

St. Johns River State College  
RFP No: RFP-SJR-03-2021  
RFP Name: Security Services



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

# Request for Proposal

RFP No: RFP-SJR-03-2021

RFP Name: Security Services

**Proposals Due Tuesday, May 11, 2021 no later than  
2:00pm, Business Office, Palatka Campus**

**St. Johns River State College**

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1.0 INTRODUCTION

2.0 GENERAL TERMS AND CONDITIONS

3.0 CONTRACT TERM

4.0 SCHEDULE

5.0 PROPOSAL INSTRUCTIONS

6.0 SPECIFICATIONS

7.0 EVALUATION CRITERIA

8.0 REQUIRED FORMS

## **1.0 INTRODUCTION**

1.1. St. Johns River State College (SJR State) serves students in Putnam, St. Johns and Clay counties. SJR State is issuing this Request for Proposal (RFP) to identify a qualified contractor who can provide security services for its campuses located in Orange Park, St. Augustine and Palatka. The contract for this RFP will be awarded to the vendor who best meets the need of the College.

1.2. SJR State is a political subdivision of the State of Florida and is exempt from payment of federal excise tax and Florida state sales tax. The applicable numbers are: Florida Sales Tax Exemption Certificate Number 85-8013170533C-4; Federal Identification Number 59-1033399.

1.3. Interpretation of the wording of, and responses to, questions concerning this RFP shall be the responsibility of the College and will be communicated via the Director of Purchasing and Auxiliary Services, and shall be final. Questions and requests for clarifications should be directed in writing to Keith Martin via email at [keithmartin@sjrstate.edu](mailto:keithmartin@sjrstate.edu), and will be accepted until the deadline listed in paragraph 4.0 of this RFP. Replies will be issued by return email to the originator, and included as addenda to this document.

1.4. In accordance with Florida Statute 287.133, a person, entity or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal the proposer certifies compliance with FS 287.133.

## **2.0 GENERAL TERMS AND CONDITIONS**

2.1. All Proposers submitting a response to this RFP understand and agree that the affirmative act of submitting a response constitutes acceptance of 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. The basis for award, if awarded, is to the lowest or best proposal which meets the conditions and specifications. The College is not necessarily bound to accept the lowest proposal if it is not in the best interests of the College.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

2.2. RFP DATE AND TIME: All Proposals must be delivered to the SJR State Purchasing Department, Palatka Campus Business Office, before 2:00pm on Tuesday, May 11, 2021. Indicate the RFP number on the outside of your sealed proposal envelope to assist the College in identifying your bid. Bids received after due date/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 may cause a bid to be late. The College is not responsible for any expense, including expedited delivery, incurred by the Proposer in responding to this RFP. To be considered responsive your proposal shall be signed by an authorized employee/officer with the authority to bind a contract. Bid packages must include one (1) original copy and five (5) duplicate copies. Original document must be marked "ORIGINAL" and must have original signatures.

**ADDRESS FOR PROPOSALS**

Bids may be mailed or hand delivered to:

St. Johns River State College

c/o Director of Purchasing & Auxiliary Services

Office of Business Affairs, Building "A"

5001 St. Johns Ave

Palatka, Florida 32177

2.3. PUBLIC BID OPENING: St. Johns River State College will conduct a Public Proposal opening as noted in Paragraph 4.0. 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. 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.

2.4. POSTING OF RECOMMENDATION OF AWARD: The College's recommendation of award will be posted to [www.sjrstate.edu/purchasingdept.html](http://www.sjrstate.edu/purchasingdept.html)

2.5. IDENTICAL OR TIED PROPOSALS/BIDS: 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. If still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service Disabled Veteran Owned businesses certified by the State Department of Management Services to break a tie bid, and award to a certified Service Disabled Veterans owned businesses when all other things are equal.

2.6. PROTESTS: Protests shall be served to Dr. Lynn Powers, Vice President for Finance and Administration/Chief Financial Officer, and Keith Martin, Director of Purchasing and Auxiliary Services, 5001 St. Johns Avenue, Palatka, Florida, 32177, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Dr. Lynn Powers and Keith Martin at 386-312-4167. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater. Failure to file a notice of protest, failure to file a formal written

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

protest, or failure to post the bond or other security shall constitute a waiver of proceeding. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the SJRS website.

2.7. ADVERTISING: In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.

2.8. APPLICABLE LAW: The bidder shall comply with all applicable federal, state, county and local laws, rules, ordinances and regulations. This RFP, and the contract to be executed in connection with the award of this RFP, must be 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. The contract, when entered into, shall be constructed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Contractor hereby agree that venue shall be in Putnam County, FL.

2.9. 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.

2.10. 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.

2.11. CONFLICT OF INTEREST: Award of this RFP 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.

2.12. 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 on the campus, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide a qualified replacement. Contractor's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco free campus.

2.13. E-VERIFY: In accordance with State of Florida Statute 448.095, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system to verify employment eligibility of all employees hired during the term of the Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

2.14. 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:

2.14.1. Keep and maintain public records required by COLLEGE to perform the service.

2.14.2. 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.

2.14.3. 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.

2.14.4. 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 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.

2.14.5. 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](mailto:MELISSAMILLER@SJRSTATE.EDU)  
(386)312-4106

2.14.6. 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 CONTRACTOR 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.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

2.15. RESPONSE MATERIALS: Any material submitted in response to this RFP becomes the property of the College upon delivery to the Office of the Director of Purchasing and Auxiliary Services 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.

2.16 SAFETY REQUIREMENTS: The Contractor, by submitting a proposal, 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.

2.17. WITHDRAWAL OF PROPOSAL: Proposal may be withdrawn by written notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.18. COOPERATIVE PURCHASE AGREEMENT: The college has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Section 1010.04, Florida Statutes. 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.

### **3.0 CONTRACT TERM**

3.1. If awarded, the successful bidder will enter into a contract with the College based on the RFP specifications and their proposal for a period of twelve (12) months. SJR State has the option and reserves the right to extend the contract beyond the initial twelve (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). Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term. Anticipated contract start date is July 1, 2021.

## 4.0 SCHEDULE

4.1. The following schedule is a general guideline for issuance and recommendation of award of this RFP and contract. The College may change the dates of any events, and any changes to this schedule will be posted on the webpage dedicated to this RFP. The information can be found at: [www.sjrstate.edu/purchasingdept.html](http://www.sjrstate.edu/purchasingdept.html). Also, if you intend to submit a proposal, please keep in touch with Keith Martin, SJR State Director of Purchasing and Auxiliary Services, by email at [keithmartin@sjrstate.edu](mailto:keithmartin@sjrstate.edu). Our goal is to provide you as much information as possible to allow you to provide the best possible value to the College.

Issue RFP	Tuesday, April 6, 2021
Pre-Bid Meeting, 2:30pm, Palatka, Rm A-152, Valhalla Hall	Tuesday, April 13, 2021
Written questions due by 2:00pm	Tuesday, April 27, 2021
*submit via email <a href="mailto:keithmartin@sjrstate.edu">keithmartin@sjrstate.edu</a>	
Proposals Due by 2:00pm, Palatka, Business Office	Tuesday, May 11, 2021
Public Opening of Proposals, 2:30pm. Palatka, Rm A-152	Tuesday, May 11, 2021
Evaluation Committee Review, 3:00pm, Palatka, Rm A-152	Wednesday, May 12, 2021
Proposer Interviews (if needed), 2:30pm, Palatka, Rm A-152	Tuesday, May 18, 2021 (2:30-3:30)
Eval. Comm. Final Review (if needed), 3:30pm, Palatka, Rm A-152	Tuesday, May 18, 2021 (3:30-4:30)
Issue Intent to Award	Wednesday, May 19, 2021
Issue Bid Award - Assumes no protests	Tuesday, May 25, 2021

4.2. PRE-BID MEETING: The College will conduct a pre-bid meeting on Tuesday, April 13, 2021. The meeting will begin at 2:30 pm. The meeting will be held on the Palatka Campus in Valhalla Hall, Building A, Room A-152. Attendance at the pre-bid meeting is not a mandatory requirement to be considered a Responsive Bidder, but the College encourages attendance and participation.

4.2.1 AMERICANS WITH DISABILITIES ACT OF 1990: If special accommodations are required in order to attend any Public Meeting, Pre-Bid Meeting, Tour of Grounds, etc., contact the Director of Purchasing & Auxiliary Services via email at [keithmartin@sjrstate.edu](mailto:keithmartin@sjrstate.edu) or phone at 386-312-4156.

4.3. PUBLIC BID OPENING: The College will conduct a Public bid/proposal opening at 2:30pm on May 11, 2021. The meeting will be held on the Palatka Campus in Valhalla Hall, Building A, Room A-152. The meeting is open to the public. Bidders are welcome to attend but will not have the opportunity to speak.

4.4. EVALUATION COMMITTEE REVIEW OF RESPONSIVE PROPOSALS: The College will conduct an evaluation committee meeting at 3:00pm on May 12, 2021, the intent of this meeting is to select the vendor that best meets the needs of the College. The meeting will be held on the Palatka Campus in Valhalla Hall, Room A-152. The Evaluation Committee Meeting is open to the public. Bidders are welcome to attend but will not have the opportunity to speak. If the committee deems it necessary, this meeting may result in a short list of vendors, who will be asked for individual presentations/interviews. In that event, those vendors chosen will be notified by the Director of Purchasing & Auxiliary Services and asked to give the committee a presentation on May 18, 2021.

4.5. EVALUATION COMMITTEE FINAL REVIEW, if needed: The college may conduct a final evaluation committee meeting, if needed, in order to select the vendor to award the contract, May 18, 2021. The meeting will begin immediately following vendor interviews. The meeting will be held on the Palatka Campus in Valhalla Hall, Building A, Room A-152. The meeting is open to the public; bidders are welcome to attend but will not have the opportunity to speak.

4.6. COLLEGE OPTION: The College reserves the right to recommend an award based on the initial evaluation committee meeting/scoring, and not conduct interviews/final evaluations.

## **5.0 PROPOSAL INSTRUCTIONS**

5.1. MANDATORY REQUIREMENTS FOR 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.

5.2. INSURANCE: The awarded Contractor shall furnish a current Certificate of Insurance to the College's Director of Purchasing & Auxiliary Services 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-day 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

## **6.0 SPECIFICATIONS**

### 6.1. Contractor obligations:

6.1.1. 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.

6.1.2. 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.

6.1.3. 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, the Orange Park and St. Augustine Campus Directors, and/or the SJR State Senior Vice President, concerning security protection and concerns related thereto.

6.1.4. The Contractor must currently provide a minimum of 10,000 contract security hours annually in the State of Florida. 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.

### 6.2. Scope of Security Services

6.2.1. In the performance of work, 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 and Workforce Training Center.

6.2.2. 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 respond 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 this RFP.

6.2.3. Contractor will 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

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

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 Director of Campus Safety on a timely basis.

6.2.4. Contractor will 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.

6.2.5. Security Officers will 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.

6.2.6. When so authorized, Security Officers will 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.

6.2.7. Security Officers will 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.

6.2.8. Security Officers will 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.

6.2.9. Security Officers will cooperate fully in any investigation of theft, suspected theft, or other security matters.

6.2.10. Security Officers will maintain vehicular and pedestrian entry restrictions to SJR State property as directed by SJR State.

6.2.11. When Security Officers have 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,

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

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.

6.2.12. In the event of an emergency or unusual occurrence adversely affecting the interest of SJR State and public safety, Security Officers will 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.

6.2.13. Security Officers will 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.

6.2.14. Security Officers will 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.

**6.3. Security Services Personnel Requirements**

6.3.1. Contractor will provide one supervisor for the Orange Park Campus. The campus supervisor shall be approved by the Director of Campus Safety. The supervisor will report to the Director of Campus Safety, and in their absence, the Assistant Director of Campus Safety. The supervisor will be operationally responsible to the Orange Park Director of Operations for daily assignments, requests, and direction. 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:

6.3.1.1. Schedule 24/7 officer coverage as described in 6.3.2.

6.3.1.2. Inspections (scheduled and unscheduled).

6.3.1.3. Discipline.

6.3.1.4. Record keeping.

6.3.1.5. 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.

6.3.1.6. 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.

6.3.1.7. Insure that all security officers read, understand, and adhere to the instructions pertaining to the security post.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

6.3.1.8. Act as a liaison between SJR State and the Contractor.

6.3.2. Contractor will provide security forces for each campus as indicated. Requirements may fluctuate in order to meet the demands of the facilities.

6.3.2.1. Requirements for the Orange Park Campus:

6.3.2.1.1. One supervisor on-duty from 7:00 a.m. to 3:00 p.m., eight (8) hours per day, Monday through Friday (for a total of forty hours per week).

6.3.2.1.2. One security officer on-duty from 9:00 a.m. to 9:30 p.m., twelve and one half (12.5) hours per day, Monday through Thursday (for a total of fifty hours per week).

6.3.2.1.3. One security officer on-duty from 3:00 p.m. to 11:00 p.m., eight (8) hours per day, seven days a week (for a total of fifty-six hours per week).

6.3.2.1.4. One security officer on-duty from 11:00 p.m. to 7:00 a.m. eight (8) hours per day, seven days a week (for a total of fifty-six hours per week).

6.3.2.1.5. One security officer on-duty from 7:00 a.m. to 3:00 p.m., eight (8) per day, Saturday and Sunday (for a total of sixteen hours per week).

6.3.2.1.6. The total weekly requirement for the Orange Park Campus is 218 hours.

6.3.2.2. Requirements for the Palatka Campus:

6.3.2.2.1. One security officer on-duty from 11:00 p.m. to 7:00 a.m., eight (8) hours per day, Monday through Friday (for a total of forty hours per week).

6.3.2.2.2. The total weekly requirement for the Palatka Campus is 40 hours.

6.3.2.3. Requirements for the Workforce Training Center:

6.3.2.3.1. One officer on-duty from 7:00 a.m. to 3:00 p.m., for eight (8) hours per day, Monday through Friday (for a total of forty hours per week).

6.3.2.3.2. One security officer on-duty, from 3:00 p.m. to 11:00 p.m., for eight (8) hours per day, Monday through Friday (for a total of forty hours per week).

6.3.2.3.3. NOTE: The hours for the Workforce Training Center are subject to change month to month. The college reserves the right to adjust the hours and will provide a week's notice prior to any such change.

6.3.2.3.4. The total weekly requirement for the Workforce Training Center is 80 hours, subject to the NOTE above.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

**6.3.2.4. Requirements for the St. Augustine Campus:**

6.3.2.4.1. One security officer on-duty from 9:00 a.m. to 9:30 p.m., twelve and one half (12.5) hours per day, Monday through Thursday (for a total of fifty hours per week).

6.3.2.4.2. One security officer on-duty shift, from 3:00 p.m. to 11:00 p.m., eight (8) hours per day, seven days a week (for a total of fifty-six hours per week).

6.3.2.4.3. One security officer on-duty from 11:00 p.m. to 7:00 a.m. eight (8) hours per day, seven days a week (for a total of fifty-six hours per week).

6.3.2.4.4. One security officer on-duty from 7:00 a.m. to 3:00 p.m., eight (8) per day, Saturday and Sunday (for a total of sixteen hours per week).

6.3.2.4.5. The total weekly requirement for the St. Augustine Campus is 178 hours.

6.3.2.5. The total weekly requirement for all campuses is 516 hours. These hours may be periodically reviewed by the College and modified as needed.

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

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

**6.4. Employee Assignment & Qualifications**

6.4.1. 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.

6.4.2. 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. Contractor must identify all personnel authorized to perform checks on contractor employees while on duty at any SJR State campus, and therefore need access to any campus. Contractor shall notify the Director of Campus Safety prior to non-assigned personnel arriving on campus.

6.4.3. 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.

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

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

6.4.5. 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:

6.4.5.1. Contractor's comprehensive pre-employment check:

6.4.5.1.1. Employment background.

6.4.5.1.2. Qualifications for job.

6.4.5.1.3. Driver's license checks.

6.4.5.1.4. Credit checks.

6.4.5.1.5. Social security verification.

6.4.5.1.6. 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.

6.4.5.1.7. Personality/psychological testing appropriate for security services.

6.4.5.1.8. Federal Bureau of Investigation clearance.

6.4.5.1.9. State of Florida License for carrying a firearm.

6.4.5.1.10. Fingerprinting.

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

6.4.5.1.12. State of Florida criminal record checks (FDLE).

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

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

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

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

6.4.6.3. 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.

6.4.7. 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:

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

6.4.7.2. 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.

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

6.4.7.4. 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.

6.4.7.5. All security officers, shall have a valid security officer - Class D license pursuant to Section 493.6301 (4) and (5) F.S., a valid statewide firearm Class G license, issued pursuant to Section 493.6115 (2), (5), and (6), F.S. EXCEPTION: Unarmed officers may be used at Thrasher Horne Center events, as approved by the Director of Campus Safety.

6.4.8 Restrictions:

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

6.4.8.2. 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.

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

6.4.8.4. 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 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.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

6.5. Instruction, Training & Orientation:

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

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

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

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

6.5.2.3. Federal Clery Act.

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

6.5.2.4.1. Detection.

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

6.5.2.5. Firefighting.

6.5.2.5.1. Control of fire and reporting procedures.

6.5.2.5.2. Portable fire extinguishing equipment.

6.5.2.5.3. Locations of fire extinguishing equipment.

6.5.2.5.4. Methods of assisting the Fire Department.

6.5.2.5.5. Elevator capture and operation.

6.5.2.6. Parking/traffic control.

6.5.2.6.1. Vehicle inspection for parking decals and parking regulation compliance.

6.5.2.6.2. Traffic direction and parking regulations.

6.5.2.7. Emergency Equipment

6.5.2.7.1. Cardiac defibrillators.

6.5.2.7.2. Emergency call boxes.

6.5.2.7.3. SJR State emergency notification speaker systems.



**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

6.5.3. 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.

6.6. Basic Training

6.6.1. 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:

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

6.6.3. Uniforms: proper use and care.

6.6.4. Legal aspects of private contract security.

6.6.4.1. Limitations and restrictions under the law.

6.6.4.2. Detention procedures.

6.6.4.3. Protection of evidence.

6.6.4.4. Protection of the crime scene.

6.6.4.5. Use of force.

6.6.4.6. Possession and use of firearms.

6.6.5. Standard first aid and CPR.

6.6.5.1. Courses of action for first responder action and reporting procedures.

6.6.5.2. Equipment: location of first aid kits.

6.6.5.3. Preventing disease transmission: blood-borne pathogens.

6.6.5.4. CPR certification and standard first aid certification.

6.6.5.5. AED Defibrillator.

6.6.6. Building construction and inspection.

6.6.6.1. Methods of forcible entry.

6.6.6.2. Occupancy fire regulations: specific to SJR State campuses.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

6.6.7. Report writing.

6.6.7.1. Incident/accident report.

6.6.7.2. Security officer daily activity report.

6.6.7.3. Tour confirmation system procedures.

6.6.8. Use of communication equipment.

6.6.8.1. Telephone.

6.6.8.2. Two-way radios.

6.6.8.3. Cellular phones.

6.6.8.4. Receipt of emergency messages.

6.6.8.5. Emergency phone stations.

6.6.8.6. Camera monitoring equipment.

6.6.9. Safety and safety hazards: facility safety procedures and policies.

6.6.10. Use of College emergency notification systems.

6.6.11. Parking/traffic control specific to SJR State campuses.

6.6.11.1. Vehicle inspection for parking decals and parking regulation compliance.

6.6.11.2. Traffic direction and parking control.

6.6.12. Trespassing procedures and campus access policy.

6.6.13. Care and handling of firearms: Security officers assigned to armed positions and issued a valid Class G statewide firearm license.

6.6.13.1. Safety rules.

6.6.13.2. Care and cleaning of firearms.

6.6.14. Firearms training: A Class G statewide firearm license training must be current, consistent with Florida Statute.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

6.6.15. Use of force policy training requirements: statute limitation, deadly and non-deadly force.

6.6.16. Use of X-26 Taser, (or model of choice). The Contractor is responsible for the initial training of all officers in the use of the X-26 Taser, or current model in use. SJR State will provide the yearly in-service Taser training thereafter. Contract security personnel shall be required to undergo professional training and yearly in-service training regarding the X-26 Taser, or current model in use.

6.6.17. 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.

6.6.18. All contract security personnel shall be made available for (2) two hours of specialized training per year and shall be compensated at the normal hourly rate by contractor. Training to be provided by SJR State.

**6.7. Prohibited Acts**

6.7.1. Prohibited acts of security officer while on duty: The security agency shall implement a policy that any security officer while on duty shall not:

6.7.1.1. Fish.

6.7.1.2. Sit inside a vehicle or building longer than thirty (30) minutes at a time.

6.7.1.3. Use Smoke/Tobacco products while on campus property

6.7.1.4. Be under the influence, consume or possess any alcoholic beverages.

6.7.1.5. Unless acting within the scope of the security agency firearms/use of force policy, draw or point a firearm, if armed.

**6.8. Uniforms & Equipment:**

6.8.1. 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:

6.8.1.1. 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.

6.8.1.2. 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 6.4.7.5.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

6.8.1.3. Contractor will provide range and duty ammunition for firearms consistent with Florida Statutes. Duty ammunition shall be approved by the Director of Security at SJR State.

6.8.1.4. 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 an approved 9mm semi-automatic handgun, a 9mm semi-automatic handgun retention holster, and spare ammunition pouch. Approved handguns include Beretta, Glock, Heckler & Koch, Sig Sauer, Smith & Wesson, or Walther, with a minimum 10-round capacity. Other brands and models of handguns must be approved by the Director of Safety and Security.

6.8.1.5. Contractor will provide flashlights, batteries and replacement parts.

6.8.1.6. 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.

6.8.1.7. 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, Orange Park, and Palatka Campuses.

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

6.8.3. Responsibility for equipment:

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

6.8.3.2. 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.

6.8.3.3. 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.

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

6.8.3.4. 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.

6.9. Minimum Pay & Benefits:

6.9.1. 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:

<u>Position</u>	<u>Minimum Hourly Rate</u>
Supervisor for Orange Park Campus (Armed or Unarmed)	\$15.00
Officer (Armed or Unarmed)	\$12.50

6.9.2. Contractor must provide supervisory staff with a minimum of (1) one week paid vacation per year.

6.10. 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 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.

**7.0 EVALUATION CRITERIA**

7.1. 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.

7.2. Evaluation Criteria (See expanded details in 7.3, 7.4, and 7.5 below):

- 0-50 Points Experience in Providing Armed & Unarmed Security Services. Must have experience in the State of Florida, preferably in College/University environments or similar populated work environments.
- 0-30 Points Price.
- 0-20 Points Uniqueness/Special Qualifications.

7.3. Experience in Providing Armed & Unarmed Security Services. Describe your company’s history and structure. Include enough detail to allow the evaluation committee to make an appropriate determination of your ability to meet the needs of SJR State. Include your total experience, and specifically detail the experience in the State of Florida. List the numbers of management personnel and number of officers employed, to include the numbers specifically employed in the State of Florida. Also list any current security

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

contracts you have 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.

7.4. Price: 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.

7.5. Uniqueness/Special Qualifications: Describe in detail any characteristics, capabilities, or qualifications your company possesses that would make your firm uniquely qualified to provide security services for St. Johns River State College.

7.6. 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 above. 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. If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. The College then would begin negotiations with the next ranked proposer until a satisfactory contract can be negotiated and entered into.

## **8.0 REQUIRED FORMS**

8.1. PROPOSAL CHECKLIST: Provided for the convenience of the proposer. Not required to be submitted.

8.2. PROPOSAL COVER SHEET: Proposer must complete all information requested on the PROPOSAL COVER SHEET provided in Section 7.0 Forms. The Proposal Cover Sheet is to be the first page of the proposer's response.

8.3. COMPREHENSIVE PROPOSAL/PLAN: Ensure you give the College enough information to adequately evaluate your complete proposal.

8.4. VENDOR BUSINESS PROFILE

8.5. IRS W-9

8.6. 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.

8.7. PUBLIC ENTITY CRIMES FORM: Vendors convicted of 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

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

excess of the threshold, as per State of Florida Statute 287.133 (2) (a). The Proposer must acknowledge compliance with this statute and its intent.

8.8. 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.

8.9. INDEMNIFICATION AGREEMENT: The 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 and 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 vendor. For our purposes, 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, incurred or 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.

8.10. 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.

8.11. 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 employees to be used in providing the services, which, if adversely determined, will have a material

**St. Johns River State College**

**RFP No: RFP-SJR-03-2021**

**RFP Name: Security Services**

- B. Adverse effect on the ability of the proposer or any of its employees to perform their obligations as stated in their response.
- C. 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.

8.12. Copy of license to do business in the State of Florida.

8.13. Additional information, if needed. 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**

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### 8.1. PROPOSAL 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, five (5) duplicate copies of each of the following:

- Proposal Cover Sheet
- Proposed Plan
- Vendor Business Profile
- IRS Form W-9
- Non-Discrimination in Employment Form
- 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

**8.2. 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 (Print): \_\_\_\_\_

BY: SIGNATURE (Sign): \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: (if available) \_\_\_\_\_

St. Johns River State College

RFP No: RFP-SJR-03-2021

RFP Name: Security Services

### 8.3. Comprehensive Proposal - Security Services

In this section, using any format you believe clearly conveys your company's ability to meet or exceed the College's needs and requirements in paragraph 6.0., address each of the following criteria:

-- Experience in Providing Armed & Unarmed Security Services: Describe your company's history and structure. Include enough detail to allow the evaluation committee to make an appropriate determination of your ability to meet the needs of SJR State. Include your total experience, and specifically detail the experience in the State of Florida. List the numbers of management personnel and number of officers employed, to include the numbers specifically employed in the State of Florida. Also list any current security contracts you have 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.

-- Price: Describe all pricing requirements for fulfillment of the specifications. The minimum proposal to be considered for evaluation is a specific hourly rate for each position in paragraph 6.9.1.

-- Uniqueness/Special Qualifications: Describe in detail any characteristics, capabilities, or qualifications your company possesses that would make your firm uniquely qualified to provide security services for St. Johns River State College.

# 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:

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	<b>Give Form to the          requester. Do not          send to the IRS.</b>
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
<b>2</b> Business name/disregarded entity name, if different from above		
<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> 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	<b>4</b> 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>	
<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

**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.

<b>Social security number</b>									
<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>		-		-					
	-		-						
<b>or</b>									
<b>Employer identification number</b>									
<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> <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.

<b>Sign Here</b>	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](http://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.

St. Johns River State College

RFP No: RFP-SJR-03-2021

RFP Name: Security Services

### **8.6. 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

St. Johns River State College

RFP No: RFP-SJR-03-2021

RFP Name: Security Services

### 8.7. 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-20-2016. 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

### **8.8. 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



**8.9. 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-12-2021 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

### 8.10. 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: \_\_\_\_\_

**8.11. 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)

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- 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.

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Signature

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Title

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Printed Name

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Date