

**REQUEST FOR PROPOSAL [RFP]**

**Gadsden County School District's  
PROCUREMENT & CONTRACTING  
REQUIREMENTS**

**For**

**SECURITY GUARD w/ARREST POWER**



35 Martin Luther King Jr., Blvd. Quincy, Florida 32351

**Date Issued: 7/12/2018**

**Date Due: 7/23/2018 @ 2:45 P.M.**

**Date Opening: 7/23/2018 @ 3:00 P.M.**

**RFP Number: 18-19:02**

**GCS's Purchasing Department Attn: Shirley Alday**

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287, E-mail: [aldays@gcpsmail.com](mailto:aldays@gcpsmail.com)

BID IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your bid. Place the Bid in a sealed envelope. Type name and address of the bidder on the label and affix the label to the front of the envelope.

The Superintendent's office is open on Monday through Thursday, 7:30 a.m.—5:30 p.m. during Summer hours..

If you hand deliver a proposal, a representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

Sealed Bid-DONOT OPEN

Sealed Bid-DONOT OPEN

Bid Title: 2018-19:02 Security Officer Services

Bid No: 2018-19:02 Security Officer Services w/ARREST POWER

Bid Due: July 23, 2018 @ 2:45 p.m.

Bid Opening: July 23, 2018 @ 3:00 p.m.

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

SIGN for Deliver to: School Board of Gadsden County  
Finance/Purchasing Department  
35 Martin Luther King Jr. Blvd.  
Quincy, FL 32351

Sealed Bid - DONOT OPEN

Received by: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Time \_\_\_\_\_AM/PM

# RFP #2018-19: 02 SECURITY GUARD SERVICES w/ARREST POWER

## SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”

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

The School Board of Gadsden County, Florida will be referred to as (the AGENCY) 35 Martin Luther King Jr. Boulevard, Quincy, Florida, and the Proposing Contractor will be referred to as (the CONTRACTOR) in this document.

#### A. PURPOSE

To Provide Security Services at **Gadsden Central Academy School** for Significantly High Needs Students w/IEP's [Individual Educational Plans]. **The Security Officers MUST HAVE ARREST POWER.** The CONTRACTOR and agents **Must have at least 2 year experience working with Especially High Needs Persons in a School or Institutional setting.**

#### B. ENGAGEMENT OF THE CONTRACTOR

1. The Security Officers MUST HAVE ARREST POWER. The CONTRACTOR and agents **Must have at least 2 years' experience working with Especially High Needs Persons in a School or Institutional setting.**
2. The School Board of Gadsden County (AGENCY) is committed to engage a CONTRACTOR to provide security services to the school, students, staff and visitors alike and meet their significantly diverse high 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.
3. The CONTRACTOR agrees to provide security officers who possess a Class “D” license and a Class “G” statewide firearms license. Carry a licensed firearm with arrest power for the CONTRACTOR and the Agency. The CONTRACTOR agrees to provide the AGENCY with a copy of these licenses for the staff at the AGENCY location.

#### C. TERM OF CONTRACT

The CONTRACT shall begin **August 13, 2018 and end May 31, 2019 school year.** It may be annually extended for three (3) 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 security guards, (which includes carrying weapons and having arrest powers). 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 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 the School location. Work assignments for this contract will coincide with the 18-19 SY [180 school days] particularly August 13, 2018 and end May 31, 2019 **for 6 hours per day. On an occasion an assignment may require them to work additional to complete involvement, not to exceed 8 hours a day. Work on early dismissal days must not exceed 5 hours per day.** See Gadsden County Public Schools 2018-2019 Student Calendar

### 2. Regular Guard Duties

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 with arrest power. For Significantly High Needs Students w/IEP's [Individual Educational Plans]. The Security Officer MUST be able to meet these exceptional needs.

- a. 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.
- b. The CONTRACTOR and all assigned guards agree to sign a confidentiality agreement.
- c. 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 of the CONTRACTOR'S staff must pass a completed background check paid for by the CONTRACTOR and conducted by the AGENCY's human resources department.
- d. 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.
- e. 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 2017-2018 Student Calendar at a maximum of **six (6) hours per day**. Some days will be **early dismissal days (5) hours**, however, the work hours **must not exceed eight (8) hours per day**.

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 two (2) year of paid work experience, which was obtained after the completion of a high school diploma or GED at a School or Institutional facility for Exceptionally High Needs Persons.
- 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 G license to carry firearms for armed guards, and have arrest power in Gadsden County, Florida.
- 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

**D. SPECIAL CONDITIONS**

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.

## **E. METHOD OF PAYMENT**

The AGENCY shall be invoiced as follows:

1. One Security Guard @ amount awarded per hourly, invoices for payment must be consistent with the School Board of Gadsden County Schools 2018-2019 Student Calendar with a work day of six (6) hours per day and an exception occasionally at a maximum of eight (8) hours per day. Some days will be early dismissal days, however, hours worked on early release days must not exceed five (5) hours per day; (1) one guard at six (6) hours per day CONTRACTOR staff will be paid at the hourly rate of \$\_\_\_\_\_ per hour per the agreement. The days worked shall be those student contact days (180) 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.

## **F. 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 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. Service Providers shall be 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 2 years** 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).

## **G. EXAMINATION OF WORK LOCATIONS**

Each Service Provider is encouraged, prior to signing the contract, 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.

## **H. 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.

## **I. 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:

- i. Contractors Comprehensive General Liability coverage, bodily injury and property damage in the amount of \$1,000,000.00 per occurrence combined single limit.
- ii. 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.

## **J. 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.

## **K. 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.

## **L. 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.

#### **M. AMENDMENTS**

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

#### **N. INDEPENDENT CONTRACTOR**

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

#### **O. 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.

#### **P. 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.

#### **Q. 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.

#### **R. TERMINATION/DEFAULT**

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

- a. Refuses or fails to deliver the goods or services within the time specified
- b. Fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances hereunder or
- c. 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.

#### **S. 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 out provision is an integral part of this bid and must be agreed to by all bidders.

#### **T. 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.

#### **U. 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.

#### **V. 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 I: PROPOSAL SUBMISSION REQUIREMENTS**

All proposals must be submitted and received no later than 2:35 pm on July 23, 2018 using the BID Label provided. The proposals shall be addressed to: **FINANCE/PURCHASING DEPARTMENT, 35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351.**

## **PART II: 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 III: 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 IV: 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.

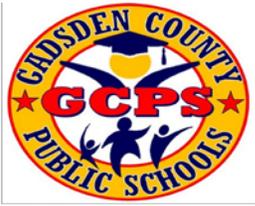
### **Receipt Statement**

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.



RFP #218-19: 02 Security Guard Service w/Arrest Power

Contact: Shirley Alday, Purchaser: [aldays@gcpsmail.com](mailto:aldays@gcpsmail.com)

School Board of Gadsden County  
 35 Martin Luther King Jr., Blvd.  
 Quincy, Florida 32351

**BIDDER ACKNOWLEDGEMENT FORM**

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL.  
 PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

Authorized Representative's name/Title	Authorized Representative's Signature	Date
Company's Name	Telephone Number	Fl Dept of State Corporations Number
Address	City	State zip Code
Area Representative	Telephone Number	Cell Number
Federal Employer's Identification Number [FEIN]	E-mail	
Signature of Authorized Officer/Agent:	Typed or printed name	

*(Proposal must be signed by and officer or employee having authority to legally bind the bidder)*

I Certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

By signing and submitting this proposal I certify that I am authorized to sign this proposal for this vendor and further certify unconditional acceptance of the contents of this RFP, all attachments, Worksheets, Appendices, Supplemental Materials and the contents of any Addendum released hereto.

Required Documents, have you included:

- |  |  |
|--|--|
| <input type="checkbox"/> Use LABEL Provided                    | <input type="checkbox"/> Customer References – 3               |
| <input type="checkbox"/> Bidder Acknowledgement Form           | <input type="checkbox"/> Request for Taxpayer ID Number W-9    |
| <input type="checkbox"/> RFP Submittal Quote                   | <input type="checkbox"/> Drug Free Workplace Certification     |
| <input type="checkbox"/> Conflict of Interest Certification    | <input type="checkbox"/> Certification Regarding Debarment     |
| <input type="checkbox"/> Sworn Statement /Jessica Lunsford Act | <input type="checkbox"/> Fl Dept of State-Div. of Corp. Number |
| <input type="checkbox"/> Addendum Document(s)                  |  |

**2018-19: 02 Security Guards w/Arrest Power**

**August 13, 2018 – May 30, 2019**

**RFP SUBMITTAL QUOTE**

**To: The School Board of Gadsden County, Florida**

**\_\_\_\_\_2018**

**I the undersigned hereby declare that [firm name]**

**\_\_\_\_\_**  
**has carefully examined the specifications to furnish and deliver services from**  
**August 13, 2018 to May 30, 2019. August 13, work weeks begin.**

**[1] ONE Security Officer Services at (1) School Site – Gadsden Central Academy. Contract subject to change if there is a change in needs.**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Price/Ea.</b>	<b>Extended P=Price</b>
<b>1.</b>	<b>Security Officer (Part time) Class G Statewide Firearms License with Arrest Power 6 hours per day maximum x 1 Officer</b>	<b>1080 HRS</b>	<b>\$_____ /hour each</b>	<b>\$</b>
	<b>TOTAL HOURS: 6HRS/DAY X 180 DAYS = 1080 HRS*** 8HRS/DAY X 180 DAYS = 1440 HRS NOT TO EXCEED 1440 HRS</b>		<b>TOTAL BID</b>	

The CONTRACT shall begin **August 13, 2018 and end May 31, 2019 school year.** It may be annually extended for three (3) 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.

The School Board reserves the right to reject any or all proposals, to waive informalities and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board. I certify that this bid is made without prior understanding, agreement or connection with any corporations, firm or person submitting a bid for the same and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has authorization of the said company to enter into a contractual agreement with The School Board of Gadsden County for the purposes as proposed and as described herein. Please print and sign below where required.

\_\_\_\_\_  
**Signature of Authorized Officer/Agent to legally bind the Bidder**

\_\_\_\_\_  
**Typed or printed name**

Date \_\_\_\_\_

EXHIBIT C

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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.

Social security number	
OR	
Employer identification number	

**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/w9](http://www.irs.gov/w9).

**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), 1099-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.

## ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools  
35 Martin Luther King Jr. Blvd.  
Quincy, Florida 32351

Solicitation Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

ITB No. \_\_\_\_\_

Project Name: \_\_\_\_\_

### NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

### PRE-BID QUESTIONS and ANSWERS

1	Q	
	A	
2	Q	
	A	
3	Q	
	A	
4	Q	
	A	
5	Q	
	A	
6	Q	
	A	
7	Q	
	A	
8	Q	
	A	

\_\_\_\_\_  
Preparer's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Agent

\_\_\_\_\_  
Date

**NOTE: This document must be signed and included with your Bid**

## DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes \_\_\_\_\_ N/A \_\_\_\_\_

If **yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

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 workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
*Proposer's Signature*

\_\_\_\_\_  
*Date*

### CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

- I, *(printed name)* \_\_\_\_\_, am the *(Title)* \_\_\_\_\_ and the duly authorized representative of the firm of *(Firm Name)* \_\_\_\_\_ whose address is

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
*Address City State Zip Code*

and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting;

- Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List):

\_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Firm Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
 by \_\_\_\_\_, who is personally known to me or who has  
 produced

\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

Type or print name: \_\_\_\_\_

(Seal)

Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**SWORN STATEMENT UNDER SETION 287.133 (3) (A)  
FLORIDA STATUTE 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 or Contract for: \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by, \_\_\_\_\_, whose business address is, \_\_\_\_\_, and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 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 the state or of the United States with the legal power to enter into a binding contract 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 which 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, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the 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 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 Hearings. The final order entered by the hearing officer determined that it was in 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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA

COUNTY OF: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Notary Public

## MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes  N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

**Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.**

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a)

certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group’s control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term “related immediate family group” means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) “Minority person” means a lawful, permanent resident of Florida who is:
  - a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
  - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
  - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
  - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
  - e. An American woman.
- (4) “Certified minority business enterprise” means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) “Department” means the Department of Management Services.
- (6) “Ombudsman” means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) “Financial institution” means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) “Secretary” means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).