



ST. JOHNS RIVER
S T A T E C O L L E G E

Request for Proposal

RFP No: RFP-SJR-13-2016
RFP Name: Security Services for SJR State
RFP Due: July 27, 2016 @ 2:00pm EST

St. Johns River State College

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1.0 General Terms and Conditions

2.0 Contract Term

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St. Johns River State College serves students in Putnam, St. Johns and Clay counties. SJR State is issuing the RFP to identify a qualified contractor who can provide security services for its campuses located in Orange Park, and St. Augustine and services for its Campus in Palatka on an as-needed basis. The contract for this RFP will be awarded to the vendor who best meets the need of the college.

St. Johns River State College Campus Locations

Palatka Campus

5001 St. Johns Ave

Palatka, FL 32177

St. Augustine Campus

2990 College Drive

St. Augustine FL 32080

Orange Park Campus

283 College Drive

Orange Park, FL 32065

1.0 General Terms and Conditions

All Companies submitting a response to this RFP understand and agree that the affirmative act of submitting a response constitutes acceptance and agreement to the General Terms and Conditions. Proposers are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.

RFP DATE AND TIME

All Proposals must be delivered to the Purchasing Office, located at 5001 St. Johns Ave, Palatka FL 32177 on or before the due date as listed below. Please **boldly** indicate **the RFP number** on the outside of your sealed proposal envelope to assist the College internally in identifying your bid.

To be responsive your proposal shall be signed by an authorized employee/officer with the authority to bind a contract.

To be considered responsive, bidders **shall** deliver before 2:00 p.m. EST. on **07/27/2016** one (1) original hard copy, (6) six number of duplicate copies and provide one (1) USB drive that contains "all" of your documentation included in the original bid in a **pdf** format.

Note: Original proposal must be marked **ORIGINAL** and must have original signatures. Please label the USB drive with the College's name, RFP number, and your company's name. (i.e. "Copy" Bid, RFP-SJR-

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13-2016). It is the bidder's responsibility to guarantee the USB drive is 100% identical to your original hard copy bid. In the event of a discrepancy, your original hard copy will prevail.

PLACE FOR RECEIVING PROPOSALS

Bids may be mailed or hand delivered to:

St. Johns River State College
c/o Purchasing Coordinator
Office of Business Affairs, Building "A"
5001 St. Johns Ave
Palatka, Florida 32177

All bids must arrive and be date/time stamped by a Purchasing Department representative prior to the specified bid due date/time. Bids received after that time **will not be accepted**. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that cause a bid to arrive at the Business Office, Building "A", Room A0029 after the designated bid due date/time.

PUBLIC BID OPENING

St. Johns River State College will conduct a Public bid/proposal opening at **2:30pm on 07/27/2016** in the College's Board Room, located at 5001 St. Johns Avenue, Palatka Florida Building A, Room #A-154. **Sealed bids, proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed below.**

RFP PACKAGE

Interested bidders may obtain a RFP Package from Julianne Young, Purchasing Coordinator for St. Johns River State College by any of the following methods.

By email: julianneyoung@SJRState.edu

By download, available at : www.SJRState.edu/132016

By USPS: Request sent certified mail to:

Purchasing Department
St. Johns River State College
5001 St. Johns Ave
Palatka, Florida 32177

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Walk-in Pick Up:

St. Johns River State College
c/o Purchasing Coordinator
Office of Business Affairs, Building "A"
5001 St. Johns Ave
Palatka, Florida 32177

RFP AWARD PROCESS

The basis for bid award, if awarded, is to the lowest or best bid for basic services which meets or exceeds the conditions of the bid specifications and the College is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the College. Notice of intent to award is anticipated by the close of business on **08/04/2016**. **POSTING OF RECOMMENDATION OF AWARD:** The Colleges recommendation of award will be posted to www.SJRState.edu/132016

IDENTICAL OR TIED PROPOSALS/BIDS (USING FEDERAL FUNDS): The decision for the award of tied bids/proposals shall be made after a careful review of the circumstances surrounding the tie, pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a drug-free workplace program(s); if still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service Disabled Veterans owned businesses certified by the State Department of Management Services so as to break a tie bid and award a tied bid to a certified Service Disabled Veterans owned businesses when all other things are equal.

IDENTICAL OR TIED PROPOSALS/BIDS (USING STATE FUNDS): The decision for the award of tied bids/proposals shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Proposers, if still tied, pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a drug-free workplace program(s); if still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service Disabled Veterans owned businesses certified by the State Department of Management Services so as to break a tie bid and award a tied bid to a certified Service Disabled Veterans owned businesses when all other things are equal; if still tied, finally by flip of coin, when all other factors are equal.

PROTEST OF INTENDED DECISION

A Notice of Intended Decision to recommend or reject proposals will be posted in the Purchasing Department and at the Purchasing website <http://www.SJRState.edu/purchasingdept.html>. In the event an unsuccessful firm desires to protest the College's notice of intended decision to award or reject a proposal, that Firm shall be required to comply with the **St. Johns River State College's RFP Protest Procedure** a copy of which is available from the Purchasing Coordinator, including, without limitation, filing a notice of protest with the Purchasing Coordinator, in writing, within seventy-two (72) hours after receipt of the notice or posting of the intended decision, and filing a formal written protest within ten (10) calendar days after the date the notice of protest is filed which also must be received in writing by the Purchasing Coordinator. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, which is 72 hours, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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ADVERTISING

In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College. Violation of this stipulation may be subject to the action covered by ARTICLE 30 of these General Conditions.

APPLICABLE LAW

The bidder shall comply with all federal, state, county and local laws, rules, ordinances and regulations (“Laws”) applicable to the Bidder’s response to the RFP, the contract executed in connection with the RFP, and the provision of services under the RFP and the contract. The term “Laws” as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution. This RFP and the contract to be executed in connection with the award of this RFP must be modified in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

Venue

The contract, when entered into and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and firm hereby agree that venue shall be in Putnam County, FL.

ASSIGNMENT

If awarded, neither the resulting contract nor any of the Contractor’s rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of SJR State. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote on the majority of the outstanding voting stock of the Contractor after the date hereof shall constitute an assignment of this Contract for purposes of this Section, and then in its discretion, SJR State shall have the right to terminate the contract and shall specify the termination date in its written notice of termination. Any purchase order issued pursuant to this solicitation and any monies which may become due there under are not assignable except with the prior written approval of the College.

AWARD

As the best interest of St. Johns River State College may require, the right is reserved to reject any and all proposals, or any portion of RFP s, to waive any informality in proposals received, or to accept any item or group of items unless qualified by the Proposer. The College reserves the right to reject any portion or all proposals, to resolicit proposals or not and to waive informalities as deemed in the best interest of the College. The College reserves the right to issue to proposers Request for Information (RFI’s), to solicit best and final offers from all finalist firms and or to negotiate a satisfactory award of any portion(s) of this RFP with the top ranked firm. If this proposal requests prices for multiple items. The College reserves the right to award the proposal, by item, to the Bidder(s) which, in the sole discretion of the College, is the most responsive and responsible Bidder(s), price, qualifications and other factors considered for that item. The issuance of a purchase order constitutes a binding contract.

BOND

A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

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BRAND NAME OR EQUAL

(As used in this paragraph, the term "brand name" includes identification of supplies by make and model.) If the items called for herein have been identified in the Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory if they meet the listed essential requirements. Proposals offering "equal" products will be considered for award, if allowed by the proposals/Special Conditions and if such products are clearly identified and are determined by the college to be equal in all material respects to the brand name products listed in the specifications. Unless the Proposer indicates in his proposal that he is offering an "equal" product, his proposal shall be considered as offering a brand name product identified in the specifications.

COMPLIANCE WITH SPECIFICATIONS

When formal specifications are referenced in the solicitation, insertion of brand names or makes and model numbers by the Proposer will be understood to mean that the product offered fully complies with such specifications unless the Proposer specifically states otherwise.

CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new (current production model) at the time of the solicitation unless otherwise stipulated in the solicitation. All containers shall be suitable for storage or shipment. Proposal prices shall include standard commercial packaging, unless otherwise stipulated in the solicitation.

CONE OF SILENCE

From the time the public advertisement of this (ITN, RFQ, RFP, ITB, or other) takes place until the (ITN, RFQ, RFP, ITB, or other) is awarded and approved by the Board of Trustees, a vendor shall not contact any other College personnel or members of the College's District Board of Trustees, or Administrative staff either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the Cone of Silence policy is grounds for disqualification from this (ITN, RFQ, RFP, ITB, or other) process and vendor will not receive further consideration in reference to this (ITN, RFQ, RFP, ITB, or other).

It is expected that personnel and team members from firms that have applied for this selection refrain from posting opinions, provide commentary or engage in any discussion regarding the selection by the use of social media such as Twitter, Facebook, My Space and the like. Violation of these guidelines may result in disqualification of the applicant. The latter applies to employees of the Proposer, retained consultants or any other representative or individual promoting on behalf of the Proposer. Violation of these guidelines may constitute grounds for disqualification.

CONFLICT OF INTEREST

Any award hereunder is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Proposers must disclose the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Proposers must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches or dealerships.

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COOPERATIVE PURCHASE AGREEMENT

As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c) and with the consent and agreement of the successful Respondent(s)/Bidder(s), purchases may be made under this RFP/Bid Solicitation by other State of Florida community/state colleges, state universities, district school boards, political subdivisions and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal/bid solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the RFP/Bid solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful Respondent(s)/Bidder(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No other state agency receives any liability by virtue of this RFP/Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

DEFINITIONS

College, SJR State or St. Johns River State College refers to The St. Johns River State College. The college is a political subdivision of the State of Florida.

Firm, vendor, business, proposer, contractor or bidder in this document refers to respondents to this invitation to bid.

ELIGIBLE BIDDERS

Eligible bidders are defined as those bidders who are not excluded from bidding according to the Federal Government’s Excluded Parties List (www.epls.gov) or by Section 287.133, Florida Statute.

EXCEPTIONS TO THE CONTRACT

Not all items cataloged by the successful Proposer will be purchased under the ensuing contract. Some office supply, equipment or furniture purchases will be made from other sources as required by law or regulation, for example, purchases from state contract vendors, Florida Association of Rehabilitation Facilities (RESPECT) or Florida Prison Industries (PRIDE). For more detailed information on state contracts, or items marketed by RESPECT or PRIDE, contact the purchasing office of this solicitation.

MANNER OF PERFORMANCE

The Contractor shall perform all its obligations and functions under contract entered into in accordance with the requirements and standards contained herein and in a professional and businesslike manner so that the Orange Park and St. Augustine Campuses, and the Palatka Campus as needed, are kept and maintained in a secure condition. The Contractor shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the various users of the College and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any occupants of the premises, or be offensive to others at the College.

PAYMENT

Payment will be made by the College after the items have been received, inspected, and found to comply with the specifications, are free of damage or defect, and have been properly invoiced. Discounts will be taken if

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payment is made within the discount period. All invoices shall bear the College purchase order number. Payments for services rendered to the college. If contract is awarded, payment to contractor for services will be monthly for the rendition of the preceding month's service during the term thereof.

PERSONNEL

Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of Services. If the College, in the College's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors at Property, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide qualified replacement. Contractor employees shall report to designated personnel upon arrival and departure from property in the performance of services. Contractor's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco free campus.

PROTEST OF RFP DOCUMENT

All firms are required to thoroughly review the RFP document within a reasonable time after receipt. Any concerns or comments relating to the RFP documents shall be brought to the attention of the College's Purchasing Coordinator: Julianne Young, in writing, promptly after receipt. However, if the Firm desires to protest the RFP document, or any of the specifications, requirements, or procedures thereof, the Firms will be required to comply with the St. Johns River State College's RFP Protest Procedures, a copy of which is available from the Purchasing Coordinator at St. Johns River State College within seventy-two (72) hours after receipt of the proposal document. Failure to comply with this procedure will constitute a waiver by the Firms of any right to later protest on the basis of the form, content and substance, including without limitation, the specifications, requirements or procedures, of the RFP documents.

PUBLIC RECORDS

To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- (a) Keep and maintain public records required by COLLEGE to perform the service.
- (b) Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COLLEGE.
- (d) Upon completion of the contract, transfer, at no cost, to COLLEGE all public records in possession of the CONTRACTOR or keep and maintain public records required by COLLEGE to perform the service. If the CONTRACTOR transfers all public records to COLLEGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining

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public records. All records stored electronically must be provided to COLLEGE, upon request from COLLEGE's custodian of public records, in a format that is compatible with the information technology systems of COLLEGE.

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

MELISSA MILLER

5001 ST. JOHNS AVE

PALATKA, FL 32177

MELISSAMILLER@SJRSTATE.EDU

(386)312-4106

(f) THE CONTRACTOR ACKNOWLEDGES THAT SJR STATE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON SJR STATE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT HE HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

PUBLIC ENTITY CRIME

Contractor selection will be in accordance with the Public Entity Crimes statute, Florida Statute 287.133 which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a BID/RFP/RFQ on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in 287.017 for Category Two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. A completed Public Entity Crime Form must be returned in the RFP response.

RFP RESPONSE MATERIALS

Any material submitted in response to this invitation to respond becomes the property of the College upon delivery to the Office of the Purchasing Coordinator and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful proposer. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material which the responding bidder or proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

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SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA), Federal EPA, Florida DER and any standards otherwise stipulated in the solicitation.

SAFETY REQUIREMENTS

The Contractor by submitting a proposal response agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

SOVEREIGN IMMUNITY

The parties hereto acknowledge and agree that St. Johns River State College is a political subdivision of the State of Florida. As such, the College is entitled to sovereign immunity except to the extent of the waiver set forth in 768.28 F.S., the College's performance under any resulting agreement and any amendments thereto or attachments connected there with, shall at all times be subject to any and all state laws, state regulations and College District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein.

TAXES

The College does not pay federal, excise or state sales taxes. The applicable tax exemption numbers are:

Florida Sales Tax: 85-8013170533C-4

Federal Identification Number: 59-1033399

WITHDRAWAL OF PROPOSAL

Proposal may be withdrawn by written or telegraphic notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.0 Contract Term

If awarded, the successful bidder will enter into a contract with the College based on the bid specifications and the result of the bid. SJR State has the option and reserves the right to extend the contract beyond the initial 12 month period for three (3) additional twelve (12) month periods by mutual consent of the parties. This option does not prohibit SJR State from declining to enact the option to renew for any subsequent period(s). At the time of renewal, inflationary increases, if any, shall be mutually agreed upon but shall not exceed the Consumer Price Index for Other Goods and Services as reported by the U.S. Department of Labor Consumer Price Index Summary for each renewal period (available online at <http://www.bls.gov/news.release/cpi.nr0.htm>) The index used to adjust the Agreement price will be the 'unadjusted twelve (12) month' index for the last month of the executed Agreement available immediately preceding the notice for annual renewal. Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term.

The contract, if awarded, may be cancelled without cause by SJR State College with 30 days prior written notice to the awarded bidder.

3.0 Schedule

The following schedule is a general guideline for issuance and recommendation of award of this RFP and issuance of the contract. The College may change the dates of any events of this RFP and the issuance of the Contract. Any changes to this schedule will be posted on the webpage dedicated to this RFP which can be found at: www.SJRState.edu/132016

Tentative Dates Scheduled

Issue RFP	Monday, June 27, 2016
Pre-Bid Meeting	Tuesday, July 12, 2016 at 3:00pm EST
Written questions due by 2:00 pm	Tuesday, July 19, 2016
*submit via email julianneyoung@SJRState.edu	
Proposals Due by 2:00 pm	Wednesday, July 27, 2016
Public Opening of Proposals	Wednesday, July 27, 2016
Evaluation Committee Review of Responsive Proposals	Wednesday, August 3, 2016
Intent to Award Recommendation Issued*	Thursday, August 4, 2016

*The Bid Award is contingent upon acceptance and approval by the St. Johns River State College Board of Trustees of the recommended Intent to Award. The recommendation of the Intent to Award will be presented at the August board meeting on August 24, 2016 beginning at 3:00pm EST on the St. Augustine Campus, located at 2990 College Drive, St. Augustine, FL 32084 in the Criminal Justice Multipurpose Room, Room Number J-149

PRE-BID MEETING

The college will conduct a pre-bid meeting on Tuesday, July 12, 2016. The meeting will be held in the College's Board Room, located at 5001 St. Johns Avenue, Palatka Florida Building A, Room #A-154 beginning at 3:00pm EST.

Attendance at the pre-bid meeting is a **mandatory requirement to be considered a 'Responsive Bidder'**.

3.2.1 Americans with Disabilities Act of 1990

If special accommodations are required in order to attend any Public Meeting, Pre-Bid Conference, Tour of Grounds, etc., contact the Purchasing Coordinator via email at julianneyoung@SJRState.edu or at 386-312-4156.

EVALUATION COMMITTEE REVIEW OF RESPONSIVE PROPOSALS

The college will conduct an evaluation committee meeting in an effort to select the vendor in which the committee intends to award the contract to on Wednesday, August 3, 2016. The meeting will be held in the College's Executive Board Room, located at 5001 St. Johns Avenue, Palatka Florida Building A, Room #A-0110 beginning at 1:30pm EST. The Meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

4.0 Proposal Instructions

QUESTIONS

Questions concerning this Invitation to Bid shall be directed to: Julianne Young by email at: julianneyoung@SJRState.edu and to no other person or department at the College.

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MANDATORY REQUIREMENTS FOR RESPONSIVE BIDDERS

This section of the RFP provides proposers with instructions concerning required information that must be submitted as part of their proposal. Failure to provide any of the required information or required documents or failure to arrange the proposal in accordance with these instructions may result in the proposal being rejected.

INSURANCE

The “awarded” contractor shall furnish a current Certificate of Insurance to the College’s Purchasing Coordinator prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the College will be provided 30 days written notice if your policy lapses for any reason. This certificate must include the College Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

Minimum Insurance Requirements Schedule

Policy:	Workers Compensation
Coverage:	WC Statutory Limits
Policy:	Automobile Liability
Coverage:	\$1,000,000 Combined Single Limit Each Accident
Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 5,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Adv Injury
	\$2,000,000 General Aggregate
	\$2,000,000 Products – Comp/OP Aggregate

The Contractor’s comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained within. It shall also name St Johns River State College as an additional insured for liability arising out of operations performed for St. Johns River State College.

Such insurance shall be written by a company or companies approved to do business in the State of Florida and have a Best Rating of AA or better.

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The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by St. Johns River State College, Attn: Ms. Melissa Miller, 5001 St. Johns Avenue, Palatka, Florida 32177-3897.

The Contractor shall provide Certificate of Insurance reflecting coverage for Professional Law Enforcement Liability with SJR State named as additional insured:

Limits: minimum of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for Professional Law Enforcement Liability.

5.0 Specifications

5.1 Contractor obligations:

- 5.1.1 The Contractor will handle confidential and sensitive matters involving internal and external security investigations for SJR State. The Contractor will use discretion in the most effective and efficient manner while utilizing sophisticated state of the art investigative equipment. Particular emphasis shall be placed on hourly surveillance, investigations, activities verification, written reports, security consultation directed toward analyzing potential security concerns and developing recommendations to deal with those concerns.
- 5.1.2 The Contractor shall furnish all labor, supplies, materials, uniforms, firearms, electronic automated security tour confirmation devices, related hardware, equipment, reports and spreadsheets, and supervision, and shall satisfactorily perform the services specified herein under these specifications.
- 5.1.3 The Contractor shall provide a security force that will be alert to implement and improve present security measures. The Contractor shall advise and make recommendations to the SJR State Director of Campus Safety, to the Orange Park and St. Augustine Campus Executive Directors, and to the SJR State Senior Vice President concerning security protection and concerns related thereto.
- 5.1.4 The Contractor shall be currently licensed by the State of Florida, Department of State, Division of Licensing, holding a valid security agency Class B license, or if a branch office, must possess a valid Class BB license pursuant to Section 493.6301 (1) and (2), F.S. The Contractor must currently provide a minimum of 10,000 contract security hours annually in the State of Florida.

5.2 Scope of Security Services

- 5.2.1 In the performance of work herein, the Contractor shall provide, operate, supervise, and maintain an armed uniformed security service to perform all security functions and other related functions as SJR State may direct for the following areas (facilities may be added or deleted as deemed appropriate by SJR State): all buildings, parking lots and grounds located on the Orange Park Campus including the Thrasher Horne Center for the Arts and Conference Center, the St. Augustine Campus, and as-needed at the Palatka Campus.
- 5.2.2 On occasion, the Contractor may be asked to supply officers to assist with coverage or special events on any or all of the three campus locations. Additional security officers shall be available to response to any campus within twenty-four (24) hours after being requested by SJR State. Additional officers will be supplied at the hourly rate specified within the RFP.
- 5.2.3 Establish a written or computerized system for the security officers to report potential hazardous conditions and items in need of repair, including inoperative or broken locks, inoperative or broken

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doors, inoperative lights, running water, spills, cameras, monitors, alarm points, cardiac defibrillators, emergency call boxes, College emergency notification speaker systems, and computer hardware or software problems and establish procedures to see that reports are furnished to the proper SJR State personnel on a timely basis. Those reports shall be provided to the Director of Campus Safety or the Assistant Director on a monthly basis.

- 5.2.4 Prepare required orders, reports, daily activity reports, and enter data as needed, including reports of all incidents, accidents, and fires and reports of property damage utilizing SJR State forms when applicable, and maintain and make available all records in connection with the duties and responsibilities of the security officers. All post orders shall be reviewed and approved by the SJR State Director of Campus Safety prior to assignment and subject to review and revision periodically by the SJR State Director of Campus Safety. Maintain an entry and exit log for those areas designated by SJR State. Each security officer will document his/her activities or omissions during his/her tour of duty on the daily security officer report. Establish procedures to distribute these activity reports in a timely manner to designated SJR State personnel.
- 5.2.5 Turn off and on all necessary lights as required, seeing that all doors, gates, buildings and facilities are secured, and where applicable, close all unlocked doors. Open (unlock) and close (lock) designated doors to buildings and classrooms for access and to maintain security.
- 5.2.6 When so authorized, receive, safely keep and turn over to the appropriate persons, official mail, messages, and/or telegrams; serve as required in traffic direction; patrol and observe cargo parking in storage areas; receive and make telephone calls; and carry out all other duties and responsibilities of the assignment.
- 5.2.7 Promptly respond to all requests from SJR State personnel and others on the site needing assistance because of, or to prevent, acts of physical violence, vandalism, theft, or other disturbances; to call for appropriate law enforcement assistance, when necessary; and to investigate full details of such situations, including making recommendations for crime/incident prevention in writing to SJR State.
- 5.2.8 Promptly investigate all incidents of violence, theft, vandalism or other acts committed on or against SJR State property; protect evidence thereof and notify the SJR State Director of Campus Safety, the Orange Park and St. Augustine Campus Executive Directors, the SJR State Senior Vice President, and the appropriate law enforcement agency; and report full details of such situations to include, where practicable, photographs and the collection of physical evidence.
- 5.2.9 Security officers will cooperate fully in any investigation of theft, suspected theft, or other security matters.
- 5.2.10 Maintain vehicular and pedestrian entry restrictions to SJR State property as directed by SJR State.
- 5.2.11 When security officer has probable cause to believe that a crime has been committed, field contact, identify and detain lawfully for appropriate legal authority, persons on SJR State property seen committing violence, vandalism, theft, and/or other unlawful acts and report full details of such crimes and incidents, including recommendations for prevention in writing to SJR State. All incidents shall be promptly reported to SJR State Director of Campus Safety as further specified.
- 5.2.12 In the event of an emergency or unusual occurrence adversely affecting the interest of SJR State and public safety, summon appropriate assistance such as the fire, EMS and/or law enforcement departments and immediately thereafter, notify the appropriate designated SJR State officials, activate the College emergency notification speaker system and notify the SJR State Director of Campus Safety.

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- 5.2.13 Perform such other functions as may be necessary in the event of situations or occurrences adversely affecting the security and/or safety of SJR State.
- 5.2.14 Perform additional security duties, security service, and render assistance in conjunction with special needs of SJR State due to emergencies, adverse weather conditions, et cetera, as may be requested and authorized by the SJR State Senior Vice President, SJR State Director of Campus Safety and the Orange Park and St. Augustine Campus Executive Directors or his/her designated representative.

5.3 Security Services Personnel Requirements

- 5.3.1 One supervisor for the Orange Park Campus and one supervisor for the St. Augustine Campus. The campus supervisor shall be jointly approved by and report directly to the Campus Executive Directors, Assistant Director of Campus Safety and the Director of Campus Safety, or in their absence, the Senior Vice President or his/her designee. The campus supervisor will be required to devote a full forty (40) hours per week exclusively to SJR State and to respond immediately to all emergency calls. Duties include, but are not limited to, the following items:
 - 5.3.1.1 Schedule 24/7 officer coverage as described in 5.3.2.
 - 5.3.1.2 Inspections (scheduled and unscheduled).
 - 5.3.1.3 Discipline.
 - 5.3.1.4 Record keeping.
 - 5.3.1.5 Inform SJR State Director of Campus Safety and Orange Park and St. Augustine Campus Executive Directors, as appropriate, of any security officers who are assuming the responsibility of a specific security post for the first time.
 - 5.3.1.6 Instruct security officers who are assuming the responsibility of a specific security post for the first time on the duties of the post and conduct a tour of the facilities and area covered by the security post prior to the security officer going on duty for the first time.
 - 5.3.1.7 Insure that all security officers read, understand, and adhere to the instructions pertaining to the security post.
 - 5.3.1.8 Act as a liaison between SJR State and the Contractor.
- 5.3.2 Contractor will provide the security force, which may fluctuate in order to meet the demands of the facility:
 - 5.3.2.1. For the SJR State Orange Park and St. Augustine Campuses:
 - 5.3.2.1.1 One supervisor on-duty from 7:00 a.m. to 3:00 p.m., Monday through Friday, for eight (8) hours per day (for a total of forty hours per week per campus).
 - 5.3.2.1.2. One security officer on a shift, eight (8) hours per day from 3:00 p.m. to 11:00 p.m., seven days a week (for a total of fifty-six hours per week per campus).
 - 5.3.2.1.3 One security officer each shift from 11:00 p.m. to 7:00 a.m. seven days a week (for a total of fifty-six hours per week per campus).
 - 5.3.2.1.4 One security officer from 7:00 a.m. to 3:00 p.m. Saturday and Sunday (for a total of sixteen hours per week per campus).
 - 5.3.2.1.5 One additional security officer for the Orange Park Campus and one additional security officer for the St. Augustine Campus, Monday through Thursday, during the hours of 9:00 a.m. through 9:30 p.m. (50 hours per week per campus).
 - 5.3.2.1.6 To recap Items 5.3.2 through 5.3.2.1.5 above, the total weekly requirement for the St. Augustine campus is 218 hours per week and for the Orange Park Campus is

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218 hours per week (for a total of 436 hours for both campuses). These hours may be periodically reviewed by the College and modified as needed.

5.3.3 Security officers shall patrol the premises as scheduled and read, understand, and adhere to the written orders of the sergeant and the Contractor.

5.3.4 Security officers may also be required for special duty, patrolling, such as on-site construction.

5.4 Employee Assignment & Qualifications

5.4.1 The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking disciplinary action with respect to his/her employees, as may be necessary.

5.4.2 SJR State reserves the right to exclude from the work force such employees (or non-assigned contractual supervisors) as SJR State deems incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed by SJR State to be contrary to the public interests or inconsistent with the best interest of SJR State.

5.4.3 The Contractor shall replace any security officer when requested to do so by SJR State. SJR State shall not be required to give its reason for requesting replacement.

5.4.4 The Contractor shall report to the SJR State Director of Campus Safety and the Orange Park and St. Augustine Campus Executive Directors within a twelve (12) hour period of time any changes in the current work force.

5.4.5 Pre-employment background check: The Contractor shall prescreen all security officers. The following comprehensive pre-employment checks will be completed through the Contractor before the assignment of any security officer to SJR State. Upon request of the Senior Vice President, the records will be furnished to SJR State. The checks will include the following:

5.4.5.1 Contractor's comprehensive pre-employment check:

5.4.5.1.1 Employment background.

5.4.5.1.2 Qualifications for job.

5.4.5.1.3 Driver's license checks.

5.4.5.1.4 Credit checks.

5.4.5.1.5 Social security verification.

5.4.5.1.6 Substance testing: Security officers shall be tested for the presence of the following substances: Amphetamines, Marijuana metabolites, Cocaine metabolites, Opiate metabolites and Phencyclidine. In addition, officers will be tested for alcohol consumption levels. Officers testing positive shall not be assigned to SJR State.

5.4.5.1.7 Personality/psychological testing appropriate for security services.

5.4.5.1.8 Federal Bureau of Investigation clearance.

5.4.5.1.9 State of Florida License for carrying a firearm.

5.4.5.1.10 Fingerprinting.

5.4.5.1.11 County criminal records checks for Duval, Clay, St. Johns, and Putnam Counties.

5.4.5.1.12 State of Florida criminal record checks (FDLE).

5.4.6 Employee fitness and health: All employees assigned by the Contractor to work under this contract shall meet the following minimum qualifications:

5.4.6.1 Be able to respond to all emergencies in addition to normal and regular duties. Specifically, all security officers must be capable of climbing ladders, patrolling by foot the inner and outer

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perimeters of all SJR State facilities, and protecting SJR State employees and students from physical harm.

5.4.6.2 All security officers must possess binocular vision correctable to 20/30 (Snellen), be free of color blindness, and be capable of hearing ordinary conversation at fifteen (15) feet with either ear with or without benefit of a hearing aid.

5.4.6.3 Suspected use of controlled or illegal substances by a security officer shall be grounds for immediate testing without cost to SJR State. Any officer who is being tested due to reasonable suspicion shall be relieved from SJR State duty until the test results are received. Security officers testing positive shall be immediately removed from SJR State property.

5.4.7 Additional qualifications: Except as waived in writing in advance, each member of the security force shall meet the following additional minimum qualifications and proof of qualifications may be required to be furnished to the SJR State Senior Vice President:

5.4.7.1 Be a citizen of the USA at the time of employment.

5.4.7.2 Be literate to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials, and be able to compose reports which convey complete information.

5.4.7.3 Possess the capacity to acquire a good working knowledge of all aspects of security force position requirements.

5.4.7.4 Armed security officers must have a valid statewide firearm Class G license and possess minimum proficiency as required in use and safe handling of the appropriate firearm immediately following entry on duty. Such standards and training shall include examination and the firing of live ammunition consistent with Florida Statutes.

5.4.7.5 All security officers assigned to the Orange Park and St. Augustine Campuses, and the Palatka Campus as-needed, shall have a valid security officer - Class D license pursuant to Section 493.6301 (4) and (5) F.S. Security officers assigned to the Orange Park and St. Augustine Campuses, and the Palatka Campus as needed, while the campuses are open for classes, and students, faculty and staff are present on these campuses, must be armed and have in addition to a valid Class D security license, a valid statewide firearm Class G license, issued pursuant to Section 493.6115 (2), (5), and (6), F.S. This should be an armed security assignment/post at the Orange Park and St. Augustine Campuses while the libraries are open for student use, or the campuses are open for classes, and students, faculty and staff are present. When the Orange Park and St. Augustine Campuses are closed, usually nights, after 10 p.m., Sundays and holidays, the assigned security officer may possess only a security officer - Class D license, and the post/assignment may be unarmed.

5.4.8 Restrictions:

5.4.8.1 Individuals who are presently employed or who have been terminated by SJR State cannot be assigned to SJR State as security officers.

5.4.8.2 SJR State will accept moonlighters who do not exceed a combined fifty-five (55) hours per week in both jobs. The Contractor will furnish SJR State with name of any moonlighter and the name of the other employer for verification.

5.4.8.3 SJR State must give prior approval for any shifts exceeding twelve (12) hours.

5.4.8.4 SJR State must approve any overtime billing in advance. SJR State will not pay overtime rate for any overtime resulting from the Contractor scheduling a supervisor or officer to work more than 40 hours per week. The Contractor is responsible for all overtime as a result of a contract

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supervisor or officer being scheduled to work more than 40 hours per week; however, if SJR State requests that a particular supervisor or officer work at SJR State, in excess of 40 hours per week worked exclusively at SJR State, then SJR State will pay overtime rate for those hours worked in excess of the 40 hours per week worked exclusively at SJR State.

5.5 Instruction, Training & Orientation

5.5.1 The Contractor shall provide a professional security manual for all officers assigned to SJR State.

5.5.2 SJR State will make available to the Contractor information on the following subjects:

5.5.2.1 History, background, organization and geographic area of SJR State.

5.5.2.2 Public/human and community relations philosophy of SJR State and techniques.

5.5.2.3 Federal Clery Act.

5.5.2.4 Fire prevention and protection and techniques specific to SJR State Campuses & equipment.

5.5.2.4.1 Detection.

5.5.2.4.2 Inspecting and securing sprinkler, water and fire alarm systems.

5.5.2.5 Firefighting.

5.5.2.5.1 Control of fire and reporting procedures.

5.5.2.5.2 Portable fire extinguishing equipment.

5.5.2.5.3 Locations of fire extinguishing equipment.

5.5.2.5.4 Methods of assisting the Fire Department.

5.5.2.5.5 Elevator capture and operation.

5.5.2.6 Parking/traffic control.

5.5.2.6.1 Vehicle inspection for parking decals and parking regulation compliance.

5.5.2.6.2 Traffic direction and parking regulations.

5.5.2.7 Emergency Equipment

5.5.2.7.1 Cardiac defibrillators.

5.5.2.7.2 Emergency call boxes.

5.5.2.7.3 SJR State emergency notification speaker systems.

5.5.3 The information will be in a training/orientation package and the Contractor shall conduct the presentation once for each officer prior to his/her first security duty assignment for SJR State.

5.6 Basic Training

5.6.1 Within thirty (30) days following assignment of duty, the Contractor shall certify as to an employee's satisfactory completion of the following basic training, in addition to the required training for security officers -Class D license and security statewide firearm Class G license:

5.6.2 Introduction: history, background and organization of SJR State.

5.6.3 Uniforms: proper use and care.

5.6.4 Legal aspects of private contract security.

5.6.4.1 Limitations and restrictions under the law.

5.6.4.2 Detention procedures.

5.6.4.3 Protection of evidence.

5.6.4.4 Protection of the crime scene.

5.6.4.5 Use of force.

5.6.4.6 Possession and use of firearms.

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- 5.6.5 Standard first aid and CPR.
 - 5.6.5.1 Courses of action for first responder action and reporting procedures.
 - 5.6.5.2 Equipment: location of first aid kits.
 - 5.6.5.3 Preventing disease transmission: blood-borne pathogens.
 - 5.6.5.4 CPR certification and standard first aid certification.
 - 5.6.5.5 AED Defibulator.
- 5.6.6 Building construction and inspection.
 - 5.6.6.1 Methods of forcible entry.
 - 5.6.6.2 Occupancy fire regulations: specific to SJR State campuses.
- 5.6.7 Report writing.
 - 5.6.7.1 Incident/accident report.
 - 5.6.7.2 Security officer daily activity report.
 - 5.6.7.3 Tour confirmation system procedures.
- 5.6.8 Use of communication equipment.
 - 5.6.8.1 Telephone.
 - 5.6.8.2 Two-way radios.
 - 5.6.8.3 Pager.
 - 5.6.8.4 Cellular phones.
 - 5.6.8.5 Receipt of emergency messages.
 - 5.6.8.6 Emergency phone stations.
 - 5.6.8.7 Camera monitoring equipment.
- 5.6.9 Safety and safety hazards: facility safety procedures and policies.
- 5.6.10 Use of College emergency notification systems.
- 5.6.11 Parking/traffic control specific to SJR State campuses.
 - 5.6.11.1 Vehicle inspection for parking decals and parking regulation compliance.
 - 5.6.11.2 Traffic direction and parking control.
- 5.6.12 Trespassing procedures and campus access policy.
- 5.6.13 Care and handling of firearms: Security officers assigned to armed positions and issued a valid Class G statewide firearm license.
 - 5.6.13.1 Safety rules.
 - 5.6.13.2 Care and cleaning of firearms.
- 5.6.14 Firearms training: A Class G statewide firearm license training must be current, consistent with Florida Statute.
- 5.6.15 Use of force policy training requirements: statute limitation, deadly and non-deadly force.
- 5.6.16 Use of X-26 Taser. Contract security personnel shall be required to undergo professional training and yearly in-service training regarding the X-26 Taser.
- 5.6.17 All Contract security personnel shall be required to undergo professional training, periodic in-service and testing to insure their ability to perform satisfactorily and to maintain the Florida licensing requirements for security officer-Class D license and, if appropriate, the statewide firearm license Class G.

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5.7 Prohibited Acts

- 5.7.1 Prohibited acts of security officer while on duty on the St. Augustine and Orange Park Campuses:
The security agency shall implement a policy that the security officer while on duty at SJR State Orange Park and St. Augustine Campuses, and the Palatka Campus as-needed shall not:
- 5.7.1.1 Watch television inside a building or vehicle.
 - 5.7.1.2 Fish.
 - 5.7.1.3 Sit inside a vehicle or building longer than thirty (30) minutes at a time.
 - 5.7.1.4 Officers shall rove and walk the parking lots and campus property.
 - 5.7.1.5 Use Smoke/Tobacco products while on campus property
 - 5.7.1.6 Be under the influence, consume or possess any alcoholic beverages.
 - 5.7.1.7 Unless acting within the scope of the security agency firearms/use of force policy, draw or point a firearm, if armed

5.8 Uniforms & Equipment

- 5.8.1 The Contractor will furnish, operate, and maintain in acceptable condition, all equipment, materials, and supplies necessary for the performance of duties **at no cost to SJR State or the Contractor's employee** as part of any contract entered into as a result of award of this RFP including, but not limited to, the following:
- 5.8.1.1 Contractor will provide appropriate uniforms for all Contract security personnel in sufficient quantities to insure a neat appearance at all times. Uniforms will be worn by security force personnel while on duty.
 - 5.8.1.2 Armed security officers possessing a valid statewide firearm Class G license, provided to SJR State by the Contractor, will wear appropriate firearms at all times. If a relief security officer is assigned to this shift, he/she must also be armed and possess a valid statewide firearm Class G license. See the exception in 5.4.7.5.
 - 5.8.1.3 Contractor will provide range and duty ammunition for firearms consistent with Florida Statutes.
 - 5.8.1.4 Contractor shall provide duty belt, X-26 taser holster, double locking handcuffs with carrying case, raingear, and winter coat. In addition, contractor shall provide G license officers with Glock 9mm semi-automatic firearm, a Glock 9mm semi-automatic firearm retention holster, and spare ammunition pouch.
 - 5.8.1.5 Contractor will provide flashlights, batteries and replacement parts.
 - 5.8.1.6 Contractor will provide electronic computer based automated tour confirmation system and equipment must be provided by the Contractor at the Palatka, Orange Park and St. Augustine Campuses. The tour confirmation system must be compatible, and must be consistent with the College's standards for operation. Locations and the number of confirmation equipment will be determined by SJR State based on security requirements for each facility. The tour confirmation system must be operational at all times. The tour confirmation system shall record, verify, and report the post/site security checks. System failures of any type must be resolved within seven calendar days and appropriate methods for verification of security routes/duties must be in place during the problem resolution period. Tour confirmation reports are to be kept on file at the Orange Park, St. Augustine, and Palatka Campuses and copies forwarded to the SJR State Director of Campus Safety.

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5.8.1.7 Contractor will provide one (1) cellular phone with phone call and text capability for the on duty officer at the St. Augustine and Orange Park Campuses. Supplying this equipment to the on duty officer will ensure the capability of communicating throughout the SJR State system.

5.8.1.8 SJR State will provide two (2) VHF portable radios, golf cart, one (1) X-26 Taser and cartridges for the X-26 Taser for the on-duty security officer(s) while at the St. Augustine and Orange Park Campuses.

5.8.2 The Contractor is responsible for the initial training of all officers in the use of the X-26 Taser. SJR State will provide the yearly in-service Taser training thereafter.

5.8.3 The Contractor is authorized to furnish bicycles and helmets for use by Contractor’s security personnel at contractor’s own discretion, responsibility, and expense.

5.8.4 Responsibility for equipment:

5.8.4.1 SJR State shall not be responsible in any way for damage to, or loss of, the Contractor’s belonging’s brought into the buildings or on SJR State’s property designated in the Contract, occasioned by fire, accident or otherwise.

5.8.4.2 SJR State furnished property, if any, shall remain the property of SJR State. Upon termination of services, the Contractor shall render an accounting of all such property which has come into its possession during the fulfillment of its duties. SJR State furnished property shall be returned to SJR State in the same condition as when issued, allowing for normal wear and tear.

5.8.4.3 SJR State furnished property, if any, shall be used only for the performance of official SJR State duties and shall not be used for pleasure, transaction of personal matters, or any non-SJR State related business.

5.8.4.4 SJR State furnished property, equipment, and any other property within the SJR State facility or property that is damaged through fault or negligence on the part of the Contractor’s employees shall be repaired or replaced to SJR State’s satisfaction at the Contractor’s expense.

5.8.4.5 The maintenance, repair, and replacement costs of the electronic automated tour confirmation system at the Palatka, Orange Park and St. Augustine Campuses shall be the responsibility of the Contractor.

5.9 Minimum Pay & Benefits

5.9.1 Pay: The security work force provided by the Contractor shall not be paid less than the following minimum rates per hour during the first contract year:

Position	Minimum Hourly Rate Unarmed	Minimum Hourly Rate Armed
Supervisor for St. Augustine Campus	N/A	\$13.67
Supervisor for Orange Park Campus	N/A	\$13.67
Officer	\$10.21	\$11.37

ERRORS AND OMISSIONS

Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the

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Purchasing Coordinator in writing who will issue written instructions to be followed. Bidders are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications.

EQUIPMENT/MATERIALS/LABOR

IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL PROPOSER TO SUPPLY ALL MATERIALS, TOOLS, NECESSARY LABOR, ETC. FOR THE WORK TO BE PERFORMED AS SPECIFIED.

6.0 Evaluation Criteria

Evaluation Criteria/Basis of Award:

The College will organize an evaluation committee who will review responsive proposals submitted. The committee will meet in a public evaluation meeting and assign evaluation points for each criterion as defined herein. The committee will then total up each proposers points to determine which proposer would be considered a finalist. The committee would then conduct reference checks of finalists and optionally schedule an interview and/or demonstration and/or site visits with all finalists or not, as deemed in the College’s best interest.

Recommendation ranking of proposers for this contract will be to that proposer scoring the overall highest evaluation points.

It is the College’s intent to recommend to its District Board of Trustees that College administration be authorized to negotiate with the top ranked proposer a satisfactory contract, as deemed in the College’s best interest. If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. The College then would begin negotiations with the next ranked proposer until satisfactory contract can be negotiated and entered into.

Evaluation Criteria

- 0-10 Points Experience in Providing Armed & Unarmed Security Services within the State of Florida
- 0-10 Points Experience in Providing Armed & Unarmed Security Services for Colleges Universities & School Districts in Florida.
- 0-10 Points Uniqueness
- 0-70 Points Price

Experience in Providing Armed & Unarmed Security Services within the State of Florida

Describe in detail (maximum of 5 pages not including required forms and exhibits) your company’s history and structure. List the number of management personnel. Identify Licenses. Detail your firm’s experience within the State of Florida, including total years of existence, number of full-time officers currently employed within the state of Florida and a brief description (identify whether armed, unarmed or both) of your current security contracts within the State of Florida. Provide documentation that your firm currently provides a minimum of 10,000 contract security hours annually in the State of Florida.

Experience in Providing Armed & Unarmed Security Services for Colleges Universities & School

Describe in detail (maximum three pages) your company’s current or previous experience in providing either armed, unarmed, or both, security services at any Colleges, Universities or School Districts in Florida.

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Uniqueness

Describe in detail (maximum three pages) any characteristics or capabilities that you believe would make your firm uniquely qualified to provide security services for St. Johns River State College.

Price

Price proposal must be submitted sealed and clearly identified on the outside with RFP-SJR-13-2016 and the name of the submitting firm. Price proposal must be submitted on the Proposal Submission Form and the form must be signed. Print price entries clearly. Illegible submissions will not be considered for award. The review committee will award the maximum points (70) to the proposer submitting the lowest price. The remaining proposers will be awarded points for the pricing criterion based on the following formula:

L (lowest price)

X M (maximum points allowed) = P (points awarded)

V (proposer price)

7.0 Required Forms

PROPOSAL COVER SHEET

Proposer must complete all information requested on the PROPOSAL COVER SHEET provided in Section 6.0 Forms. The Proposal Cover Sheet is to be the first page of the proposer's response.

PRICING PROPOSAL FORM

DETAILED PROPOSAL RESPONSE / SOLUTION

(to be responsive the following items must be clearly outlined)

- a. Provide a brief summary of your company explaining how your company will insure that the scope of services outlined in these specifications will be accomplished in a professional manner and to the satisfaction of the college.
- b. Provide specific documentation that your firm currently provides a minimum of 10,000 contract security hours annually in the State of Florida.
- c. Experience in Providing Armed and Unarmed Security Services within the State of Florida. Describe in detail (maximum of 5 pages not including required forms and exhibits) your company's history and structure. List the number of management personnel. Identify Licenses. Detail your firm's experience within the State of Florida, including total years of existence, number of full-time officers currently employed within the state of Florida and a brief description (identify whether armed, unarmed or both) of your current security contracts within the State of Florida. Provide documentation that your firm currently provides a minimum of 10,000 contract security hours annually in the State of Florida.
- d. Provide and identify resumes of principals and key personnel who will be actively involved in the proposed services (i.e. supervisors, etc.).
- e. Describe in detail any characteristics or capabilities that you believe would make your firm uniquely qualified to provide security services for St. Johns River State College.

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- f. Describe in detail your company’s current or previous experience in providing either armed, unarmed, or both, security services at any Colleges, Universities or School Districts in Florida. (if applicable)

LICENSE

Provide a copy of valid security agency Class B license or branch office Class BB License.

NON-DISCRIMINATION IN EMPLOYMENT FORM

St. Johns River State College does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

ADDENDA ACKNOWLEDGEMENT FORM

If any addendums are issued, the proposer **must** acknowledge compliance with the addendum by submitting a signed copy of the addendum in this section. This form will be issued as part of the addendum process, if any addendums are issued. If no addendums are issued, this section only needs to be acknowledged as “none received”.

PUBLIC ENTITY CRIMES FORM

Conviction for a public entity crime may not submit an RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold A person or affiliate who has been placed on the convicted vendor list following amount provided in S.287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list, as per State of Florida Statute 287.133 (2) (a). The proposer must acknowledge compliance with this statute and its intent.

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

INDEMNIFICATION AGREEMENT

The consultant, contractor, lessee, or vendor agrees to indemnify, defend and hold harmless SJR State College, its District Board of Trustees, its officers, employees, agents and other representatives, individually and collectively from an against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the consultant, contractor, lessee, or vendor. For purposes hereof, claims / liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys’, accountants’ and other professional advisors’ fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or

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suffered by the College Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this RFP and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this RFP or the Contract executed in connection with this RFP; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this RFP. This indemnification shall survive termination of the RFP and the contract executed in connection with the RFP. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

REFERENCES

Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the College reserves the right to contact current or former clients of the proposer not provided as part of the proposal.

Please provide a minimum of three references and a maximum of five.

Contractor must provide documentation that the Contractor currently provides a minimum of 10,000 contract security hours annually in the State of Florida.

LEGAL ISSUE

The proposer must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response.
- B. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

ADDITIONAL INFORMATION OR SERVICES

In addition to the required information, the Proposer may include any additional information which may be helpful to the College in **analyzing** the Proposer's ability to provide the desired service, as noted in this RFP.

Proposal Forms to Follow this Page

PROPOSAL'S CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/RFP/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (PROPOSER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required **one (1) original hard copy, (6) six number of duplicate copies and provide one (1) USB drive** that contains "all" of your documentation included in the original bid in a **pdf** format of each of the following:

- Proposal Cover Sheet
- Pricing Proposal Form
- Detailed Proposal Response / Solution
- License (Security Agency Class B or Branch office Class BB)
- Vendor Business Profile
- IRS Form W-9
- Non-Discrimination in Employment Form
- Addendum Acknowledgement
- Public Entity Crimes Form
- Drug-Free Work Place Certification
- Hold Harmless and Indemnification Agreement
- References
- Legal Issues
- Copy of License to do business in the State of Florida
- *Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable
- *Additional information – if applicable

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PROPOSAL COVER SHEET

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the College.)

Failure to sign this form may result in your proposal being deemed as "Non Responsive".

LEGAL NAME OF BIDDER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

St. Johns River State College

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PRICING PROPOSAL FORM

Contractor Name: _____

Authorizing Signature: _____

All companies certify by their signature that they have read and understand the conditions and specifications of the RFP and have included all required documents and that they have the authority, capacity and capability to perform according to the conditions and specifications of the RFP request.

Cost/Price Evaluation

Hourly rate for basic services as per RFP Specifications \$ _____

The above hourly rate spelled out:

OPTIONAL DEDUCTIONS

SJR State College reserves the right to hire internal staff to handle the supervisory roles at our St. Augustine Campus AND / OR our Orange Park Campus. The addition of those positions to our internal staff would remove the need and requirement for the vendor provide a supervisor at the campus.

Option 1 - Cost/Price Evaluation (WITHOUT a Supervisor for the St. Augustine Campus)

Hourly rate for basic services as per RFP Specifications \$ _____

The above hourly rate spelled out:

Option 2 - Cost/Price Evaluation (WITHOUT Supervisor for the Orange Park Campus)

Hourly rate for basic services as per RFP Specifications \$ _____

The above hourly rate spelled out:

Option 3 - Cost/Price Evaluation (WITHOUT Supervisors for the St. Augustine AND Orange Park Campuses)

Hourly rate for basic services as per RFP Specifications \$ _____

The above hourly rate spelled out:

Vendor Business Profile

Vendor should complete all requested information as indicated by the 'grey' boxes

Identification Information:			
Vendor Name (Legal Name & d/b/a):			
Corporate Address:		Phone Number:	
City, State & Zip Code:		Fax Number:	
Remit to Address:		Email Address:	
City, State & Zip Code:		Web Address:	

Contact Information:			
Name:		Phone Number:	
Title:		Email Address:	

Vendor Information:			
1. Describe the type of business or service provided:			
2. Is the vendor a 1099 recipient?			
3. List the Appropriate Federal Tax Classification (Sole Proprietor, C-Corp, S-Corp, Partnership, LLC, Other)			
4. Is the vendor at least 51% owned, controlled and actively managed by a minority person?			
If yes to #4, submit the State of Florida MBE/WBE Certification Number			
If yes to #4, list the appropriate minority classification: (African American, Hispanic, Asian American, Native American, American Woman, Service Disabled Veteran)			
5. Conflicts of Interest: List any state employee who owns, directly or indirectly, an interest of five percent or greater in the firm or any of its branches			
6. List the officers of the corporation, partners or principal members of the firm and their titles	Name/Title		
	Name/Title		
	Name/Title		
	Name/Title		
<p>It is the sole responsibility of the vendor to promptly notify SJR State College with any and all changes to this application. Certification: I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further certify that in doing business with the State of Florida, my firm is in compliance with Chapter 112, Florida Statutes, conflicts of interest and that I have disclosed the name of any state employee who owns, directly or indirectly, an interest of five percent or greater in the above firm or any of its branches. All vendors are required to complete this form in its entirety. The vendor is required to submit a valid tax form (W-9) along with the completed Vendor Business Profile Form to the purchasing department.</p>			
Name of Person Completing Form:		Date:	

IRS W-9

INSTRUCTIONS FOR W-9 FORM:

Contractors can obtain the W-9 Form and Instructions by visiting: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
The W-9 form is requested to be completed and returned with your RFP proposal submittal:

<p>Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>		
<p>2 Business name/disregarded entity name, if different from above</p>		
<p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p>	
<p>5 Address (number, street, and apt. or suite no.)</p>	<p>Requester's name and address (optional)</p>	
<p>6 City, state, and ZIP code</p>		
<p>7 List account number(s) here (optional)</p>		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number						
<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> </tr> </table>		-		-		
	-		-			
or						
Employer identification number						
<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> </table>		-				
	-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the contractor agrees as follows:

"(1) 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 that 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 non-discrimination clause.

"(2) The contractor will, in all solicitations 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.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, 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 noncompliance: Provide, 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 into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Proposer/Company Signatory's Name & Title

By: _____ Date: _____
Signature

Acknowledgement of Addenda

Name of Bidder: _____

Acknowledgement of receipt of addenda:

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

This acknowledgement of Addenda form is to be returned with your RFP Proposal.

Signature

Title

Printed Name

Date

Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal number: RFP-SJR-13-2016. This sworn statement is submitted to SJR STATE College.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a.) A predecessor or successor of a person convicted of a public entity crime; or

b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

State of _____ County of _____

Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Seal

DRUG-FREE WORK PLACE CERTIFICATE

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place Program, a business shall:

- 1.) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2.) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3.) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4.) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5.) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6.) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Title

Printed Name

Date

St. Johns River State College

RFP No: RFP-SJR-13-2016

RFP Name: Security Services for SJR State College

Hold Harmless and Indemnification Agreement

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This agreement is submitted with Bid, Proposal or Contract No. RFP-SJR- is submitted to St. Johns River State College.
2. This sworn statement is submitted by _____(entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.

The indemnitor assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, contractor, lessee, or vendor or any of consultant’s, contractor’s, lessee’s, or vendor’s subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: _____

Date: _____

State of _____ County of _____

Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Public Seal

References

Reference 1:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 2:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 3:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Legal Issues

The proposer must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.
Pending Litigation: (please attach additional documentation if needed)

- B. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Signature

Title

Printed Name

Date

St. Johns River State College

RFP No: RFP-SJR-13-2016

RFP Name: Security Services for SJR State College

Each supplier desiring to be maintained in the College's bidders list for future solicitations is requested to return this single form **only** when submitting a "No Bid".

STATEMENT OF NO RESPONSE

Mrs. Julianne Young
Purchasing Coordinator
St. Johns River State College
5001 St. Johns Ave
Palatka FL 32177

The undersigned declines to submit a proposal for above project:

Reason(s): _____

Signature: _____

Title: _____

Name of Firm: _____

Telephone: _____