



WALLACE COMMUNITY COLLEGE - DOTHAN

Bid #: 1622
Campus Security

Issue Date: May 21, 2024

Due Date: June 4, 2024 at 2:00 PM CST

Mail or Submit to:

Wallace Community College – Dothan
Business Affairs Office
1141 Wallace Drive
Dothan, AL 36303

Direct all bid inquiries to:

Lauren Tidwell
Administrative Secretary, Dean of Business Affairs
Phone: 334-556-2288
Email: ltidwell@wallace.edu



BID INSTRUCTIONS

ADMINISTERED BY:

Linda C. Young, President

Marc Nicholas, Dean of Business Affairs

1. The price(s) submitted should include any associated costs such as any labor, equipment, transport/delivery charges, training materials, etc.
2. No price shall include state tax or federal excise tax. Exemption letter furnished upon request.
3. All forms must be completed in ink and signed/initialed/notarized/witnessed where required. Pencil will not be accepted.
4. Must be submitted in a sealed envelope using the forms provided and clearly indicate the bid number, bid name, and opening date on the outside of the return envelope.
5. If a requested item or service cannot be furnished as specified, a substitute may be made by giving full description of the item or service being bid.
6. Correction of errors in evaluation factors will not be allowed after bid opening. However, the College reserves the right to waive or allow correction of technical errors in accordance with Alabama Code, Section 41-4-132.
7. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) requires that, as a condition for the award of a contract by a government agency to a business entity or employer with one or more employees working in Alabama, **the business entity or employer must provide documentation of enrollment in the E-Verify program**. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the Federal website www.e-verify.gov. The Alabama Department of Homeland Security <http://immigration.alabama.gov> has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employee Identification Number (EIN) also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account. **The contractor's E-Verify Memorandum of Understanding must be supplied before contract award.**
8. Bids *exceeding* \$10,000.00 must include a Bid Bond for 5% of total bid, provided that bonding is available for included services, equipment, or materials. The Bid Bond must be furnished **prior** to contract award. **A Cashier's Check made payable to Wallace Community College – Dothan for 5% of the total bid amount may be substituted in lieu of a bid bond.** For vendors who are not awarded the contract, the cashier's check will be returned with the rejection letter. For the vendor(s) who are awarded the contract, the cashier's check will be returned upon contract completion.



BID AGREEMENT

ADMINISTERED BY:
Linda C. Young, President
Marc Nicholas, Dean of Business Affairs

A. OBJECTIVE

Wallace Community College – Dothan (WCCD) is seeking written bid proposals for contracting security services per specifications stated below.

The College will offer to the successful bidder a contract for June 11, 2024 through June 10, 2025; and WCC has the option to renew the contract for two (2) additional years (June 11, 2025 through June 10, 2026 and June 11, 2026 through June 10, 2027).

B. GENERAL VENDOR REQUIREMENTS

The successful bidder must:

- 1) Have sufficient capability and capacity to provide the materials and full scope of services requested herein.
- 2) Provide all materials, labor, equipment and supplies necessary to execute the Contract.
- 3) Provide necessary vehicle, liability and workman's compensation insurance as currently required by Alabama statute.
- 4) Agree to hold Wallace College harmless to all claims, loss, or liability with regard to the destruction of property or the injury of persons in the service area.
- 5) Attend meetings, if necessary, with College representatives, which may include a pre-bid meeting, pre-contract meeting, and occasional progress meetings. The date, time and location of these meetings will be provided as scheduled.
- 6) Provide list of subcontractors, if any, to be used during the Contract for the College's review and approval.

C. BID SPECIFICATIONS / SCOPE OF WORK

1. The contractor shall furnish uniformed guards to protect and prevent property against fires, theft, and damage or destruction by sabotage, riots, or other international acts of violence. The principal posts, duties, and hours of duty of the guards will be agreed upon between the parties hereto. In order to comply with such agreement, the contractor agrees to furnish replacements or substitutes for regularly assigned guards whenever necessary. Contractor guards are to cooperate with other law enforcement agencies.
2. The guards shall at all times to the best of their ability perform their duties and shall promptly report to such individuals as the institution may from time to time designate any fires, thefts, or attempted thefts, damage or destruction of property, sabotage or attempted sabotage, riots, acts or attempted acts of violence, circumstances causing suspicion of intended theft or damage to property, and all other matters

relating to the safety of the protected property which are discovered by them or which in the exercise of due diligence should be discovered by them and make written reports with respect thereto.

3. The contractor will furnish the guards completely, outfitted with uniforms and necessary equipment, including badges and side arms.
4. The contractor agrees that the protection services covered by this agreement shall be performed by qualified, careful, and efficient employees in strict conformity with the practice and such standards as may be prescribed by the institution from time to time. No guard shall be employed by the contractor upon the protected property until his character and reputation as to honesty, sobriety, reliability, and all other questions have been carefully investigated by the contractor. The contractor agrees to use all reasonable and practical means not to employ any individual as a guard if he or she has at any time been convicted of any felony or misdemeanor (other than a violation of any motor vehicle or traffic law), nor shall any such guard be employed who is for any reason whatsoever objectionable to the institution.
5. The contractor agrees that the guards shall be subject to all institutional regulations while on the premises of the protected property and should meet with the approval of the institution. The contractor further agrees that the guards shall be courteous, neat, clean, and presentable when on duty (cleaned pressed uniforms). Security personnel are public relation ambassadors for the College and are expected to act in a professional manner at all times.
6. The contractor shall be fully responsible for and supervise the performance of the guards and shall at unannounced intervals call on the protected property to determine the manner in which the guards are discharging their duties.
7. The contractor will, at the end of each month, invoice the institution for payment of the previous month. Invoice will reflect total hours security was provided and the rate of pay. Contractor is responsible for overtime pay as a result of night shifts, weekends, vacation, scheduling, temporary employment shortages of personnel, employee absences, etc.
8. The contractor agrees to carry and keep in full force at all times the following insurance: general liability (bodily injury, property damage) with a minimum of \$1,000,000 for each occurrence and \$1,000,000 aggregate, naming the College as an additional insured. This can be covered by the general liability itself or together with the excess liability umbrella. Workmen's Compensation in the name of the vendor must be sufficient under the laws of the State of Alabama. **The vendor shall furnish insurance certificates with the bid, or the bid may not be considered.**
9. Contractor will be required to have a contact person with a phone number. The phone is to be manned 24 hours per day, 7 days per week. The phone is to be manned by a person with the company or an answering service, but not an answering machine. Contractor must respond to the phone calls within 30 minutes of receipt by the answering service. **The contractor must furnish phone number to the institution prior to the issuance of a purchase order.**
10. Other general requirements:
 - a. Contractor must be licensed by appropriate municipal, county, and state agencies.
 - b. Minimum of one trained/experienced guard reserve.
 - c. Maximum of two-hour replacement time.
 - d. Provide additional guards when requested by the institution.
 - e. Contractor will be required to accomplish a site security survey and publish comprehensive "post order" within 14 days of issuance of a purchase order. Contractors will coordinate the

development of a “post order” with institution representative to ensure requirements of the institution are met.

- f. The institution has the right to have a guard removed by the contractor on a one-day notice and replaced with another guard, if he/she demonstrated unsatisfactory performance, or any other reason that is deemed appropriate by the institution. Further, the institution has the right to terminate this agreement, if after two warnings, the contractor fails to correct any problem with the services agreed to.
- g. Contractor is to include with bid proof of having a training program, whether it be a letter from the training agency or from descriptive literature submitted by the contractor. **This is to accompany bid, or bid may not be considered.**
- h. The institution reserves the right to screen all uniformed guards before their placement.
- i. There will be periodic patrolling of buildings and grounds. The guard will be required to maintain a logbook to record any incident that may occur during his/her duty period. The guard will perform any additional duties to include law enforcement of traffic and parking regulations deemed necessary by the institution to maintain safety and security.
- j. Contractor is to include three or more reliable local references with bid including address, phone number, and contact person.

11. Individual guard requirements:

- a. Have a high school diploma or GED.
- b. Be free of any physical impairment.
- c. Be physically capable of containing order in stressful, confrontational, dangerous situations and of removing from the institution disruptive, unruly person.
- d. Be capable of walking or standing for prolonged periods of time.
- e. Hold a valid Alabama Driver’s License.
- f. Each guard must have a working knowledge of local and state statutes on law enforcement and public safety. Each guard must have had training and experience in human relational, first aid, weapons, including fire arms, and crowd management and control.

12. On-site service will include the Dothan and Eufaula Campuses for selected hours during the week, weekend, day and night. Additional services will be provided throughout the contract at the same hourly rate.

13. Bids should be submitted giving an hourly rate for service.

D. SPECIFICATION VARIATION

Please list below any variations from the stated specifications:

E. EVALUATION FACTORS

Campus Security Hourly Rate - Armed \$ _____

Campus Security Hourly Rate - Unarmed \$ _____

A. Other Considerations

By submitting a bid proposal, the vendor agrees to enter into a contract to provide the Campus Security Services to the College at the prices identified herein. Any instance of the winning bidder invoicing the College at a different price will be a violation of the contract.

F. EVALUATION SCALE

The bid providing the best overall cost and availability to the College will be awarded the contract using the following criteria:

- 1) Price 60%
 - 2) Availability 40%
-
- Total: 100%

Proposals will be ranked in order from least cost/most beneficial to the College to the highest cost/least beneficial to the College in each attribute.

G. BID SCHEDULE

The table below shows the intended schedule for this bid, which the College will make every effort to adhere to.

Event	Responsibility	Day, Date and Time
Issue Bid/RFP	The College	Tuesday, May 21, 2024
Submit Written Questions	Vendor	Wednesday, May 29, 2024 by 12:00 PM CST
Response to Written Questions	The College	Monday, June 3, 2024
Submit Bid/Proposal	Vendor	Tuesday, June 4, 2024 at 2:00 PM CST
Contract Award	The College	TBD
Contract Effective Date	The College	June 11, 2024

H. BID QUESTIONS

Upon review of the bid documents, Vendors may have questions to clarify or interpret the bid in order to submit the best bid possible. Vendors should submit any such questions by the above due date.

Written questions should be emailed to ltidwell@wallace.edu by the date/time specified above. Vendors should enter "Bid #1622: Questions" as the subject for the email. Questions should include reference to the applicable bid section.

Questions received prior to the submission date, the College’s response(s), and any additional terms deemed necessary by the College will be posted in the form of an addendum to the College’s Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> and shall become an Addendum to this bid. No information, instruction or advice provided orally or informally by any College personnel, whether made in response to a question or otherwise in connection with the bid, should be considered authoritative or binding. Vendors should rely only on written material contained in an Addendum to this bid.

I. BID SUBMITTAL

Vendors shall bear the risk for late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor's sole responsibility to ensure its proposal has been received by the College by the specified date and time of opening. Any bid received or attempted to be submitted after the deadline will be rejected.

All bids should be submitted in a *sealed* envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College – Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.

Critical updates may be included in Addenda to this bid. It is important that all participating Vendors periodically check the College's Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> for any Addenda that may be issued prior to the proposal due date. All Vendors shall be deemed to have read and understood all information in this bid and all Addenda thereto. Bid submissions shall be in accordance with the terms and conditions herein and any addenda issued hereafter.

J. BID SUBMITTAL CONTENTS

Below are the requirements necessary for a complete bid packet. These requirements include any authorized signatures where requested. Vendor submissions should include the following items and should be arranged in the following order.

- 1) Bid Agreement: The Bid Agreement must include all pages (pp. 1-7) of this bid document with completion of Specification Variation in Section D, if any, Evaluation Factor(s) in Section E, and Acknowledgement/Certification in Section O that requires authorized signature and notary.
- 2) Subcontractor List: Provide a list of current subcontractors, if any, to be used during the Contract for the College's review and approval.
- 3) Vendor Contact Form (Enclosure A): Include company name, physical address, mailing address, company phone number, the authorized representative's name, title, direct phone number and email address.
- 4) Disclosure Statement (Enclosure B): Completed, signed, and notarized
- 5) Beason-Hammon (Enclosure C): Completed, signed, and witnessed
- 6) W9 Tax Form (Enclosure D): Completed and signed
- 7) E-Verify MOU: Include a copy of your E-Verify Memorandum of Understanding (MOU). See instructions on Page 2, Bid Instructions
- 8) Bid Bond or Cashier's Check: See instructions on Page 2, Bid Instructions

K. CONTRACT ADMINISTRATION/TERM

The terms of the Contract shall begin at the time of contract award.

L. FINANCIAL TERMS

Payment to the Vendor will be made after the completion of service and after submission of an invoice by the Vendor. The Vendor shall provide any administrative documentation required such as disclosure statements, tax identification forms, etc. necessary for the successful processing of payment.

M. TERMINATION

The College reserves the right to terminate the Contract for non-performance should the Vendor not meet the criteria of the Contract. If the Vendor does not meet the Contract requirements, the College will issue a cure notice specifying the deficiencies and allowing a time for correction (normally 10 days). If the deficiencies are not corrected in the time frame specified, the College may terminate the Contract.

N. RIGHT TO AWARD

The College reserves the right to award this contract, or any portion of this contract, to a successful bidder, to negotiate with any or all bidders, to reject, accept and/or reconcile technical errors and to make any other decision which is considered in the best interest of the College in accordance with the provisions of The Code of Alabama 1975, Section 41-4-132. This contract will not be awarded solely on the basis of lowest price offered, but on the best overall value, quality and timeliness for the College.

O. ACKNOWLEDGMENT/CERTIFICATION

By executing this bid, the undersigned certifies to all of the following and acknowledges the contract may be declared void if it is discovered these certifications are false:

- 1) In compliance with Alabama Code 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in, or doing business with, a jurisdiction with which this State can enjoy open trade.
- 2) As required by Alabama Code 41-4-142, the undersigned certifies to the best of the vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.
- 3) As required by Alabama Code 41-4-142, the undersigned certifies that it, its contractors, or affiliates are appropriately registered to collect and remit sales and use tax, or simplified sellers use tax and lease tax.
- 4) As required by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535), the undersigned vendor certifies that it, and each of its sub-contractors for any contract awarded as a result of this bid/proposal, complies with the requirements of Act 2011-535, including the requirement for each employer in Alabama to verify the work authorization of its employees through the federal E-Verify system.
- 5) I affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid, at a fixed price, or to refrain from bidding or otherwise.

Firm: _____

Signature: _____

Date: _____

Print Name: _____

Terms: _____

Title: _____

Address: _____

Phone: _____

Email: _____

<p>Sworn to and subscribed before me this</p> <p>_____ day of _____ 20 _____</p> <p>_____ Notary Public</p> <p>My Commission Expires: _____ / _____ / _____</p>



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current of last fiscal year?

Yes

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal.

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of _____
County of _____

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

RE Contract/Grant/Incentive (describe by number or subject): _____ **by and between** _____ **(Contractor/Grantee)**
and _____ **(State Agency or Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, is authorized to provide the representations that are set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Applying the following definitions from the Section 3 of the Act, the Contractor/Grantee business structure is as indicated by my initials.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- _____ a. The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- _____ b. The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien, as that term is defined in Section 3 of the Act, within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

{Alien is any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.}

{Unauthorized Alien is an alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).}

4. Contractor/Grantee is enrolled in E-Verify unless *{initial the following selections which apply}*:

- _____ (a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.
- _____ (b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20_____.

WITNESS _____

Print Name of Witness

Certification Pursuant to Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the Vendor, Contractor, and all its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and Local Sales, Use, and/or Lease tax on all taxable sales and leases into Alabama. **By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557.** They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

Company Name _____

Signature _____ Date _____