



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-08-04 10:05 - Special School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	EE. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>Time</b>	
<b>Open Agenda</b>	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

**ITEM No.:**  
EE-3.

**TITLE:**  
Recommendation for \$500,000 or Greater - FY21-090 - Armored Car Services (Cash-In-Transit)

**REQUESTED ACTION:**  
Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: August 4, 2020 through July 31, 2021, One (1) year User Department: District-wide; Award Amount: \$469,844; Awarded Vendor(s): Mid Florida Armored & ATM Services, Inc.; Small/Minority/Women Business Enterprise: None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board of Broward County, Florida (SBBC), received one (1) responsive and responsible proposal in response to RFP FY21-090 - Armored Car Service (Cash-In-Transit). The District utilized this service for the pick-up and delivery of funds from SBBC's centralized and non-centralized accounts to specified depositories.  
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction   
 Goal 2: Safe & Supportive Environment   
 Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$469,844. Funding sources: Schools' operating budget, \$135,625; FNSs' operating budget, \$334,219. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement (4) Recommendation Tabulation

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Sheena Newton/Mary Mulder	Phone: 754-321-0600
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title  
Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
Maurice Woods  
7/27/2020, 3:38:25 PM

Approved In Open Board Meeting On **AUG 04 2020**  
By: *Donna Jones*  
School Board Chair

## Executive Summary

### Recommendation of \$500,000 or Greater FY21-090 – Armored Car Services (Cash-in-Transit)

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#### **Introduction**

**Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the recommendation to award Request for Proposal (RFP) FY21-090 – Armored Car Services (Cash-in-Transit) for a period of one (1) year from August 4, 2020 through July 31, 2021. This RFP replaces the Invitation to Bid (ITB) 16-040H – Armored Car Services and will be used by schools and Food & Nutrition (FNS) Services for the transfer of funds from The School Board of Broward County, Florida (SBBC), school sites to a centralized banking depository.

The spending authority being requested is \$ \$469,844.

#### **Goods/Services**

**Responsible: Business Support Center (BSC) and Food & Nutrition Services (FNS)**

The RFP allows schools, department sites, and FNS to acquire Armored Car Services at a fixed cost for the transfer of funds from schools and department sites to centralized and non-centralized bank depositories. FNS is the primary user of the armored car service, requiring daily pick-ups of funds from each school site cafeterias. Schools require pick-up service two (2) to three (3) times per week. The pick-up services for the schools are dependent upon the school's activities, i.e., fundraising, student field trips, and/or student obligations and fees. The armored car service is essential for maintaining a safe and secure environment and the protection of the District's funds.

#### **Procurement Method**

**Responsible: PWS**

The solicitation for this RFP ran from April 28, 2020 through May 22, 2020. Forty-four (44) vendors were notified, and three (3) downloaded the RFP documentation. Procurement & Warehousing Services (PWS) received one (1) responsive and responsible proposal. Brink's Incorporated's proposal was rejected since the proposer did not accept SBBC's terms and conditions. Follow-up was made with the Vendor that downloaded the RFP but did not submit a response. The response from the Vendor indicated they were interested if the scope of work included an option to provide pick-up service utilizing a Kiosk solution. The evaluation committee evaluated the proposal and recommended for award Mid Florida Armored & ATM Services, Inc.

The Affirmative Procurement Initiative recommended by the Supplier Diversity and Outreach Program for this RFP was the Minority/Women Business Enterprise Annual Aspiration Goal.

#### **Financial Impact**

**Responsible: PWS, BSC, and FNS**

The current ITB 16-040H was award on September 15, 2015, to Dunbar Armored Inc., which was acquired by Brink's Incorporated. Pricing for RFP FY21-090 was negotiated from the original proposed pricing of \$16.00 per pick-up to \$12.50 per pick-up for the school's internal accounts and \$11.50 per pick-up for FNS, resulting in around \$217,750 in cost avoidance for the initial term of the RFP. There is around fifty (50) percent price increase from the previous contract award. PWS performed a benchmark with several school districts and counties, and the average prices found, for comparable agencies and active contracts, was around \$17.00 per pick-up.

**Recommendation of \$500,000 or Greater  
 FY21-090 Armored Car Service (Cash-In-Transit)  
 August 4, 2020 Board Agenda  
 Page 2**

The spending authority requested is \$469,844.

Food & Nutrition Services operates under the National School Lunch Program, which requires students to receive meals according to their Meal Eligibility Status; Free, Reduced, or Paid. Student's monies for reduced and paid meals will be collected, requiring armored car pick up for bank deposits. Requested number of pick-ups may be reduced until a full District reopening occurs.

The District will also need the Armored Car Services services for pick-up at the schools for any cash or check payments for Student Obligations, Donations, Club Fundraisers, Club Dues, VPK, and Before & After School Child Care. The Internal Specialist and the School Bookkeepers will be directed to contact the vendor to schedule a pick-up only when there is monies to be deposited in the bank, which will limit the amount of pick-up the schools are being charged.

The spending authority initially calculated considered the full opening of schools at the beginning of the school year; however considering the impacts of COVID-19 and the current proposed model for the reopening of the District, the projections for the first three (3) months of the agreement was reduced to ten (10) percent of the initially projected number of pick-ups. The Vendor will be notified when the schools and the District return to its regular schedule.

<b>Pick up locations</b>	<b>Original Estimated number of pick-ups (annual)</b>	<b>Projected <u>Reduced</u> number of pick-ups (*)</b>	<b>Price per pick-up</b>	<b>Projected amount (year)</b>
Schools/Department sites	14,000	10,850	\$12.50	\$135,625
Cafeterias (FNS)	37,500	29,063	\$11.50	\$334,219
<b>Total</b>	<b>51,500</b>	<b>39,913</b>		<b>\$469,844</b>

\* considers ten (10) percent of the initially estimated number of pick-ups for the first three (3) months of the agreement.

Article 5.4 – Award, on Page 15 of 41 of the RFP FY21-090 – Armored Car Services (Cash-in-Transit) states, “The award shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service.”

The Vendor is contacted when pick-ups are required ad the services are then scheduled. The District will be charged only for services rendered.

Funding for this RFP will come from the Schools operating budgets and FNS’s budget. The amount requested was determined based on the requirements to satisfy the needs of the District. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.



**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 4<sup>th</sup> day of August, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

And

**MIDFLORIDA ARMORED & ATM SERVICES, INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
4314 W. Martin Luther King Jr. Blvd.  
Tampa, FL 33614

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP FY21-090 – Armored Car Service (Cash-In-Transit) (hereinafter referred to as "RFP") dated April 28, 2020 and amended by Addendum No. 4, dated May 19, 2020; Addendum No. 3, dated May 19, 2020; Addendum No. 2, dated May 19, 2020; and Addendum No. 1, dated May 4, 2020, all of which are incorporated by reference herein, for the purpose of receiving proposals for armored car services; and

**WHEREAS**, VENDOR offered a proposal dated May 18, 2020 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on date executed by the Board and conclude on July 31, 2021.

2.02 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services in its Proposal and in compliance with this Agreement, the RFP and its Addenda.

2.03 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 4, then;
- Third: Addendum No. 3, then;
- Fourth: Addendum No. 2, then;
- Fifth: Addendum No. 1, then;
- Sixth: RFP FY 21-090 – Armored Car Services (Cash-In-Transit); then
- Seventh: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost and Payment.**

- a) SBBC shall pay VENDOR for the services rendered at a fixed cost of \$11.50 per pick up for the Food and Nutrition Services Department (“School Cafeteria”). For all of the District’s High Schools the VENDOR shall pickup funds from the school cafeteria, and all other pick ups at elementary and middle school cafeterias will be made at the school’s front office. SBBC shall pay VENDOR for services rendered at a fixed cost of \$12.50 per pick up for Schools (“Principal’s Account”). VENDOR will pick up from schools at each of the school’s front office. Each depository bag will be designated and labeled either Food and Nutrition Services or Principal’s Account. VENDOR shall only be paid when monetary funds have been picked up and deposited at the appropriate depository. VENDOR shall submit an invoice to the Food and Nutrition Services Department at 7720 West Oakland Park Blvd, Sunrise, FL 33351 for all School Cafeteria pickups. VENDOR shall submit an invoice to the respective school where pickup services were rendered for all Principal’s Account pickups. Payment will be made net thirty (30) calendar days after the issuance of the invoice.
- b) SBBC shall issue a Purchase Order(s) to VENDOR for all locations requiring services from the VENDOR. VENDOR shall not provide any service to any SBBC location in which the VENDOR has not been issued a Purchase Order. VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at a per pickup rate less than its negotiated price at any time during the term of this Agreement.

2.05 **SBBC Disclosure of Education Records and Employee Records.** Although no Student education records shall be disclosed pursuant to this Agreement, should VENDOR come in to contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by

SBBC to VENDOR. Should vendor come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

**2.06 VENDOR Confidentiality of Education Records and Employee Records.**

Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of education records and employee records;

b) hold any education records and employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records or employee records are to be shared provides prior written consent for their release;

c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

d) safeguard education records and employee records through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements, and employee records in accordance with applicable laws; and

e) utilize the education records and employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records or employee records to any third party.

**2.07 Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is

changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Food and Nutrition Services  
The School Board of Broward County, Florida  
7720 West Oakland Park Blvd.  
Sunrise, FL 33351

Director of Business Support Services  
The School Board of Broward County, Florida  
7720 West Oakland Park Blvd.  
Sunrise, FL 33351

To VENDOR : Danny Persaud, President/CEO  
Mid Florida Armored & ATM Services, Inc.  
4314 W. Martin Luther King Jr. Blvd.  
Tampa, Florida 33614

2.09 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any

requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.11 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.12 Insurance Requirements. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Auto Liability. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

**2.13 Nondiscrimination.**

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**2.14 Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

**2.15 Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

**ARTICLE 3 – GENERAL CONDITIONS**

**3.01 No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations

under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property

shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

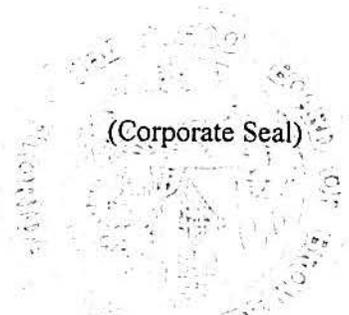
3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



(Corporate Seal)

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

Digitally signed  
by Eric Abend  
 Date: 2020.07.15  
10:12:01 -04'00'  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR**

(Corporate Seal)

MidFlorida Armored & ATM Services, Inc.

ATTEST:

By

[Signature]  
President

\_\_\_\_\_, Secretary

-or-

[Signature]  
Witness  
[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7/14/2020 (date) by Danny Persaud (name of officer or agent, title of officer or agent) of MidFlorida Armored & ATM Services, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this 14th day of July, 2020. My Commission Expires: 5/13/2023

[Signature]  
Signature – Notary Public

Erica Davila  
Printed Name of Notary

66333818  
Notary's Commission No.

(SEAL)





RFP #:	<u>FY21-090</u>	Tentative Board Meeting Date*:	<u>JULY 21, 2020</u>		
RFP Title:	<u>Armored Car Service (Cash-In-Transit)</u>	# Notified:	<u>44</u>	# Downloaded:	<u>3</u>
		# of Responses Rec'd:	<u>2</u>	# of "No Bids":	<u>0</u>
For:	<u>Schools and Food and Nutrition Services</u>	RFP Opening Date :	<u>APRIL 28, 2020</u>		
	(School/Department)				
Fund:	<u>Operating Budgets</u>	Advertised Date:	<u>MAY 22, 2020</u>		

**POSTING OF Select One RECOMMENDATION/TABULATION:** Select One Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on JUNE 29, 2020 @ 3:00 pm and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(\* The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

**RECOMMENDATION TABULATION**

ONE (1) RESPONSIVE AND RESPONSIBLE PROPOSAL WAS RECEIVED IN RESPONSE TO RFP FY21-090. PROPOSAL RECEIVED WERE EVALUATED BY:

LISA BAILEY, TECHNICAL SUPPORT ANALYST I, BUSINESS SUPPORT CENTER  
DAVID FRANKLIN, BUDGET SUPPORT SPECIALIST, BUSINESS SUPPORT CENTER  
MARK MILLS, MANAGER, FOOD AND NUTRITION SERVICES  
TASHAWNA MULLENS, SUPERVISOR, FOOD & NUTRITION SERVICES

BASED UPON THE COMMITTEE'S RECOMMENDATION AND SECTION 5.4 OF THE RFP, AWARD WOULD BE MADE TO THE PROPOSER THAT HAVE COMPILED WITH THE TERMS, CONDITIONS AND REQUIREMENTS OF THE OVERALL RFP. THE COMMITTEE RECOMMEND FOR AWARD THE FOLLOWING PROPOSAL.

**VENDOR**

MID FLORIDA ARMORED & ATM SERVICES, INC

CONTRACT PERIOD: JULY 21, 2020 THROUGH JUNE 30, 2021

By:



(Purchasing Agent)

Date: JUNE 25, 2020

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

**Rejection Sheet**  
**RFP #FY21-090 Armored Car Service (Cash-In-Transit)**

Reject the entire Proposal received from Brinks, Inc. As per RFP Section 4.2

*"In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. Failure to provide the information requested below will result in disqualification of Proposal. The Proposer is responsible for providing the following information in its response. The proposer must also include a statement of acknowledgement for each item below."*

Brinks failed to acknowledge that they would meet or exceed the requirements of Section 7.1 Indemnification.

## FY21-090 Armored Car Service

	Maximum Points	Mark Mills	Lisa Bailey	David Franklin	Tashawna Mullens	Total Points
<b>Experience and Qualifications</b>	30					
Mid Florida Armored		30	25	20	28	25.75
<b>Scope of Services</b>	30					
Mid Florida Armored		30	30	25	28	28.25
<b>Cost of Services</b>	25					
Mid Florida Armored		25	25	25	25	25
<b>SDOP Participation</b>	15					
Mid Florida Armored		0	0	0	0	0
<b>Total</b>	100					
Mid Florida Armored						79