

The School Board of Broward County, Florida  
Supply Management and Logistics Department

|              |                                |                  |  |
|--------------|--------------------------------|------------------|--|
| Bid No.:     | <u>27-013T</u>                 | Board Meeting:   | <u>SEPTEMBER 19, 2006</u>                |
| Description: | <u>SECURITY GUARD SERVICES</u> | Notified:        | <u>170</u> Downloaded: <u>19</u>         |
|              | <u>TERM CONTRACT</u>           | Bids Rec'd:      | <u>10</u> No Bids: <u>0</u>              |
| For:         | <u>VARIOUS LOCATIONS</u>       | Bid Opening:     | <u>JULY 20, 2006</u>                     |
|              | (School/Department)            | Advertised Date: | <u>JUNE 27, 2006</u>                     |
| Fund:        | <u>VARIOUS FUNDS</u>           | Award Amount:    | <u>\$4,000,000 (PER CONTRACT PERIOD)</u> |

**POSTING OF BID RECOMMENDATION/TABULATION:** Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and [www.Demandstar.com](http://www.Demandstar.com) on JULY 27, 2006 @ 3:00 P.M., and will remain posted for 72 hours. Any person desiring to protest the Bid Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. 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." Any person who files an action protesting and 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, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract.

**RECOMMENDATION/TABULATION**

| <u>VENDOR NAME</u> | <u>ITEM(S) AWARDED</u>             |
|--------------------|------------------------------------|
| DIAMOND SECURITY   | 1 <sup>ST</sup> ALTERNATE: GROUP 1 |
| F.C.I. SECURITY    | 2 <sup>ND</sup> ALTERNATE: GROUP 1 |
| VANGUARD SECURITY  | PRIMARY VENDOR: GROUP 1            |

IN ORDER TO MEET THE NEEDS OF THE SCHOOL SYSTEM AND IN THE BEST INTEREST OF THE SCHOOL BOARD, THE ABOVE ITEMS ARE RECOMMENDED TO BE AWARDED TO THE BIDDERS LISTED. IF THE LOW BIDDER IS UNABLE TO MEET THE BID REQUIREMENTS, THEN THE NEXT BIDDER WILL BE UTILIZED.

CONTRACT PERIOD: OCTOBER 1, 2006 THROUGH DECEMBER 31, 2009.

ADDITIONALLY, IT IS RECOMMENDED THAT FOR THE REASONS STATED ON THE ATTACHED BID REJECTION SHEET, THESE BIDS RECEIVED BE REJECTED FOR NOT COMPLYING WITH BID REQUIREMENTS.

By:



Date: 07-21-06

(Buyer/Purchasing Agent)

Bid No.  
27-013T

Bid Title  
Security Guard Services

Bid Opened:  
July 20, 2006

| THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA BID |   |          |      | ALANIS INC. D/B/A ALANIS SECURITY |               | Barkley Security Agency, Inc. |               | Diamond Security |               | F.C.I Security |               |
|---|---|----------|------|-----------------------------------|---------------|-------------------------------|---------------|------------------|---------------|----------------|---------------|
| TABULATION SHEET                                |   |          |      |                                   |               |                               |               |                  |               |                |               |
| Item  | Description                             | Quantity | Unit | HOURLY                            | ANNUAL TOTAL  | Unit Price                    | Extension     | Unit Price       | Extension     | Unit Price     | Extension     |
| 1A  | TWIN LAKES BUS FACILITY PER GUARD       | 5,616    | HRS  | \$ 16.49                          | \$ 92,607.84  | \$ 10.87                      | \$ 61,045.92  | \$ 13.10         | \$ 73,569.60  | \$ 14.20       | \$ 79,747.20  |
| 1B  | NORTH AREA BUS FACILITY PER GUARD       | 5,616    | HRS  | \$ 16.49                          | \$ 92,607.84  | \$ 10.87                      | \$ 61,045.92  | \$ 13.10         | \$ 73,569.60  | \$ 14.20       | \$ 79,747.20  |
| 1C  | SOUTH AREA BUS FACILITY PER GUARD       | 5,616    | HRS  | \$ 16.49                          | \$ 92,607.84  | \$ 10.87                      | \$ 61,045.92  | \$ 13.10         | \$ 73,569.60  | \$ 14.20       | \$ 79,747.20  |
| 1D  | DISTRICT MAINTENANCE FACILITY PER GUARD | 4,756    | HRS  | \$ 16.49                          | \$ 78,426.44  | \$ 10.87                      | \$ 51,697.72  | \$ 13.10         | \$ 62,303.60  | \$ 14.60       | \$ 69,437.60  |
| 1E  | MULTI-CULTURAL CENTER PER GUARD         | 1,560    | HRS  | \$ 16.49                          | \$ 25,724.40  | \$ 10.87                      | \$ 16,957.20  | \$ 13.10         | \$ 20,436.00  | \$ 14.80       | \$ 23,088.00  |
| 1F  | NORTH AREA MAINT. FACILITY PER GUARD    | 5,616    | HRS  | \$ 16.49                          | \$ 92,607.84  | \$ 10.87                      | \$ 61,045.92  | \$ 13.10         | \$ 73,569.60  | \$ 14.20       | \$ 79,747.20  |
| 1G  | N. AREA SATELLITE BUS FAC. PER GUARD    | 5,616    | HRS  | \$ 16.49                          | \$ 92,607.84  | \$ 10.87                      | \$ 61,045.92  | \$ 13.10         | \$ 73,569.60  | \$ 14.20       | \$ 79,747.20  |
| 1H  | WEST CENTRAL BUS FACILITY PER GUARD     | 11,332   | HRS  | \$ 16.49                          | \$ 186,864.68 | \$ 10.87                      | \$ 123,178.84 | \$ 13.10         | \$ 148,449.20 | \$ 14.20       | \$ 160,914.40 |
| 1I  | SOUTH AREA MAINTENANCE FAC. PER GUARD   | 6,256    | HRS  | \$ 16.49                          | \$ 103,161.44 | \$ 10.87                      | \$ 68,002.72  | \$ 13.10         | \$ 81,953.60  | \$ 14.60       | \$ 91,337.60  |
| TOTAL   |   |          |      |                                   | \$ 857,216.16 |                               | \$ 565,066.08 | 1                | \$ 680,990.40 | 2              | \$ 743,513.60 |

**REMARKS:**

BID DRAFT WAS APPROVED BY: JAMES WOLLSCHLAGER, SUPERVISOR, POLICE INVESTIGATIONS & OPERATIONS, & KAY LLOYD, C.P.M., PURCHASING AGENT, SUPPLY MANAGEMENT & LOGISTICS,  
BIDS RECEIVED WERE EVALUATED BY: JAMES WOLLSCHLAGER, SUPERVISOR, POLICE INVESTIGATIONS & OPERATIONS, & KAY LLOYD, C.P.M., PURCHASING AGENT, SUPPLY MANAGEMENT & LOGISTICS.

RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDER(S) MEETING SPECIFICATIONS TERMS AND CONDITIONS.





Bid 27-013T  
Security Guard Services  
Bid Rejection Sheet

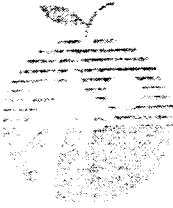
Reject bids received for the following reasons:

**1. Security Services of America, Sunrise Security Agency and Westmoreland Protection Agency:**

Reject bids from these bidders. General Condition 1a states that it is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. These bidders did not use the addendum to prepare their bid responses.

**2. Barkley Security Agency, Inc. and NCLN20:**

Reject bids from these bidders. Special Condition 10 in Addendum 1 states that the local office must be in Broward, Miami-Dade or Palm Beach County at the time the bid is opened. At the time of bid opening, these bidders did not have a local office in the tri-county area.



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

**ROBERT N. WAREMBURG, CPPO**  
*Director, Supply Management & Logistics*

[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

*Chair* BENJAMIN J. WILLIAMS  
*Vice Chair* BEVERLY A. GALLAGHER  
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DR. FRANK TILL  
*Superintendent of Schools*

July 14, 2006

**Addendum No. 1**  
**Bid No. 27-013T**  
**SECURITY GUARD SERVICES**

**CALLED FOR 2:00 P.M. ET, JULY 20, 2006**

**TO ALL BIDDERS:**

Amend the above referenced Bid in the following particulars only:

1. Answers to questions received.
2. **Delete** Pages 7, 8, 9, 10, 11, 13, 15, 17, 19 and 20 of 24 Pages  
**Insert** Pages 7, 8, 9, 10, 11, 13, 15, 17, 19 and 20 of 24 Pages - **REVISED** -

The appropriate parts of this Addendum must be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid 27-013T, proposer certifies acceptance of this Addendum.

Sincerely,

Kay Lloyd, C.P.M.  
Purchasing Agent III

Attachments

➤ **QUESTION #1:**

Who is the present contractor?

**ANSWER TO QUESTION #1:**

Security Services of America.

➤ **QUESTION #2:**

What is the current billing rate per hour?

**ANSWER TO QUESTION #2:**

We currently pay \$11.00 per hour.

➤ **QUESTION #3:**

How long has the present contractor performed on this contract?

**ANSWER TO QUESTION #3:**

The current bid award began on January 1, 2002. Our currently contracted vendor has been providing the services since that time.

➤ **QUESTION #4:**

Is there a pay rate per hour we are expected to pay the guards?

**ANSWER TO QUESTION #4:**

See new Special Condition 15 which addresses this.

➤ **QUESTION #5:**

How can we obtain the current bill rate information and/or a copy of the current contract?

**ANSWER TO QUESTION #5:**

A copy of the RFP for the current contract is available on our website. Go to: [www.browardschools.com](http://www.browardschools.com), choose departments, choose Supply Management and Logistics, then choose Contract Listing. The contracts are listed alphabetically. See the answer to question #2 for the rate information.

➤ **QUESTION #6:**

Can we see how the current company organized their proposal?

**ANSWER TO QUESTION #6:**

The last time the Security Guard Services was released for competitive purposes, it was done as an RFP, not a bid. The RFP response will have little or no relationship to what is being requested on our new bid. The formats are completely different. However, an appointment can be made to come to our office and view the response.

➤ **QUESTION #7:**

Will the pay rate increases implemented for SBBC employees apply to the security officers?

**ANSWER TO QUESTION #7:**

There is no relationship. The awardee(s) will implement their pay increases as they see fit.

VENDOR NAME: \_\_\_\_\_

KL/lc

**BID PROPOSAL**

**SECTION 4. SPECIAL CONDITIONS**

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **SECURITY GUARD SERVICES** as specified herein. The awardee(s) will receive individual purchase orders specifying the location. SBBC locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service.

The awardee(s) for this ITB shall administer and provide security guard services to various schools, centers, departments, buildings and compounds. The services to be provided will include providing sufficient security to protect all SBBC property and equipment from being damaged, defaced, destroyed or stolen. Security responsibility means that the awardee(s) accepts responsibility for the custody of an SBBC property, site or building and that any losses due to theft or vandalism shall be reimbursed to SBBC by the awardee(s). In addition to the sites specified on this ITB, the awardee(s) shall also have the capability to provide services to any other SBBC locations in Broward County on an as-needed basis.

2. **TERM:** The award of this bid shall establish a contract for the period **beginning September 21, 2006 and continuing through December 31, 2009**. Bids will not be considered for a shorter period of time. All prices quoted must be firm through **December 31, 2007**. Services will be requested as required.

3. **AWARD:** Bid shall be awarded by **GROUP** to the lowest responsive and responsible bidder and a 1<sup>st</sup> and second alternate meeting all specifications, terms and conditions. Therefore, it is necessary to bid on every item in the group; in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. All items within a group must have an individual cost. Failure to state the individual cost for an item within a group will result in disqualification of the group. Bidder should carefully consider each item for conformance to specifications. In the event that one item in the group does not meet the specifications, the entire group will be disqualified.

After award of this bid, any awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this School Board for two years, as described in General Conditions 22, 23 and 53.

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Kay Lloyd, Purchasing Agent, Supply Management and Logistics Department, 754-321-0504 or email at kay.lloyd@browardschools.com** who is authorized only to direct the attention of prospective bidders to various portions of the Bid so they may read and interpret such for themselves. Neither **Ms. Lloyd** nor any employee of SBBC is authorized to interpret any portion of the Bid or give information as to the requirements of the Bid in addition to that contained in the written Bid Document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum. Any verbal or written information, which is obtained other than, by information in this ITB document or by Addenda, shall not be binding on SBBC.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 4. SPECIAL CONDITIONS (Continued)**

5. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three years, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Supply Management and Logistics Department, will, if considering to extend, request a letter of intent to extend from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The bidder(s) agrees to this condition by signing its bid.
6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be used throughout the contract period for each item and are not a guarantee. Actual quantities used throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Services will be requested as needed throughout the contract period.
7. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided on the Bid Summary Sheet the name, address, telephone number and emergency contact information of the representative who could make scheduled visits to the schools/departments and who will be available upon request to resolve billing and service problems.
8. **INVOICES:** Invoices **MUST** include **PURCHASE ORDER** number and the detailed service information, when applicable, for the services provided. Invoices shall be submitted **in duplicate** to Accounts Payable Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 304, Sunrise, Florida 33351-6704. Invoices must show the entire "SERVICE" location. Billing information showing that the charges allowed for the use of motorized vehicles is not to be added to the hourly rate of the employee, but is to be billed on the invoice as a separate line item and is to be based on the actual time the vehicle was used, not the total time worked by the employee.
9. **PRICE ADJUSTMENTS:** Unit prices offered shall remain firm through **December 31, 2007**. A request for unit price adjustments with proper documentation, justifying the adjustment, shall be submitted, in writing, to the Supply Management and Logistics Department one month prior to the anniversary date of the contract. Any unit price adjustments, for the following year, shall have written approval from SBBC prior to invoicing. Any unit price adjustments invoiced without prior written approval from SBBC shall not be paid and the invoice returned to the awardee for correction. Unit price adjustments shall take effect only when awarded vendor has received written approval from SBBC or on the anniversary date of the contract, whichever is later. Any unit price adjustments, if allowed by SBBC, shall be negotiated in good faith with the awarded vendor(s). SBBC reserves the right to reject any unit price adjustments and to cancel the renewal of any contract with an increase in prices. Price adjustments will be allowed based on a minimum wage increase only as adjusted by the Federal Government.
10. **LOCAL OFFICE:** In order to be considered for award, bidder must have a local office that can respond to calls. For the purpose of this bid, "LOCAL" means a location in Broward, Miami-Dade or Palm Beach County. The local office must be in Broward, Miami-Dade or Palm Beach County at the time this bid is opened.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 4. SPECIAL CONDITIONS (Continued)**

11. **BIDDER REQUIREMENTS:** In order to be eligible for award, bidders must provide the following with the bid or upon request, prior to evaluation:
- A. **Licensing:**
    - a. Copy of a current State of Florida Security Guard Services license
    - b. Copy of a County Occupational License from one of the 67 Florida counties
  - B. **Experience:**
    - a. Provide information which shows that firm has been in business providing security guard services for a minimum of three years. (Copies of state and local licenses will satisfy this requirement.)
    - b. Provide information which shows that firm has current contracts totaling in excess of 300 hours per week and has maintained this level of service for at least three consecutive months. (Copies of signed contracts or letters from present clients will satisfy this requirement.)
    - c. Provide three references in the form of letters of recommendation from current or previous clients indicating the clients' satisfaction with the services provided and the firm's ability to provide service for SBBC.
  - C. **Training:**
    - a. Provide an overview of the firm's training program. (A copy of a training manual or a copy of the company training policies and procedures and an overview of the training will satisfy this requirement.)
12. **SERVICE REQUIREMENTS:** It is understood that the total number of guard hours required, as well as scheduling and post location, will have to be determined and/or adjusted from time to time as the needs of SBBC change. Based on the needs of SBBC, the number of locations and/or hours may be increased, decreased or deleted. New locations may be added or services at existing locations modified or canceled upon 12 hours notice. It is estimated that on-demand locations will require an additional 10,000 hours per year. These services will need to be provided upon 8 hours notice. Twenty-four hour contact with the awardee(s) must be available. Awardee(s) will provide SBBC with a 24 hour contact number.
13. **EMERGENCY SITUATIONS:** In the event of an extreme weather event, such as a hurricane, or some other emergency situation, it is likely that SBBC will have a need for security guards on fairly short notice. Whenever possible, the awardee will be given eight (8) hours' notice that guards are needed. In the case of a hurricane or event which affects all or most of Broward County, the requested guards need to arrive as soon as it is deemed safe to do so after the all clear is given. If less than eight (8) hours' notice is given and guards must be brought in from outside Broward, Miami-Dade or Palm Beach County, a rate schedule agreed upon by both parties will be used.
13. **LOCAL POLICE SERVICES:** As necessary, SBBC reserves the right to employ the services of one or more members of local police departments with arresting powers.
14. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the School Board, and shall replace and/or repair any loss or damages unless caused by the School Board. The School Board may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
15. **MINIMUM WAGE RATE:** Awardee(s) shall be required to pay its employees the current Federal minimum wage rate. SBBC reserves the right to inspect the payroll records of the awardee(s) as may be deemed necessary to determine awardee's compliance with the Federal Wage and Hour Law.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 5, BID SUMMARY SHEET**  
**LOCATION INFORMATION AND HOURS OF COVERAGE**

Bidders interested in submitting bids, may visit the sites between 7:30 a.m. and 4:30 p.m. Bidders can make arrangements with the contact person listed below at each site at least 24 hours prior to the site visits. The major locations which will be covered under this contract are as follows:

| Group 1 Items | LOCATIONS   | Monday-Friday                                     | Saturday and Sunday                  | Hours per Week | 52 Week Estimate |
|---------------|---|---|--------------------------------------|----------------|------------------|
| A.            | Twin Lakes Bus Facility<br>3895 NW 10 Avenue<br>Ft. Lauderdale FL<br>Contact: Jim Brehm<br>Telephone Number: 754-321-4464<br>SBBC Holidays (16 days)        | 6 p.m. to 6 a.m.<br>(12 hours daily)              | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |   | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days) |                                      |                | 192              |
| B.            | North Area Bus Facility<br>6501 NW 15 Avenue<br>Pompano Beach FL<br>Contact: Dennis James<br>Telephone Number: 754-321-4030<br>SBBC Holidays (16 days)      | 6 p.m. to 6 a.m.<br>(12 hours daily)              | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |   | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days) |                                      |                | 192              |
| C.            | South Area Bus Facility<br>900 S University Drive<br>Pembroke Pines, FL<br>Contact: Bill Bohan<br>Telephone Number: 754-321-0725<br>SBBC Holidays (16 days) | 6 p.m. to 6 a.m.<br>(12 hours daily)              | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |   | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days) |                                      |                | 192              |
| D.            | District Maintenance Facility<br>3810 NW 10 Avenue<br>Ft. Lauderdale FL<br>Contact: Roy Norton<br>Telephone Number: 754-321-4618<br>SBBC Holidays (16 days) | 9 p.m. to 5 a.m.<br>(8 hours daily)               | 5 a.m. to 5 a.m.<br>(24 hours daily) | 88             | 4,576            |
|               |   | 5 a.m. to 9 p.m.<br>(16 hours daily x<br>16 days) |                                      |                | 256              |
| E.            | Multi-Cultural Center<br>1441 S Federal Highway<br>Ft. Lauderdale<br>Contact: Bob Sandburg<br>Telephone Number: 754-321-0725                                | 4 p.m. to 10 p.m.                                 | N/A                                  | 30             | 1,560            |

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 5, BID SUMMARY SHEET (Continued)**  
**LOCATION INFORMATION AND HOURS OF COVERAGE (Continued)**

| Group 1 Items | LOCATIONS  | Monday-Friday  | Saturday and Sunday                  | Hours per Week | 52 Week Estimate |
|---------------|--|--|--------------------------------------|----------------|------------------|
| F.            | North Area Maintenance Facility<br>6501 NW 15 Avenue<br>Ft. Lauderdale FL<br>Contact: Bill Flores<br>Telephone Number: 754-321-0725<br>SBBC Holidays (16 days)                 | 6 p.m. to 6 a.m.<br>(12 hours daily)                     | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |  | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days)        |                                      |                | 192              |
| G.            | North Area Satellite Bus Facility<br>2600 NW 18 Terrace<br>Pompano Beach FL<br>Contact: Dennis James<br>Telephone Number: 754-321-4030<br>SBBC Holidays (16 days)              | 6 p.m. to 6 a.m.<br>(12 hours daily)                     | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |  | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days)        |                                      |                | 192              |
| H.            | West Central Bus Facility<br>2320 College Avenue<br>Davie, FL<br>Contact: Evelyn McCabe<br>Telephone Number: 754-321-0725<br>SBBC Holidays (16 days)<br><b>2 GUARDS NEEDED</b> | 6 p.m. to 6 a.m.<br>(12 hours daily)                     | 6 a.m. to 6 a.m.<br>(24 hours daily) | 216            | 11,332           |
|               |  | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days)        |                                      |                | 384              |
| I.            | South Area Maintenance Facility<br>1295 N. 21 <sup>st</sup> Avenue<br>Hollywood, FL<br>Contact: To be determined<br>Telephone Number: 754-321-2900<br>SBBC Holidays (16 days)  | 3 p.m. to 6:30 a.m.<br>(15 1/2 hours daily)              | 7 a.m. to 7 a.m.<br>(24 hours daily) | 125 1/2        | 6,256            |
|               |  | 3 p.m. to 6:30 p.m.<br>(15 1/2 hours daily<br>x 16 days) |                                      |                | 248              |

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 5, BID SUMMARY SHEET (Continued)**

**ANNUAL ALL  
 INCLUSIVE  
 TOTAL COST**

**ITEM 1 (Continued):**

**HOURLY RATE \***

| <b>Hours</b> |                 |  | <b><u>HOURLY RATE *</u></b> | <b>ANNUAL ALL<br/>INCLUSIVE<br/>TOTAL COST</b> |
|--------------|-----------------|--|-----------------------------|--|
| G.           | 5,616<br>hours  | <b>NORTH AREA SATELLITE BUS FACILITY</b> | \$ _____<br>per guard       | \$ _____                                       |
| H.           | 11,332<br>hours | <b>WEST CENTRAL BUS FACILITY</b>         | \$ _____<br>per guard       | \$ _____                                       |
| I.           | 6,256<br>hours  | <b>SOUTH AREA MAINTENANCE FACILITY</b>   | \$ _____<br>per guard       | \$ _____                                       |

**TOTAL GROUP 1 (ITEMS A – I inclusive) .....\$ \_\_\_\_\_**

**NOTE:** It is estimated that additional services at various SBBC locations will total 10,000 hours annually. These services will be billed at the same hourly rate as offered on Items A - I.

**\* HOURLY RATE MUST INCLUDE THE COST OF THE ROAD SUPERVISOR AS WELL AS ALL SUPPLIES AND EQUIPMENT. THE USE OF MOTORIZED VEHICLES WILL BE COMPENSATED AT \$2.00/HOUR. THE USE OF OFF-STREET MOTORIZED CART WILL BE COMPENSATED AT \$1.00/HOUR.**

**NOTE TO BIDDER:** Review General Condition 47 prior to completing and mailing this bid.

**Bidder's M/WBE Certification Number:** \_\_\_\_\_

**Agency Issuing This Number:** \_\_\_\_\_

NO  YES  Bidder is **not** a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6. BID SPECIFICATIONS**

1. **GENERAL SPECIFICATIONS:** The awardee(s) will be expected to provide licensed, unarmed, uniformed security personnel to locations as specified in the bid and to other locations as needed. All security personnel working at SBBC locations must demonstrate a proficiency in communicating in English. Such personnel must be in compliance with all Federal, State and Local codes, ordinances, statutes, license requirements and any applicable laws. Security guard personnel will also adhere to all SBBC policies, procedures and specific guidelines established for each location. An SBBC site representative will be appointed at each location. Security guard staff must keep the site representative fully apprised of all activities which relate to and affect the efficient operation of the security personnel and the overall security program. Only licensed and qualified security guards will be assigned to SBBC facilities. The awardee(s) must provide copies of security guards' licenses when requested. Specific requirements are detailed in the following specifications.
  
2. **QUALITY CONTROL:**
  - A. Awardee(s) will supply one **dedicated** road supervisor to oversee the work of security guards at locations indicated on the bid. For other locations not specifically listed in the bid, a minimum of one road supervisor must be assigned for every 10 sites. SBBC will not pay for road supervisors, only the cost of the security personnel specifically assigned to SBBC sites. Inspections will be performed on a scheduled or unscheduled basis.
  - B. Awardee(s) will maintain a file, available to SBBC, of all inspections conducted, the outcome of the inspections, noting any deficiencies and any corrective action taken.
  
3. **REQUIRED DOCUMENTATION:**
  - A. All security guard personnel will be logged on and off duty in a manner so as to provide a time record acceptable to SBBC.
  - B. All time records are to be kept at specified locations at the sites. SBBC time clocks will be used by the awardee(s)' employees where available. Awardee(s) may be required to provide time clocks at other sites as necessary. Where time clocks are not available, detailed logbooks will be maintained and kept at the sites.
  - C. Awardee(s) will maintain accurate and complete records of personnel information, training records and biographical data on all personnel affiliated with this contract.
  - D. Awardee(s) will ensure that all personnel files are readily available to any authorized SBBC representative during the term of this contract.
  - E. All correspondence, records, vouchers and books of account related to work performed or money expended under this contract will be open to inspection by an authorized SBBC representative during the contract period and for a period of two years after contract termination.

VENDOR NAME: \_\_\_\_\_

KL/ic

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**

5. **EQUIPMENT (Continued):**

- C. The awardee(s) will supply electric communication devices for all security staff. Electronic communication must be strong and clear at all times. Multiple chargers for the phones or electronic communication devices and all related equipment must also be provided. These phones or electronic communication devices will have sufficient range to ensure contact between all security personnel wherever located at the site and with the awardee(s)' home base. The electronic communication system supplied by the awardee(s) will be evaluated by SBBC technicians prior to awardee(s)' staff beginning work at any SBBC locations. Should the system be judged inadequate to provide the necessary communications, the awardee(s) will be required to provide an electronic communications system which is acceptable to SBBC.
- D. The awardee(s) will provide all forms, pencils, pens and miscellaneous office supplies needed for the performance of this contract.
- E. The awardee(s)' supervisory staff will ensure that guards make rounds and perform all tasks as required by SBBC.
- F. The use of a licensed motor vehicle or off-street motorized cart will be reimbursed by SBBC for the ACTUAL time being used, not for the period of the employees' shift.
- G. Any property furnished by SBBC under the terms of this contract will remain the property of SBBC. Upon termination of the contract, the awardee(s) will provide an accounting of all property which has come into the awardee(s)' possession. Awardee(s) will be responsible to return or replace all SBBC equipment immediately upon contract expiration. An inventory of this property will be maintained by the SBBC site representative.
- H. SBBC property will be used only for the performance of the security services contract. This property is not for personal use.
- I. All unauthorized telephone calls made by employees of the awardee(s), will be billed to the awardee(s).
- J. Awardee(s) will be billed at actual cost to SBBC for any equipment furnished by SBBC which the awardee(s) is required to provide, but has failed to furnish.
- K. All equipment utilized by the awardee(s) in the execution of this contract will be maintained by the awardee(s). SBBC will provide a storage/parking area with electrical outlets for off-street electrical carts. Awardee(s) will supply all charger equipment; this equipment must meet existing codes. Electric carts must have the capacity to handle transportation requirements for the duration of each shift.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6. BID SPECIFICATIONS (Continued)**

8. **SECURITY GUARD ADDITIONAL RESPONSIBILITIES- PATROL GUARDS:** Security guards who are assigned as patrols or roving posts will have the following additional responsibilities:
- A. Patrolling on foot within the facility and checking designated areas, rooms, materials, equipment, etc.
  - B. Deterring intruders, and making rounds as required, at times designated. It is necessary that security equipment (fencing, locks, alarms, intrusion devices, etc.) be checked during tours of duty to assure that this equipment has not been tampered with, removed, destroyed, cut, broken or found to be defective in any way.
  - C. Conducting initial investigations into any unusual incidents or occurrences uncovered during a tour of duty and, without undue delay, notifying the SBBC site representative or his/her designee, SBBC SIU, and submitting a detailed report to security personnel's supervisor with a copy of the report to the District contract administrator.
  - D. Operating a vehicle supplied by the awardee(s) when required.
9. **FIREARMS:** At no time may ANY FIREARM be brought on SBBC property.
10. **COMMUNICATION SKILLS:** A minimum competency in the English language is essential to permit discussion of SBBC's concerns and requirements as well as understanding vital instructions in emergency and non-emergency situations. Awardee(s) should have staff available, as needed, to sufficiently read to write the English language.
11. **VIOLATIONS AND FINES:** Fines may be imposed on the awardee(s) for violations by its personnel as noted. Notice of a violation and the intent to impose a fine will be given to the awardee(s) by sending a copy of the SBBC site representative's report promptly after the site representative submits it. This allows the awardee(s) time to bring any special situations or extenuating circumstances to the site representative and contract administrator's attention. All fines will be assessed by the SBBC contract administrator, whose decisions are final. Fines will be \$100.00 per infraction. Repeated violations of any type at the same location will be taken as proof that the awardee(s) cannot adequately provide services to that location. A continuing pattern of frequent violations at multiple sites will likewise be taken as proof that the awardee(s) may be incapable of performing in accordance with bid requirements. The awardee(s) may then be defaulted at the sole discretion of SBBC within 30 days of notification. Violations include, but are not limited to, those listed below:
- A. **Management/Administrative Violations**
    - a. Guards not properly equipped
    - b. No operative electronic communications device
    - c. Inoperative vehicle or no vehicle
    - d. Inadequate literacy
    - e. Improper licensure
    - f. Inadequate training
    - g. Lack of contract supervision
    - h. Excessive hours of duty (not approved in advance by an SBBC representative)
    - i. Reassigning a previously suspended guard to an SBBC location
    - j. Failure to provide required logs

VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**

11. **VIOLATIONS AND FINES (Continued):**

B. Guard Violations

- a. Late for duty
- b. Inappropriate behavior (e.g. lounging, inattention, rudeness to staff, visitors, etc.)
- c. Sleeping on duty (will result in removal from post)
- d. Failing to make a report
- e. Improper rounds
- f. Failing to follow post orders
- g. Abandoning post
- h. Improper or badly soiled uniforms
- i. Violations of local, state or federal laws, regulations or ordinances
- j. Acts of theft or vandalism
- k. Failure to adhere to SBBC policies, procedures and location guidelines
- l. Inability to adequately communicate in English

12. **DISCIPLINARY ACTION:**

- A. All guard personnel performing work as a result of this contract will be considered the awardee(s)' employees under its administrative control and supervision. Disciplinary action, if necessary, is the responsibility of the awardee(s) and will be reported to the SBBC site representative in writing.
- B. If for any reason, any security personnel working at an SBBC location are terminated, the SBBC site representative must be notified in writing.

VENDOR NAME: \_\_\_\_\_

KL/lc



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

**ROBERT N. WAREMBURG, CPPO**  
*Director, Supply Management & Logistics*  
www.browardschools.com

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DR. FRANK TILL  
*Superintendent of Schools*

DATE: June 27, 2006  
TO: Prospective Bidders  
FROM: Kay Lloyd, Purchasing Agent  
754-321-0504  
SUBJECT: **Instructions to Bidders**  
**Invitation to Bid 27-013T, Security Guard Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Security Guard Services. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above or via facsimile at 754-321-0533. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an addendum issued to the ITB, is not binding on SBBC.

Carefully read all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

- **NON-MANDATORY BIDDERS' CONFERENCE**  
A Bidders' Conference will be held on July 11, 2006, beginning at 8:00 a.m. Eastern Time (ET), in the Technology and Support Services Center, Supply Management and Logistics Department, Bid Rooms 1 & 2, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.
- **SECTION 2, SUBMITTAL REQUIREMENTS**  
Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.
- **COMPLETION OF BIDS**  
The Bid Summary Sheets upon which the bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.
- **PRICING CORRECTIONS**  
If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.
- **DUE DATE**  
Bids are due in the Supply Management and Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.
- **STATEMENT OF "NO" BID**  
If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No" Bid and return via facsimile to 754-321-0533. Your responses to the Statement of "No" Bid are very important to the Supply Management and Logistics Department when creating future ITBs.

Thank you for your interest in Broward County Public Schools. Again, if you have any questions, please contact me at the telephone number stated above.

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The School Board of, Broward County, Florida  
**SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT**  
 7720 West Oakland Park Boulevard, Suite 323  
 Sunrise, Florida 33351-6704  
 754-321-0505

# INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):

**July 20, 2006**

ITB NO.:

**27-013T**

RELEASE DATE :

**June 27, 2006**

PURCHASING AGENT:

Kay Lloyd  
754-321-0504

Bids must be submitted to the Supply Management and Logistics Department and received **on or before 2:00 p.m. ET** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered.

BID TITLE:

**SECURITY GUARD SERVICES**

## SECTION 1, Bidder Acknowledgement

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.**

Bidder's Name and state "Doing Business As", where applicable:

**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below.  Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

Internet Web Site:

Toll Free Number:

Internet E-Mail Address:

Fax Number:

Federal Tax Identification Number:

Internet E-Mail Address:

*I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. I agree to complete and unconditional acceptance of this bid, all appendices and contents of any Addenda released hereto; I agree to be bound to all specifications, terms and conditions contained in this ITB and failure to comply will result in disqualification of bid or bid item. Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws and all responses, data and information contained in this bid are true and accurate. I certify that I am authorized to sign this ITB for the bidder*

\_\_\_\_\_  
Signature of Authorized Representative (Manual)

\_\_\_\_\_  
Name of Authorized Representative (Typed or Printed)

\_\_\_\_\_  
Title

*I agree that this bid cannot be withdrawn within 90 days from date due.*

## SECTION 2, Submittal Requirements

**SUBMITTAL REQUIREMENTS:** In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the

below have been submitted.

Bid Bond

Descriptive Literature

Licenses

Material Safety Data Sheets

Special Condition \_\_

Special Condition \_\_

**Special Condition 11**

Special Condition \_\_

Manufacturers Authorization

References

Bidder Questionnaire

Bidder Requirements

Special Condition \_\_

Special Condition \_\_

Special Condition \_\_

**Special Condition 11**

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**

### SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **SBBC reserves the right to reject any bid that fails to comply with these submittal requirements.**
  - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
  - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Supply Management and Logistics Department on or before 2:00 p.m. ET on date due for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
  - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).** If a bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

  - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
  - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
  - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
  - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
  - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Supply Management and Logistics Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding legal holidays and days during which the school district administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Supply Management and Logistics no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum will be issued.
6. **AWARDS:** In the best interest of the School Board, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at awardee's expense.
10. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
11. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all bidders must disclose with their bid** the name of any officer, director, or agent who has a material interest in the bidder's firm and who is also an employee of The School Board of Broward County, Florida.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 21: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Supply Management and Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the awardee of its responsibilities under a contract awarded under this bid.*
15. **PATENTS & ROYALTIES:** The awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awardee shall be liable for any damages or loss to the Board occasioned by negligence of the awardee (or agent) or any person the awardee has designated in the completion of the contract as a result of their bid.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unawardees. After acceptance of bid, the Board will notify the awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the awardee.
22. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
23. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation. The School Board of Broward County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party.
24. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Blvd, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
25. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET. This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
26. **SUBSTITUTIONS:** The School Board of Broward County, Florida WILL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the awardee's expense.
27. **FACILITIES:** SBBC reserves the right to inspect the awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a bidder is a responsible bidder.
28. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed stamped envelope with bid. Bid tabulation will be mailed after completion of the rules shown in School Board Policy 3320.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.
30. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Supply Management and Logistics Department.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any purchase order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the purchase order.** A single invoice line must not correspond to or commingle the cost shown on multiple purchase order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding purchase orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and [www.demandstar.com](http://www.demandstar.com) on **July 27, 2006 at 3:00 p.m. ET** and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Supply Management and Logistics Department gives notice of an intended decision about this bid. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". 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, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing
37. (Continued): process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
37. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management and Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the bidder to be certain that all addendum released have been received, that all addendum requirements have been completed, and that all submittals required by the addendum have been timely filed. (See General Condition 1.)
38. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
40. **INDEMNIFICATION: This General Condition of the bid is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**
- a) SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
- b) 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 the VENDOR, its agents, servants or employees; the equipment of the 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 the VENDOR, SBBC or otherwise.

41. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a 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, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
42. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.
43. **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-6187 or TDD 754-321-6188.
44. **"FUNDING OUT" TERMINATION/CANCELLATION:** Section 1011.14, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this bid. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this bid upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
45. **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
  - b) A lobbyist is not considered to be a person representing school allied groups ( e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
  - c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, [www.browardschools.com](http://www.browardschools.com).
  - d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.
  - e) Senior-level employees (Pay Grade 30 and above) and/or School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
  - f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
46. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
  - The Broward County Certified Minority/Women Business Enterprise vendor;
  - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
  - The Florida Certified Minority/Women Business Enterprise vendor;
  - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Florida vendor, other than a Minority/Women Business Enterprise vendor.
  - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Supply Management and Logistics Department; the tie low bid vendors invited to be present as witnesses.

#### CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A bidder can not sign this form in lieu of properly signing the Invitation to Bid form.

47. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. AN M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's Supplier Diversity and Outreach Programs at 754-321-2290 or [www.broward.k12.fl.us/supply/mwbe.htm](http://www.broward.k12.fl.us/supply/mwbe.htm).

It is a goal of the School Board to incorporate at least five percent M/WBE participation in any award made as a result of this bid. If the bidder is not a Certified M/WBE, bidder should include, as an attachment to its bid, a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

48. **SBBC ITEM IDENTIFICATION SYSTEM:** The five digit, nine digit, or 13 character/digit item number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's identification number for the item. It does not represent any manufacturer/distributor model/part number.

49. **SBBC PHOTO IDENTIFICATION BADGE:**

**Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all 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. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

**SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract awardee. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$75.00. The Money Order is to be made payable to "The School Board of Broward County, Florida". Visa and Mastercard will be acceptable for these fees. No cash, personal or company checks are acceptable. These fees are non-refundable and are subject to change without notice. Badges are issued for a one year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned. For more information go to [http://www.broward.k12.fl.us/supply/vendor\\_page.htm](http://www.broward.k12.fl.us/supply/vendor_page.htm)

50. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the awardee(s).

51. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to in writing by SBBC.

52. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e. no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

53. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or purchase order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:

- a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
- b) All departments being advised not to do business with vendor.

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**BID PROPOSAL**

**SECTION 4, SPECIAL CONDITIONS**

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **SECURITY GUARD SERVICES** as specified herein. The awardee(s) will receive individual purchase orders specifying the location. SBBC locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service.

The awardee(s) for this ITB shall administer and provide security guard services to various schools, centers, departments, buildings and compounds. The services to be provided will include providing sufficient security to protect all SBBC property and equipment from being damaged, defaced, destroyed or stolen. Security responsibility means that the awardee(s) accepts responsibility for the custody of an SBBC property, site or building and that any losses due to theft or vandalism shall be reimbursed to SBBC by the awardee(s). In addition to the sites specified on this ITB, the awardee(s) shall also have the capability to provide services to any other SBBC locations in Broward County on an as-needed basis.

2. **TERM:** The award of this bid shall establish a contract for the period **beginning September 21, 2006 and continuing through December 31, 2009**. Bids will not be considered for a shorter period of time. All prices quoted must be firm through **December 31, 2007**. Services will be requested as required.

3. **AWARD:** Bid shall be awarded by **GROUP** to the lowest responsive and responsible bidder and a 1<sup>st</sup> and second alternate meeting all specifications, terms and conditions. Therefore, it is necessary to bid on every item in the group; in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. All items within a group must have an individual cost. Failure to state the individual cost for an item within a group will result in disqualification of the group. Bidder should carefully consider each item for conformance to specifications. In the event that one item in the group does not meet the specifications, the entire group will be disqualified.

After award of this bid, any awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this School Board for two years, as described in General Conditions 22, 23 and 53.

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Kay Lloyd, Purchasing Agent, Supply Management and Logistics Department, 754-321-0504 or email at kay.lloyd@browardschools.com** who is authorized only to direct the attention of prospective bidders to various portions of the Bid so they may read and interpret such for themselves. Neither **Ms. Lloyd** nor any employee of SBBC is authorized to interpret any portion of the Bid or give information as to the requirements of the Bid in addition to that contained in the written Bid Document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum. Any verbal or written information, which is obtained other than, by information in this ITB document or by Addenda, shall not be binding on SBBC.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 4, SPECIAL CONDITIONS (Continued)**

5. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three years, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Supply Management and Logistics Department, will, if considering to extend, request a letter of intent to extend from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The bidder(s) agrees to this condition by signing its bid.
6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be used throughout the contract period for each item and are not a guarantee. Actual quantities used throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Services will be requested as needed throughout the contract period.
7. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided on the Bid Summary Sheet the name, address, telephone number and emergency contact information of the representative who could make scheduled visits to the schools/departments and who will be available upon request to resolve billing and service problems.
8. **INVOICES:** Invoices **MUST** include **PURCHASE ORDER** number and the detailed service information, when applicable, for the services provided. Invoices shall be submitted **in duplicate** to Accounts Payable Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 304, Sunrise, Florida 33351-6704. Invoices must show the entire "SERVICE" location. Billing information showing that the charges allowed for the use of motorized vehicles is not to be added to the hourly rate of the employee, but is to be billed on the invoice as a separate line item and is to be based on the actual time the vehicle was used, not the total time worked by the employee.
9. **PRICE ADJUSTMENTS:** Unit prices offered shall remain firm through **December 31, 2007**. A request for unit price adjustments with proper documentation, justifying the adjustment, shall be submitted, in writing, to the Supply Management and Logistics Department one month prior to the anniversary date of the contract. Any unit price adjustments, for the following year, shall have written approval from SBBC prior to invoicing. Any unit price adjustments invoiced without prior written approval from SBBC shall not be paid and the invoice returned to the awardee for correction. Unit price adjustments shall take effect only when awarded vendor has received written approval from SBBC or on the anniversary date of the contract, whichever is later. Any unit price adjustments, if allowed by SBBC, shall be negotiated in good faith with the awarded vendor(s). SBBC reserves the right to reject any unit price adjustments and to cancel the renewal of any contract with an increase in prices. Price adjustments will be allowed based on a minimum wage increase only as adjusted by the Federal Government.
10. **LOCAL OFFICE:** In order to be considered for award, bidder must have a local office that can respond to calls. For the purpose of this bid, "LOCAL" means a location in Broward, Miami-Dade or Palm Beach County. The local office must be in Broward, Miami-Dade or Palm Beach County at the time this bid is opened.

VENDOR NAME: \_\_\_\_\_  
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The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 4, SPECIAL CONDITIONS (Continued)**

11. **BIDDER REQUIREMENTS:** In order to be eligible for award, bidders must provide the following with the bid or upon request, prior to evaluation:
- A. **Licensing:**
    - a. Copy of a current State of Florida Security Guard Services license
    - b. Copy of a County Occupational License from one of the 67 Florida counties
  - B. **Experience:**
    - a. Provide information which shows that firm has been in business providing security guard services for a minimum of three years. (Copies of state and local licenses will satisfy this requirement.)
    - b. Provide information which shows that firm has current contracts totaling in excess of 300 hours per week and has maintained this level of service for at least three consecutive months. (Copies of signed contracts or letters from present clients will satisfy this requirement.)
    - c. Provide three references in the form of letters of recommendation from current or previous clients indicating the clients' satisfaction with the services provided and the firm's ability to provide service for SBBC.
  - C. **Training:**
    - a. Provide an overview of the firm's training program. (A copy of a training manual or a copy of the company training policies and procedures and an overview of the training will satisfy this requirement.)
12. **SERVICE REQUIREMENTS:** It is understood that the total number of guard hours required, as well as scheduling and post location, will have to be determined and/or adjusted from time to time as the needs of SBBC change. Based on the needs of SBBC, the number of locations and/or hours may be increased, decreased or deleted. New locations may be added or services at existing locations modified or canceled upon 12 hours notice. It is estimated that on-demand locations will require an additional 10,000 hours per year. These services will need to be provided upon 8 hours notice. Twenty-four hour contact with the awardee(s) must be available. Awardee(s) will provide SBBC with a 24 hour contact number.
13. **EMERGENCY SITUATIONS:** In the event of an extreme weather event, such as a hurricane, or some other emergency situation, it is likely that SBBC will have a need for security guards on fairly short notice. Whenever possible, the awardee will be given eight (8) hours' notice that guards are needed. In the case of a hurricane or event which affects all or most of Broward County, the requested guards need to arrive as soon as it is deemed safe to do so after the all clear is given. If less than eight (8) hours' notice is given and guards must be brought in from outside Broward, Miami-Dade or Palm Beach County, a rate schedule agreed upon by both parties will be used.
13. **LOCAL POLICE SERVICES:** As necessary, SBBC reserves the right to employ the services of one or more members of local police departments with arresting powers.
14. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the School Board, and shall replace and/or repair any loss or damages unless caused by the School Board. The School Board may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
15. **MINIMUM WAGE RATE:** Awardee(s) shall be required to pay its employees the current Federal minimum wage rate. SBBC reserves the right to inspect the payroll records of the awardee(s) as may be deemed necessary to determine awardee's compliance with the Federal Wage and Hour Law.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 5, BID SUMMARY SHEET**  
**LOCATION INFORMATION AND HOURS OF COVERAGE**

Bidders interested in submitting bids, may visit the sites between 7:30 a.m. and 4:30 p.m. Bidders can make arrangements with the contact person listed below at each site at least 24 hours prior to the site visits. The major locations which will be covered under this contract are as follows:

| Group 1 Items | LOCATIONS   | Monday-Friday                                     | Saturday and Sunday                  | Hours per Week | 52 Week Estimate |
|---------------|---|---|--------------------------------------|----------------|------------------|
| A.            | Twin Lakes Bus Facility<br>3895 NW 10 Avenue<br>Ft. Lauderdale FL<br>Contact: Jim Brehm<br>Telephone Number: 754-321-4464<br>SBBC Holidays (16 days)        | 6 p.m. to 6 a.m.<br>(12 hours daily)              | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |   | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days) |                                      |                | 192              |
| B.            | North Area Bus Facility<br>6501 NW 15 Avenue<br>Pompano Beach FL<br>Contact: Dennis James<br>Telephone Number: 754-321-4030<br>SBBC Holidays (16 days)      | 6 p.m. to 6 a.m.<br>(12 hours daily)              | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |   | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days) |                                      |                | 192              |
| C.            | South Area Bus Facility<br>900 S University Drive<br>Pembroke Pines, FL<br>Contact: Bill Bohan<br>Telephone Number: 754-321-0725<br>SBBC Holidays (16 days) | 6 p.m. to 6 a.m.<br>(12 hours daily)              | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |   | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days) |                                      |                | 192              |
| D.            | District Maintenance Facility<br>3810 NW 10 Avenue<br>Ft. Lauderdale FL<br>Contact: Roy Norton<br>Telephone Number: 754-321-4618<br>SBBC Holidays (16 days) | 9 p.m. to 5 a.m.<br>(8 hours daily)               | 5 a.m. to 5 a.m.<br>(24 hours daily) | 88             | 4,576            |
|               |   | 5 a.m. to 9 p.m.<br>(16 hours daily x<br>16 days) |                                      |                | 256              |
| E.            | Multi-Cultural Center<br>1441 S Federal Highway<br>Ft. Lauderdale<br>Contact: Bob Sandburg<br>Telephone Number: 754-321-0725                                | 4 p.m. to 10 p.m.                                 | N/A                                  | 30             | 1,560            |

VENDOR NAME: \_\_\_\_\_  
KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 5, BID SUMMARY SHEET (Continued)**  
**LOCATION INFORMATION AND HOURS OF COVERAGE (Continued)**

| Group 1 Items | LOCATIONS  | Monday-Friday  | Saturday and Sunday                  | Hours per Week | 52 Week Estimate |
|---------------|--|--|--------------------------------------|----------------|------------------|
| F.            | North Area Maintenance Facility<br>6501 NW 15 Avenue<br>Ft. Lauderdale FL<br>Contact: Bill Flores<br>Telephone Number: 754-321-0725<br>SBBC Holidays (16 days)                 | 6 p.m. to 6 a.m.<br>(12 hours daily)                     | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |  | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days)        |                                      |                | 192              |
| G.            | North Area Satellite Bus Facility<br>2600 NW 18 Terrace<br>Pompano Beach FL<br>Contact: Dennis James<br>Telephone Number: 754-321-4030<br>SBBC Holidays (16 days)              | 6 p.m. to 6 a.m.<br>(12 hours daily)                     | 6 a.m. to 6 a.m.<br>(24 hours daily) | 108            | 5,616            |
|               |  | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days)        |                                      |                | 192              |
| H.            | West Central Bus Facility<br>2320 College Avenue<br>Davie, FL<br>Contact: Evelyn McCabe<br>Telephone Number: 754-321-0725<br>SBBC Holidays (16 days)<br><b>2 GUARDS NEEDED</b> | 6 p.m. to 6 a.m.<br>(12 hours daily)                     | 6 a.m. to 6 a.m.<br>(24 hours daily) | 216            | 11,332           |
|               |  | 6 a.m. to 6 p.m.<br>(12 hours daily x<br>16 days)        |                                      |                | 384              |
| I.            | South Area Maintenance Facility<br>1295 N. 21 <sup>st</sup> Avenue<br>Hollywood, FL<br>Contact: To be determined<br>Telephone Number: 754-321-2900<br>SBBC Holidays (16 days)  | 3 p.m. to 6:30 a.m.<br>(15 1/2 hours daily)              | 7 a.m. to 7 a.m.<br>(24 hours daily) | 125 1/2        | 6,256            |
|               |  | 3 p.m. to 6:30 p.m.<br>(15 1/2 hours daily<br>x 16 days) |                                      |                | 248              |

VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

SECTION 5, BID SUMMARY SHEET (Continued)

| <u>GROUP 1:</u> | <u>(TO BE AWARDED AS A GROUP)</u>              | <u>HOURLY RATE *</u>  | <u>ANNUAL ALL INCLUSIVE TOTAL COST</u> |
|-----------------|--|-----------------------|--|
| <u>Hours</u>    |  |                       |  |
| A.              | 5,616 hours<br>TWIN LAKES BUS FACILITY         | \$ _____<br>per guard | \$ _____                               |
| B.              | 5,616 hours<br>NORTH AREA BUS FACILITY         | \$ _____<br>per guard | \$ _____                               |
| C.              | 5,616 hours<br>SOUTH AREA BUS FACILITY         | \$ _____<br>per guard | \$ _____                               |
| D.              | 4,756 hours<br>DISTRICT MAINTENANCE FACILITY   | \$ _____<br>per guard | \$ _____                               |
| E.              | 1,560 hours<br>MULTI-CULTURAL CENTER           | \$ _____<br>per guard | \$ _____                               |
| F.              | 5,616 hours<br>NORTH AREA MAINTENANCE FACILITY | \$ _____<br>per guard | \$ _____                               |

\* HOURLY RATE MUST INCLUDE THE COST OF THE ROAD SUPERVISOR AS WELL AS ALL SUPPLIES AND EQUIPMENT. THE USE OF MOTORIZED VEHICLES WILL BE COMPENSATED AT \$2.00/HOUR. THE USE OF OFF-STREET MOTORIZED CART WILL BE COMPENSATED AT \$1.00/HOUR.

VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 5, BID SUMMARY SHEET (Continued)**

| <u>ITEM 1 (Continued):</u> |              |                                   | <u>HOURLY RATE *</u>  | <u>ANNUAL ALL INCLUSIVE TOTAL COST</u> |
|----------------------------|--------------|-----------------------------------|-----------------------|--|
| <u>Hours</u>               |              |                                   |                       |  |
| G.                         | 5,616 hours  | NORTH AREA SATELLITE BUS FACILITY | \$ _____<br>per guard | \$ _____                               |
| H.                         | 11,332 hours | WEST CENTRAL BUS FACILITY         | \$ _____<br>per guard | \$ _____                               |
| I.                         | 6,256 hours  | SOUTH AREA MAINTENANCE FACILITY   | \$ _____<br>per guard | \$ _____                               |

**TOTAL GROUP 1 (ITEMS A – I inclusive).....\$ \_\_\_\_\_**

**NOTE:** It is estimated that additional services at various SBBC locations will total 10,000 hours annually. These services will be billed at the same hourly rate as offered on Items A - I.

**\* HOURLY RATE MUST INCLUDE THE COST OF THE ROAD SUPERVISOR AS WELL AS ALL SUPPLIES AND EQUIPMENT. THE USE OF MOTORIZED VEHICLES WILL BE COMPENSATED AT \$2.00/HOUR. THE USE OF OFF-STREET MOTORIZED CART WILL BE COMPENSATED AT \$1.00/HOUR.**

**NOTE TO BIDDER:** Review General Condition 47 prior to completing and mailing this bid.

**Bidder's M/WBE Certification Number:** \_\_\_\_\_

**Agency Issuing This Number:** \_\_\_\_\_

NO  YES  Bidder is **not** a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 5, BID SUMMARY SHEET (Continued)**  
**ADDITIONAL INFORMATION**

**COMPANY REPRESENTATIVE:** (See Special Condition 7)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Local/Toll-Free Phone Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Emergency Contact Number

VENDOR NAME: \_\_\_\_\_  
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The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6, BID SPECIFICATIONS**

1. **GENERAL SPECIFICATIONS:** The awardee(s) will be expected to provide licensed, unarmed, uniformed security personnel to locations as specified in the bid and to other locations as needed. All security personnel working at SBBC locations must demonstrate a proficiency in communicating in English. Such personnel must be in compliance with all Federal, State and Local codes, ordinances, statutes, license requirements and any applicable laws. Security guard personnel will also adhere to all SBBC policies, procedures and specific guidelines established for each location. An SBBC site representative will be appointed at each location. Security guard staff must keep the site representative fully apprised of all activities which relate to and affect the efficient operation of the security personnel and the overall security program. Only licensed and qualified security guards will be assigned to SBBC facilities. The awardee(s) must provide copies of security guards' licenses when requested. Specific requirements are detailed in the following specifications.
  
2. **QUALITY CONTROL:**
  - A. Awardee(s) will supply one **dedicated** road supervisor to oversee the work of security guards at locations indicated on the bid. For other locations not specifically listed in the bid, a minimum of one road supervisor must be assigned for every 10 sites. SBBC will not pay for road supervisors, only the cost of the security personnel specifically assigned to SBBC sites. Inspections will be performed on a scheduled or unscheduled basis.
  
  - B. Awardee(s) will maintain a file, available to SBBC, of all inspections conducted, the outcome of the inspections, noting any deficiencies and any corrective action taken.
  
3. **REQUIRED DOCUMENTATION:**
  - A. All security guard personnel will be logged on and off duty in a manner so as to provide a time record acceptable to SBBC.
  
  - B. All time records are to be kept at specified locations at the sites. SBBC time clocks will be used by the awardee(s)' employees where available. Awardee(s) may be required to provide time clocks at other sites as necessary. Where time clocks are not available, detailed logbooks will be maintained and kept at the sites.
  
  - C. Awardee(s) will maintain accurate and complete records of personnel information, training records and biographical data on all personnel affiliated with this contract.
  
  - D. Awardee(s) will ensure that all personnel files are readily available to any authorized SBBC representative during the term of this contract.
  
  - E. All correspondence, records, vouchers and books of account related to work performed or money expended under this contract will be open to inspection by an authorized SBBC representative during the contract period and for a period of two years after contract termination.

VENDOR NAME: \_\_\_\_\_  
KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**

4. **SCHEDULING:**

- A. Work schedules include shift work during a 24 hour period and include weekends and public holidays. Schedule requirements for guards will be determined by SBBC in accordance with operational needs. Unless otherwise specified, post coverage will be continuous for the required hours. Awardee(s) will be responsible to provide and cover their employee breaks, including lunches, rest periods, personal needs, etc.
- B. Working hours of security personnel will be scheduled in such manner that shift changes do not correspond, conflict or interfere in any way with normal SBBC operations or work schedules. The intent is to minimize confusion while maximizing security coverage at high peak departure and entry times by SBBC staff.
- C. Awardee(s) will provide continued, uninterrupted services under all conditions, to include, but not limited to the threat of a strike or the actuality of a strike, adverse weather conditions or related emergencies. SBBC reserves the right to take any action necessary to ensure that SBBC property, personnel and assets are protected.
- D. No security personnel will provide more than 12 hours of service in a 24 hour period. This limitation may be waived by the site representative in emergency situations which are beyond the control of both the awardee(s) and SBBC, e.g. weather conditions preventing the next shift from getting to the facility. A waiver must be obtained for each occurrence. Awardee(s) must keep a log of date, time and the SBBC representative authorizing the shift extension.

5. **EQUIPMENT:** As mutually agreed upon between the awardee(s) and SBBC, the awardee(s) will provide and maintain equipment, materials and supplies including, but not limited to, the following:

- A. The awardee(s) will provide serviceable uniforms of the type and style appropriate for the local weather conditions (specifically includes rain and inclement weather) and other related personal equipment. All uniforms are to be well fitted and of the same color and style for all personnel and shall be furnished in sufficient quantities to ensure a neat, clean appearance at all times. If approved by the SBBC site representative, modified uniforms may be worn to facilitate operational duties or special occasions. The uniforms will be marked distinctly with a company identification patch. Full weather gear (raincoat, rubber boots, hats, etc.) will be issued as personal gear for each guard, not by post assignment. Each guard will have his/her individual license in his/her possession while performing work for SBBC and be able to produce same upon request by the SBBC site representative.
- B. The awardee(s) will provide an adequate supply of flashlights and batteries for security personnel.

VENDOR NAME: \_\_\_\_\_  
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The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**

5. **EQUIPMENT (Continued):**

- C. The awardee(s) will supply electric communication devices for all security staff. Electronic communication must be strong and clear at all times. Multiple chargers for the phones or electronic communication devices and all related equipment must also be provided. These phones or electronic communication devices will have sufficient range to ensure contact between all security personnel wherever located at the site and with the awardee(s)' home base. The electronic communication system supplied by the awardee(s) will be evaluated by SBBC technicians prior to awardee(s)' staff beginning work at any SBBC locations. Should the system be judged inadequate to provide the necessary communications, the awardee(s) will be required to provide an electronic communications system which is acceptable to SBBC.
- D. The awardee(s) will provide all forms, pencils, pens and miscellaneous office supplies needed for the performance of this contract.
- E. The awardee(s)' supervisory staff will ensure that guards make rounds and perform all tasks as required by SBBC.
- F. The use of a licensed motor vehicle or off-street motorized cart will be reimbursed by SBBC for the ACTUAL time being used, not for the period of the employees' shift.
- G. Any property furnished by SBBC under the terms of this contract will remain the property of SBBC. Upon termination of the contract, the awardee(s) will provide an accounting of all property which has come into the awardee(s)' possession. Awardee(s) will be responsible to return or replace all SBBC equipment immediately upon contract expiration. An inventory of this property will be maintained by the SBBC site representative.
- H. SBBC property will be used only for the performance of the security services contract. This property is not for personal use.
- I. All unauthorized telephone calls made by employees of the awardee(s), will be billed to the awardee(s).
- J. Awardee(s) will be billed at actual cost to SBBC for any equipment furnished by SBBC which the awardee(s) is required to provide, but has failed to furnish.
- K. All equipment utilized by the awardee(s) in the execution of this contract will be maintained by the awardee(s). SBBC will provide a storage/parking area with electrical outlets for off-street electrical carts. Awardee(s) will supply all charger equipment; this equipment must meet existing codes. Electric carts must have the capacity to handle transportation requirements for the duration of each shift.

VENDOR NAME: \_\_\_\_\_  
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The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**

6. **OVERTIME RATES AND VEHICLE COMPENSATION:**

- A. Overtime rates will be paid (time and one-half) for the following legal holidays:
- |                           |                       |
|---------------------------|-----------------------|
| New Year's Eve and Day    | Labor Day             |
| Memorial Day              | Thanksgiving Day      |
| Independence Day (July 4) | Christmas Eve and Day |

- b. Special equipment will be compensated, while in use, at the following hourly rates. These charges need to be invoiced separately from the hourly rate for the security personnel.
- |                                  |                 |
|----------------------------------|-----------------|
| Use of licensed motor vehicle    | \$2.00 per hour |
| Use of off-street motorized cart | \$1.00 per hour |
- The awardee(s) will not be compensated for carts when they are being charged.

7. **SECURITY GUARD GENERAL RESPONSIBILITIES:** Security guard personnel will be responsible for the following general responsibilities as well as enforcing the specific site guidelines:

- A. Controlling pedestrian traffic entering and departing the facilities.
- B. Enforcing a personnel identification system by checking identification badges and/or vehicle parking decal permits, if applicable and preventing entry of any unauthorized persons and/or vehicles into the facility.
- C. Accounting for and controlling records, e.g. entry and departure logs on employees, visitors and vendors.
- D. Protecting and safeguarding materials, data, equipment and property of SBBC against loss, theft or damage.
- E. Providing reports which detail to the security personnel's supervisor verbally and in writing, all unusual situations and circumstances.
- F. Responding to alarms, suspicious activities, fires, injuries, security incidents or any emergency situations.
- G. Participating in the initial incident investigations and submitting appropriate detailed reports to SBBC.
- H. Performing any other duties or functions not specifically outlined or set forth above but which are identified as falling within the scope and realm of a security guard's responsibilities.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6. BID SPECIFICATIONS (Continued)**

8. **SECURITY GUARD ADDITIONAL RESPONSIBILITIES- PATROL GUARDS:** Security guards who are assigned as patrols or roving posts will have the following additional responsibilities:
- A. Patrolling on foot within the facility and checking designated areas, rooms, materials, equipment, etc.
  - B. Deterring intruders, and making rounds as required, at times designated. It is necessary that security equipment (fencing, locks, alarms, intrusion devices, etc.) be checked during tours of duty to assure that this equipment has not been tampered with, removed, destroyed, cut, broken or found to be defective in any way.
  - C. Conducting initial investigations into any unusual incidents or occurrences uncovered during a tour of duty and, without undue delay, notifying the SBBC site representative or his/her designee, SBBC SIU, and submitting a detailed report to security personnel's supervisor with a copy of the report to the District contract administrator.
  - D. Operating a vehicle supplied by the awardee(s) when required.
9. **FIREARMS:** At no time may ANY FIREARM be brought on SBBC property.
10. **COMMUNICATION SKILLS:** A minimum competency in the English language is essential to permit discussion of SBBC's concerns and requirements as well as understanding vital instructions in emergency and non-emergency situations. Awardee(s) should have staff available, as needed, to sufficiently read to write the English language.
11. **VIOLATIONS AND FINES:** Fines may be imposed on the awardee(s) for violations by its personnel as noted. Notice of a violation and the intent to impose a fine will be given to the awardee(s) by sending a copy of the SBBC site representative's report promptly after the site representative submits it. This allows the awardee(s) time to bring any special situations or extenuating circumstances to the site representative and contract administrator's attention. All fines will be assessed by the SBBC contract administrator, whose decisions are final. Fines will be \$100.00 per infraction. Repeated violations of any type at the same location will be taken as proof that the awardee(s) cannot adequately provide services to that location. A continuing pattern of frequent violations at multiple sites will likewise be taken as proof that the awardee(s) may be incapable of performing in accordance with bid requirements. The awardee(s) may then be defaulted at the sole discretion of SBBC within 30 days of notification. Violations include, but are not limited to, those listed below:
- A. **Management/Administrative Violations**
    - a. Guards not properly equipped
    - b. No operative electronic communications device
    - c. Inoperative vehicle or no vehicle
    - d. Inadequate literacy
    - e. Improper licensure
    - f. Inadequate training
    - g. Lack of contract supervision
    - h. Excessive hours of duty (not approved in advance by an SBBC representative)
    - i. Reassigning a previously suspended guard to an SBBC location
    - j. Failure to provide required logs

VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**

11. **VIOLATIONS AND FINES (Continued):**

B. **Guard Violations**

- a. Late for duty
- b. Inappropriate behavior (e.g. lounging, inattention, rudeness to staff, visitors, etc.)
- c. Sleeping on duty (will result in removal from post)
- d. Failing to make a report
- e. Improper rounds
- f. Failing to follow post orders
- g. Abandoning post
- h. Improper or badly soiled uniforms
- i. Violations of local, state or federal laws, regulations or ordinances
- j. Acts of theft or vandalism
- k. Failure to adhere to SBBC policies, procedures and location guidelines
- l. Inability to adequately communicate in English

12. **DISCIPLINARY ACTION:**

- A. All guard personnel performing work as a result of this contract will be considered the awardee(s)' employees under its administrative control and supervision. Disciplinary action, if necessary, is the responsibility of the awardee(s) and will be reported to the SBBC site representative in writing.
- B. If for any reason, any security personnel working at an SBBC location are terminated, the SBBC site representative must be notified in writing.

VENDOR NAME: \_\_\_\_\_

KL/lc

The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 7, ATTACHMENT 1**  
**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST**

In accordance with General Condition #11, all bidders must disclose with their bid the name of any officer, director, agent, or employee who has a material interest or other potential conflict of interest in the bidder's firm who is also an employee of The School Board of Broward County, Florida. Disclosure of such potential conflict does not necessarily disqualify bidder from participation. Under current statutes, employees are responsible for disclosure and subject to penalties as defined by law.

| Name of Employee | SBBC Title or Position | Type of Interest in Company |
|------------------|------------------------|-----------------------------|
| _____            | _____                  | _____                       |
| _____            | _____                  | _____                       |
| _____            | _____                  | _____                       |
| _____            | _____                  | _____                       |
| _____            | _____                  | _____                       |
| _____            | _____                  | _____                       |
| _____            | _____                  | _____                       |

I hereby affirm that all known persons who are employed by SBBC and who have a material interest or other potential conflict of interest in this company have been identified.

|                                |                           |
|--------------------------------|---------------------------|
| _____<br>Signature             | _____<br>Company Name     |
| _____<br>Name of Official      | _____<br>Business Address |
| _____<br>City, State, Zip Code |                           |

11/22/05

VENDOR NAME: \_\_\_\_\_  
KL/lc

**SECTION 7, ATTACHMENT 2  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to The School Board of Broward County, Florida,

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a 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.
2. Informed employees about the dangers of drug abuse in the workplace, the business' 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.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified 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 days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally Known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

FORM: #4530  
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VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida  
**SECURITY GUARD SERVICES**

**SECTION 7, ATTACHMENT 3**

**INSURANCE REQUIREMENTS**

Proof of the following insurance will be furnished by the awardee to the Board by Certificate of Insurance. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy including Products Liability. Include the Bid Number on the Certificate.**

- A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- B. Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- C. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this bid, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide SBBC Supply Management and Logistics Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with General Condition 5.

See also General Conditions 12 and 20.

VENDOR NAME: \_\_\_\_\_

KL/lc

**SECTION 8, STATEMENT OF "NO" BID**

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The School Board of Broward County, Florida  
Supply Management and Logistics Department  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids and RFPs.

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

| √ | Reasons for "NO" Bid:   |
|---|---|
|   | Unable to comply with product or service specifications.            |
|   | Unable to comply with scope of work.                                |
|   | Unable to quote on all items in the group.                          |
|   | Insufficient time to respond to the Invitation to Bid.              |
|   | Unable to hold prices firm through the term of the contract period. |
|   | Our schedule would not permit us to perform.                        |
|   | Unable to meet delivery requirements.                               |
|   | Unable to meet bond requirements.                                   |
|   | Unable to meet insurance requirements.                              |
|   | Other (Specify below)   |

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

VENDOR NAME: \_\_\_\_\_

KL/lc