
4. The selected vendor agrees that all personnel working for or on its behalf, while on MCC's premises, shall obey the rules and regulations that are established by MCC, and shall comply with the reasonable directions of MCC's managerial staff.
5. The selected vendor shall be responsible for all damages to persons or property caused by the vendor or any of its agents or employees while on MCC's premises. The vendor shall promptly repair to the specifications of MCC any damage that it, or its employees or agents, may cause to MCC's premises or equipment. If the vendor fails to do so, MCC may repair such damage, and the vendor shall reimburse MCC promptly for the cost of repair.

6. The vendor agrees that, in the event of an accident of any kind, the vendor will immediately notify MCC's contact person and thereafter, if requested, furnish a full-written report of such accident.
7. MCC shall have no responsibility for the loss, theft, disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of the vendor or its employees or subcontractors.
8. The contract may be terminated by mutual consent of both parties or by MCC at its discretion. This contract, if awarded, may be cancelled in whole or in part by MCC upon giving at least sixty (60) days written notice prior to cancellation; except that nonperformance on the part of the vendor will be grounds for termination. Termination will take place within fifteen (15) days of notification.
9. All prices for the vendor's goods and/or services hereunder are firm for the term of this Agreement. MCC shall pay the vendor for satisfactory delivery of goods and /or performance of the services specified in this Agreement, and any related addenda.
10. The vendor will abide by all State and Federal Regulations on wages and hours of any employee. The vendor shall be responsible for all its employees and subcontractors, and their actions during their term of the contract with MCC. The vendor shall keep current all licenses and permits.

SECTION VI: Insurance Requirements

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Muskegon Community College. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- 1. Coverage.** The selected Contractor shall maintain insurance, having the coverage described below and approved by MCC, prior to the contract, and shall maintain such insurance until the contract is terminated according to the prescribed procedures.
- 2. Evidence of Insurance.** The Contractor shall furnish MCC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the

insurance requirements set forth above. Contractor shall give MCC written notice promptly, and in any event within two (2) business days after Contractor receives, sends, or otherwise becomes aware of notice of, any cancellation or non-renewal of, or any change to, any insurance referred to therein that would cause it to no longer comply with the requirements of this Section (including any reduction in limits below, narrowing of coverage below, or increase in deductible or self-insured retention above, the levels required herein), and shall use commercially reasonable efforts to obtain a notice-of-cancellation endorsement in MCC's favor where available. Failure to furnish the required certificate or failure to maintain the required insurance may result in termination of this Agreement at MCC's option. Any waiver of Contractor's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of MCC. Failure of MCC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of MCC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

3. Certified Copies of Policies. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of MCC's written request for said copies. Upon MCC's request, contractor shall also furnish copies of the additional insured, primary and non-contributory, and waiver of subrogation endorsements required under this Section.

4. Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). "MCC, its elected and appointed officials, employees, students, agents and volunteers" shall be included as an additional insured for both ongoing and completed operations under the CGL and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to College. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

5. Automobile and Umbrella Liability Insurance. Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 for each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). "MCC, its elected and appointed officials, employees, students, agents and

volunteers" shall be included as additional insureds, and this insurance shall apply as primary and non-contributory with respect to any insurance or self-insurance maintained by the College. The foregoing primary and non-contributory requirement shall not apply to College-owned vehicles operated by Contractor's personnel; with respect to such vehicles, the College's insurance shall be primary as provided in the College-Owned Vehicles provision of this Section, and any automobile coverage maintained by Contractor shall apply only as excess over the College's insurance. Any commercial umbrella shall follow form over, and apply on an additional insured basis consistent with, the underlying automobile, commercial general, and employer's liability coverages.

6. Workers Compensation Insurance. Contractor shall maintain workers compensation and Employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

7. Commercial Property Insurance. Contractor may, at its option, purchase business income, extra expense or similar coverage, and in no event shall MCC be liable for any business interruption or other consequential loss sustained by Contractor, whether or not it is insured, even if such loss is caused by the negligence of MCC, its elected and appointed officials, employees, students, agents, or volunteers. Contractor may, at its option, purchase insurance to cover its personal property. In no event shall MCC be liable for any damage to or loss of personal property sustained by Contractor, whether it is insured, even if such loss is caused by the negligence of MCC, its elected and appointed officials, employees, students, agents and volunteers.

8. Professional Liability / Security Services and Umbrella Liability Insurance. Contractor shall maintain in force for the duration of this contract professional liability (errors and omissions) and, if necessary, commercial umbrella liability insurance, including coverage for the rendering of or failure to render security services. Such coverage shall respond to wrongful acts arising out of security operations, including but not limited to failure to provide security services, negligent or improper performance of security duties, negligent hiring, training, supervision, or retention of personnel, and, to the extent not covered under the commercial general liability policy, assault and battery, false arrest or detention, and personal injury arising from security services. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the Contractor's services as defined in this Agreement. Coverage shall be written subject to limits of not less than \$5,000,000 per loss. If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

9. Acceptability of Insurers. All required insurance shall be purchased from insurers acceptable to MCC. MCC shall have the right to reject insurance from an insurer that it deems unacceptable due to poor financial condition or because it is not operating legally.

10. No Representation of Coverage Adequacy. By requiring insurance herein, MCC does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to MCC in this contract.

11. Indemnification. Contractor agrees to defend, indemnify and hold MCC, its elected and appointed officials, employees, students, agents and volunteers harmless from any claim, including, but not limited to death, bodily injury, personal injury or property damage, together with reasonable attorneys' fees and court costs, arising from Contractor's performance under this Agreement, except, however, Contractor will not be required to indemnify MCC for claims that arise out of the sole negligence or willful misconduct of MCC.

12. Subcontractor Requirements. Contractor agrees to contractually obligate its subcontractors to indemnify MCC in precise conformance to the terms of Contractor's obligation to indemnify MCC pursuant to this Agreement. The Contractor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Contractor pursuant to the terms and conditions of this Agreement.

13. Cancellation or Reduction in Coverage. In the event of a lapse or reduction in the required coverages, the Contractor shall cease operations and shall not resume operations until new insurance is in force.

14. Lost Key / Re-Keying Coverage. Contractor shall maintain coverage, whether by endorsement to the policies required herein or by a separate crime, fidelity, or care, custody and control policy, for the cost of replacing keys and access credentials and re-keying, replacing, or reprogramming locks and electronic or card-access systems necessitated by the loss, theft, or non-return of keys or access credentials entrusted to Contractor or its personnel. Such coverage shall be written with a sublimit of not less than \$50,000.

15. College-Owned Vehicles. The College will maintain insurance on its motor vehicles, including while such vehicles are operated by Contractor personnel. Contractor personnel who operate College-owned vehicles must satisfy the College's usual motor vehicle operating and use requirements, which the College will provide to the selected Contractor and to prospective bidders upon request. The priority of coverage between the College's insurance and any automobile coverage maintained by Contractor is addressed in the Automobile and Umbrella Liability Insurance provision of this Section.

16. Waiver of Subrogation. Contractor waives all rights against “MCC, its elected and appointed officials, employees, students, agents and volunteers” for recovery of damages to the extent such damages are covered by the insurance maintained pursuant to this Agreement. Contractor shall require its insurers, by endorsement, to waive all rights of subrogation against MCC under the commercial general liability, automobile liability, professional / security services liability, commercial umbrella or excess, and workers compensation and employer’s liability policies, and shall evidence such waivers on the certificate(s) of insurance.

17. Sexual Abuse and Molestation Liability. Contractor shall maintain coverage for liability arising from sexual abuse, molestation, or misconduct, whether by endorsement to the commercial general liability policy or by separate policy, with a limit of not less than \$5,000,000 per occurrence or claim. Such coverage shall extend to negligent hiring, training, supervision, or retention of personnel giving rise to such claims.

18. Firearms and Use of Force. If the College authorizes the deployment of armed Security Officers, the liability insurance required under this Section shall affirmatively cover, and shall not exclude, liability arising from the use of firearms and the use of force by Contractor’s personnel. Contractor shall confirm that no assault and battery, firearms, or use-of-force exclusion or sublimit applies that would reduce available coverage below \$5,000,000 for such claims.

19. Crime / Third-Party Fidelity. Contractor shall maintain crime or fidelity insurance, including third-party coverage, insuring against loss of money, securities, or other property of the College or third parties resulting from theft, dishonesty, or fraudulent acts of Contractor’s personnel, with a limit of not less than \$500,000 per loss. This requirement is in addition to the lost key / re-keying coverage required above.

20. Cyber and Privacy Liability. Since Contractor’s personnel may access surveillance systems, electronic access-control data, and student or personnel records, Contractor shall maintain cyber and privacy liability insurance covering unauthorized access to, disclosure of, or misuse of confidential or personal information, with a limit of not less than \$1,000,000 per claim.

SCHEDULE A

List of References

IMPORTANT: This form must be returned with the bid proposal form.

1. Name of Company_____

Address_____

Contact Person/Title_____

E-mail Address_____

Telephone Number_____

2. Name of Company _____

Address_____

Contact Person/Title_____

E-mail Address_____

Telephone Number_____

3. Name of Company_____

Address_____

Contact Person/Title_____

E-mail Address_____

Telephone Number_____

SCHEDULE B

**MUSKEGON COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
Security Services**

BIDDER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions, Terms and Conditions, Scope of Services, Bid forms and all other documents accompanying this proposal.

I propose to furnish the services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of sixty (60) days in order to allow Muskegon Community College adequate time to evaluate the proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this proposal on behalf of the vendor/organization/firm and that the vendor/organization/firm is ready, willing and able to perform if awarded this bid/proposal.

I further certify that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of Muskegon Community College or of any other bidder interested in bid/proposal; and the undersigned executed this bidder's certification with full knowledge and understanding of the matters contained and was duly authorized to do so.

Name of Vendor/Organization/Firm

Signature

Name & Title

Mailing Address

Telephone Number

E-mail Address

