

**REQUEST FOR PROPOSAL 15-16:09**  
**SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**

**“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”**

**PART 1: PURPOSE, BACKGROUND AND SCOPE OF SERVICES**

In this Request for Proposal (RFP) the School Board of Gadsden County, Florida will be referred to as (the AGENCY) 35 Martin Luther King Jr. Boulevard, Quincy, Florida, and Successful Proposers will be referred to as (the CONTRACTOR) in this document.

**A. PURPOSE**

The School Board of Gadsden County, Florida is soliciting responses from qualified firms to this Request for Proposal (RFP) to perform Security Guard Services to Schools.

**B. ENGAGEMENT OF THE CONTRACTOR**

1. The School Board of Gadsden County (AGENCY) is committed to engage a CONTRACTOR to provide security services to the schools, students, staff and visitors alike and meet their diverse needs. We count on the support and cooperation of everyone to make this program a success and enhance the safety of everyone while on a school campus. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR, and may not be subcontracted or assigned without prior written consent of the AGENCY.
2. The CONTRACTOR agrees to provide security officers who possess and active Class “D” license and a Class “G” statewide firearms license for the AGENCY. The CONTRACTOR agrees to provide the AGENCY with a copy of these licenses for the staff at the AGENCY locations.

**C. TERM OF CONTRACT**

The CONTRACT shall begin **January 5, 2016 and end June 2, 2016 school year**. It may be annually extended for two (2) additional years upon mutual consent between both parties commencing on the date of execution with work beginning first day of school each year providing the services have been satisfactory. Each extension must be in writing and signed by both parties.

**D. SCOPE OF SERVICES**

1. Work Force and Work Assignments

The CONTRACTOR agrees, under the direct supervision of the AGENCY, to provide services under the conditions set forth in this Agreement and in the SPECIFICATIONS as set forth below.

- a. The CONTRACTOR agrees to provide properly certified and licensed uniformed and properly armed (which may include carrying weapons) security guards. All personnel shall be well groomed and neatly uniformed. Each guard supplied by the CONTRACTOR shall wear a nameplate bearing guard's name and a picture identification card. The CONTRACTORS company name shall appear either on the guard's name plate or as a patch on guard's uniform. Uniforms shall be readily distinguishable. Optional equipment must be acceptable to the AGENCY in terms of aesthetics, reliability, safety, etc. The AGENCY reserves the right to refuse use of any and all such equipment deemed by the School Board of Gadsden County as non-usable. Each of the CONTRACTOR's assigned staff must pay for and receive a vendor badge, issued on the AGENCY's behalf from the Gadsden County School Board Human Resources office.
- b. The CONTRACTORS's personnel are not to use physical force of any kind on Gadsden School District students in carrying out their security duties EXCEPT IF the student is in imminent danger of death or serious bodily injury. In the event any physical force is required against a student, the Successful Proposer's personnel shall immediately notify school personnel and /or a school resource officer, shall continue to monitor the situation until assistance arrives, and shall complete a use of force form. To the extent permitted by Florida Law, the School Board will hold the Successful Proposer Harmless for complying with the above-referenced provision regarding the use of physical force. However, such hold harmless provision does not extend the CONTRACTORS other obligations under this agreement or to the CONTRACTORS own negligence or that of its personnel.
- c. The CONTRACTOR agrees to not voluntarily or by permission transport a Gadsden School District student onto or off the Gadsden District School's premises without having a school official present during transporting.
- d. The CONTRACTOR should inspect all assigned facilities and provide a security plan for each location. Guards will sign in /out daily on a daily log at each School location. Work assignments for this contract will coincide with the 15-16 school days (180 days calendar) particularly January 5, 2016 and end June 2, 2016 not to exceed 6 hours per day. Work on early dismissal days must not exceed 6 hours per day. See Gadsden County Public Schools 2015-2016 Student Calendar (180 days)

## 2. Regular Guard Duties

- a. All security personnel furnished by the CONTRACTOR to the School Board of Gadsden (AGENCY) shall provide all phases of building and personnel/student security, personal property protection and vehicle protection, both within and out of the facility. This shall include, but not be limited to: assigned personnel being physically fit to perform tasks needed for patrolling; ability to stand, walk, jog, climb stairs, and run while patrolling

perimeters of grounds and buildings, hall ways, and alleys when providing security services for the School and /or location assigned.

- b. All security personnel furnished by the CONTRACTOR will be required to monitor the facilities by conducting a walking tour and documenting the tour of the Facility perimeter of grounds and buildings, hall ways and alleys when providing security services to the School and /or location assigned. The reports shall contain dates, times, officer name. School site, buildings checked, doors checked, gates checked, contraband found, etc... A copy of these reports shall be provided to the AGENCY along with the timesheets of the officer from each location. The Location Administrator or designee will sign the timesheets verifying hours worked.
- c. The CONTRACTOR and all assigned guards agree to sign a confidentiality agreement.
- d. The CONTRACTOR agrees to notify the Superintendent or his designee in writing of any violations of law by any security personnel working on District school premises, whether offense was committed on or off the District School premises within 24 hours of the occurrence. Each CONTRACTOR staff will also pass a completed background check conducted by the AGENCY's human resources department.
- e. The CONTRACTORS personnel shall take proper steps to prevent unauthorized entrance and access to the Facility or contents thereof. Check that visitors went through the office, were checked by Raptor and are wearing a visitors badge while on campus to **comply with the Jessica Lunsford Act**. Security personnel will, escort from time to time, visitors while on campus IF they must conduct business, then to their vehicles to ensure safety and comply with the Jessica Lunsford Act.
- f. Utilize a two-way radio, security personnel must contact the office which can contact school Resource officer (if available) or dispatch police or sheriff's deputy if the need arises.

3. Service Locations and Assignment Hours

It shall be the sole discretion of the School Board of Gadsden, County (AGENCY) as to the locations, number of guards and hours of services needed:

Follow the School Board of Gadsden County 2015-2016 Student Calendar (180 days)

at a maximum of six (6) hours per day. Some days will be early dismissal days, however, the work hours must not exceed six (6) hours per day. This contract shall be for 11 security guards @ six (6) hours per day. The initial agreement shall be for the remainder of the 2015-2016 school year. The days worked shall be those student contract days remaining on the Student Calendar. The School Board of Gadsden County reserves the right to make changes

during the term of the Contract. Pay shall be based on actual attendance/time. CONTRACTOR shall assign security personnel to insure coverage during regular school hours. School Board Administration shall sign the Officers time sheets submitted, verifying the hours worked.

4. Overtime

**No overtime will be paid on this contract.** Each respective School, Program or organization shall be responsible for paying for all hours worked beyond those in the contract agreement.

5. Personnel Probation

Assigned School Board personnel will observe each employee of the CONTRACTOR. If the School Board or School is not satisfied with the performance of that employee, the School Board will notify the CONTRACTOR of such performance and the CONTRACTOR shall replace such employees immediately.

6. Personnel Qualifications

- a. All personnel furnished by the CONTRACTOR must be no less than eighteen (18) years old and have a high school diploma or GED. The CONTRACTOR should make an effort to include bilingual personnel (with the ability to equally communicate orally and in writing, in both English and Spanish).
- b. The CONTRACTOR agrees to provide security personnel who have at least three (3) year of paid work experience, which was obtained after the completion of a high school diploma or GED.
- c. The CONTRACTOR agrees to provide security personnel who are citizens or local resident aliens of the United States or have been granted authorization to seek employment in this country by the United States Immigration and Naturalization Service.
- d. The CONTRACTOR agrees to provide security personnel of good moral character.
- e. The CONTRACTOR agrees to provide only security personnel who have met the Level 2 screening requirements of Section 1012.465, Florida Statutes, State of Florida Class D licenses, and Class G license for armed guards.
- f. All personnel furnished by the CONTRACTOR must meet or exceed current Finger print requirements set forth by the AGENCY to comply with the Jessica Lunsford Act and Safe Schools.
- g. The CONTRACTOR agrees to provide security personnel who meet the requirements of Section 1012.467(2)(g), Florida Statutes.

7. Employment Verification (E-Verify) Pursuant to State of Florida Executive Order Number 11-116, CONTRACTOR is required to utilize the U. S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees by the CONTRACTOR to work in the U. S. during

the contract term. CONTRACTOR shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U. S. during the Contract term.

8. Personnel Disqualifications

The CONTRACTOR agrees not to assign personnel on Gadsden School District premises who have:

- More than three (3) misdemeanor convictions.
- Any felony conviction for which a violent crime against another person has been committed.
- One (1) or more felony conviction none less than (3) three years old.
- One or more misdemeanor/felony convictions of domestic violence.
- Are currently listed as a respondent in any injunction for protection and, furthermore anyone who has been convicted for repeatedly violating an injunction for protection.
- Are being or have been investigated administratively or criminally for child abuse/sex offenses or who has any such administrative or criminal adjudication.
- Are being investigated administratively or criminally for aged person or disabled adult abuse or who has any such administrative adjudication.
- Been convicted of cruelty to animals.
- A specified mental illness involving pedophilia and abuse of children or any other diagnosis that could reasonably be expected to pose a danger to children.
- Have failed to pay court ordered child support and currently have a writ of attachment or listed state owned debt for failure to pay child support.
- Shown them to be a chronic or habitual user of alcoholic beverages, or abusing lawfully prescribed drugs to the extent their faculties are impaired or any illegal drugs.

**B. SPECIAL CONDITIONS**

1. Term of Contract

The CONTRACT shall begin **January 5, 2016 and end June 2, 2016 school year**. It may be annually extended for two (2) additional years upon mutual consent between both parties commencing on the date of execution with work beginning first day of school each year providing the services have been satisfactory. Each extension must be in writing and signed by both parties.

## 2. Termination of Agreement

The AGENCY may terminate the AGREEMENT for its convenience or for cause by giving thirty (30) days written notice by registered mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is terminated, the CONTRACTOR shall be reimbursed for services satisfactorily performed subject to any such damages sustained by the AGENCY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

## **C. METHOD OF PAYMENT**

The AGENCY shall be invoiced as follows:

1. Eleven (11) Security Guards @ amount awarded per hour.

All invoices for payment must be consistent with the School Board of Gadsden County Schools 2015-2016 Student Calendar (180 days) at a maximum of six (6) hours per day. Some days will be early dismissal days, however, hours worked on early release days must not exceed six (6) hours per day; 11 guards @ six (6) hours per day CONTRACTOR staff will be paid at the hourly rate determined in the awarded bid agreement. The bid will be awarded to the lowest qualified bidder. However the AGENCY also reserves the right to rebid for the services if the bidders were non-conforming or the hourly rate was unacceptable when considering all received bids. The initial agreement shall be for the remainder of the 2015-2016 school year. The days worked shall be those student contract days remaining on the Student Calendar. The School Board of Gadsden reserves the right to make changes at any time during the term of the Contract.

2. Pay shall be based on fully documented monthly invoices along with copies of actual attendance/time logs authorized for payment by Principal/designee signature along with an Invoice submitted at the end of a month, due 1<sup>st</sup> of the month payable by the 10<sup>th</sup> of month. By mutual agreement each party shall notify the other of any disagreements.
3. The AGENCY is exempt for payment of the Florida Sales and Use Taxes and Federal Excise Tax. The CONTRACTOR however shall not use the AGENCY'S tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its payroll taxes and related obligations resulting from this AGREEMENT.
4. The CONTRACTOR shall not pledge the AGENCY'S credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
5. In accordance with the provision of Florida Statutes 287.0582, the AGENCY'S performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation of SAFE SCHOOL FUNDS by the Florida Legislature.

#### **D. SERVICE PROVIDER QUALIFICATIONS**

1. An inspection of the Service Provider's facilities and/or equipment shall be made prior to the selection of the Successful Proposer (CONTRACTOR). All prices in any Proposal shall include all taxes, insurance, social security, and a detailed list of workers by agents to the School Board of Gadsden County (Agent) prior to award.
2. Proposals will be considered only from Service Providers that are regularly engaged in the business of providing the Services and who can produce evidence that they have **established a satisfactory record of performance for a period of 3 years time** and that they have sufficient financial support as measured by existing and /or prior contracts, equipment and organization to ensure that they can satisfactorily execute the Services if awarded the Contract (at the sole discretion of the School Board of Gadsden County, Florida).

#### **E. EXAMINATION OF WORK LOCATIONS**

Each Service Provider is encouraged, prior to submitting a Proposal, to inspect the locations and to acquaint itself with the needs and requirements of the Service. The Service Provider is further required to carefully examine the specifications and to inform itself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the Services. No allowances will be made because of lack of knowledge of these conditions.

#### **F. DETERMINATION OF SUCCESSFUL PROPOSER (CONTRACTOR)**

Any Proposal that is incomplete, conditional, obscure or which contains any irregularities of any kind, may be rejected. The School Board of Gadsden County (AGENCY) may consider minor exceptions to the specifications so long as they are fully explained.

During the evaluation of Proposals for determination of award, the following factors, among others, will be considered:

- a. Service Providers financial qualifications.
- b. Service Provider's experience, professional reputation, and past performance.
- c. Cost-effectiveness of Proposals, including a competitive hourly rate for security services
- d. Bonding capability.

#### **G. COMPETENCY OF SERVICE PROVIDER**

Service Providers shall indicate in the Proposal, in the manner stipulated, compliance with the requirements listed below. Adherence to these qualifications shall weigh heavily in the

determination of Successful Proposer (CONTRACTOR), and evidence of such qualifications shall be furnished to the School Board upon request or as stipulated.

1. Occupational License: Service Providers shall indicate in the Proposal their occupational license number and the issuing governmental entity. A copy of the license shall be furnished to the School Board in proposal packet.
2. Insurance Coverage: Within ten (10) days after the execution of the contract and prior to commencing any work under this contract, the Proposer (CONTRACTOR) shall furnish evidence of insurance to the School Board (AGENCY). Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the attached sheet "Insurance Requirements". CONTRACTORS shall be responsible for maintaining the required levels of coverage during the term of contract.
3. Liability:
  - The AGENCY shall not assume any liability for the acts, omissions or negligence of the CONTRACTOR, its agents, servants, and employees; no shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party to the extent authorized by Section 768.28, Florida Statutes.
  - Purchase of comprehensive general liability coverage set out as follows:
    - a. Contractors Comprehensive General Liability coverage, bodily injury and property damage in the amount of \$1,000,000.00 per occurrence combined single limit.
    - b. Automobile liability coverage, bodily injury and property damage in the amount of \$500,000.00 each occurrence, combined single limit.

CONTRACTOR shall name the AGENCY and each individual School Board Member and the Superintendent as an additional insured on any such policy against any and all losses, claims, damages or injury arising out of any claim involving the providing of or alleged failure to provide contact security services or adequate security services.

  - Further, CONTRACTOR agrees to completely indemnify and hold harmless the AGENCY against any liability or expense arising out of any losses, claims, damages or injury resulting from any intentional acts or any negligent acts or omissions of CONTRACTOR, its agents or employees in the performance of this contract. CONTRACTOR or insures agrees to pay the AGENCY'S cost and fees for any case falling within the scope of this Article.
4. Experience: Service Providers shall include at least three (3) letters of reference with proof of contracts from clients or firms for whom they currently supply or supplied services similar to those specified herein.



## **I. FINANCIAL CONSEQUENCES**

In accordance with subsection 287.058(1)(h), Florida Statutes, the Eligible Users must apply financial consequences if the Contractor fails to perform in accordance with the Contract and resulting Service Level Agreement (SLA). Service Level Agreements will include financial consequences for non-performance.

## **J. PUBLIC RECORDS**

All documents prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

## **K. AUDIT AND INSPECTION RIGHTS**

The CONTRACTOR shall maintain any file(s) relevant to this AGREEMENT, available for inspection by the AGENCY, documenting all costs and fees incurred in connection with this AGREEMENT. The files(s) shall be maintained for a period of FOUR (4) years from the final payment by the AGENCY under this Agreement, audit or cause to be audited, those books and records of CONTRACTOR which are related to CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal office or location.

The agency may, at reasonable times during the term hereof, inspect CONTRACTORS facilities and perform such inspections, as the AGENCY deems reasonably necessary, to determine whether the required to be provided by CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the Solicitation of Documents, if applicable. Contractor shall make available to the AGENCY all reasonable facilities and assistance to facilitate the performance of inspections by AGENCY representatives. All inspections shall be subject to, and made in accordance with, the provisions as same may be amended and supplemented, from time to time.

## **L. AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

## **M. INDEPENDENT CONTRACTOR**

The CONTRACTOR, and any of its employees, agents, or assigns, is independent contractors and not employees or agents of the AGENCY.

## **N. COMPLIANCE WITH LAWS**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. Chapter 287, Florida Statutes, and Rule 60A, Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any applicable laws, roles, codes, ordinances or licensing requirements will be grounds for Contract termination.

## **O. PUBLIC ENTITY CRIMES**

**A bidder must submit in bidding packet the completed SWORN STATEMENT AS TO CRIMES AGAINST A PUBLIC ENTITY form.** A bidder, 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 on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids or leases of real property to a public entity, may not be awarded or perform work as a contractor or supplier, sub contractor 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **P. CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

## **Q. TERMINATION/DEFAULT**

The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder:

- Refuses or fails to deliver the goods or services within the time specified
- Fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances hereunder or
- Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or relief of debtors.

In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

## **R. FUNDING OUT, TERMINATION and CANCELLATION**

Florida School Laws prohibits School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year. Therefore, this funding put provision is an integral part of this bid and must be agreed to by all bidders.

## **S. CONVENIENCE**

The School Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Boards sole obligations will be to reimburse Bidder for:

- Those goods or services actually shipped/performed and accepted up to the date of termination and
- Costs incurred by bidder for unfinished goods, which are specifically for the School Board and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School Boards responsible for loss of anticipated or will reimbursement exceed the Bid value.

## **T. DRUG-FREE WORKPLACE**

Whenever two or more Bids are equal with respect to price, quality and service, a Bid received from a business that certifies that is has implemented a drug-free workplace program as defined by Florida Statutes Section 287.087, will be given preference in the award process.

## **U. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

All personnel entering District property must meet the requirements of Sections 1012.465 and 1012.467, Florida Statutes.

## **PART II: PROPOSAL SUBMISSION REQUIREMENTS**

**All proposals must be submitted and received no later than 2:30 pm on November 19, 2015 using the BID Label provided.** The proposals shall be addressed to: **Bruce James, Coordinator for Safety, Investigations and Property, 35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351.**

## **PART III: PROTEST AND DISPUTES**

Any person who is adversely affected by the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and State holidays excluded) after the posting of the solicitation or decision or intended decision.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED HEREIN SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

**PART IV: WITHDRAWAL OF PROPOSALS**

A written request for withdrawal, signed by the vendor, may be considered if received by the AGENCY within 72 hours of the proposal opening time and date indicated. A request received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor.

**PART V: ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF MINOR IRREGULARITIES**

**Proposal Deadline**

Replies must be received by the AGENCY no later than the date and time set out in Part II. Any reply submitted shall remain a valid offer for at least 90 days after the proposal submission date. No changes, modifications, or additions to the proposals submitted after the deadline for proposal opening has passed will be accepted by or be finding on the AGENCY.

**Receipt Statement**

Proposals not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the CONTRACTOR by the AGENCY. The AGENCY will retain one unopened original for use in the event of a dispute.

**Right to Reject or to Waive Minor Irregularities Statement**

The AGENCY reserves the right to reject any and all replies or to waive minor irregularities when to do so would be in the best interest of the AGENCY. Minor irregularity is defined as a variation from the Request for Proposal terms and a condition which does not affect the price of the proposal, or give the CONTRACTOR an advantage or benefit not enjoyed by other CONTRACTORS, or does not adversely impact the interest of the AGENCY.