



BIDDER QUALIFICATION FORM

BID NO. _____

BID TITLE _____

Direct all inquiries to Procurement Management Services.

BUYER NAME: _____

E-MAIL ADDRESS: _____

PHONE: (305) _____

FAX NUMBER: _____

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on _____ in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for _____ days after opening. (Refer to Instructions to Bidders, para. IV.B.)

The submission of the bid by the vendor, acceptance and award of the bid by The School Board of Miami-Dade County, Florida, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued.

I. BIDDER CERTIFICATION AND IDENTIFICATION

- A. 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, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.
- B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES NO

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond Check (Cashier's, Certified, or equal)

An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink, do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **Fax No.** _____

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at <http://www2.dadeschools.net/schoolboard/rules/>.

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

1. PERFORMANCE SECURITY shall not be submitted with the bid. The form of performance security the bidder will submit, when required to do so, must be furnished.

2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. INSTRUCTIONS TO BIDDERS. Defines conditions of the bid.

1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

2. FOR M/WBE designated bids. The **SPECIAL CONDITIONS-Minority/Women** owned and controlled Business Participation Statement and the M/WBE Certification Application **MUST** be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. BID PROPOSAL FORM. Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. ITEM SPECIFICATION. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. *Packaging*.

2. PRICES are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

3. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases 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 Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

C. PLACE, DATE AND HOUR. Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute. 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 for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

- 1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
- 2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

E. PURCHASE ORDERS mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Section VI. F.

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

G. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B + or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami- Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

- 1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment

VIII. SAMPLES

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. SUBSTITUTIONS

Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. PACKAGING

A. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made;

otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) Of Item(S) Contained
4. Item Number(S) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and

Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

XVII. COMPLIANCE WITH LAWS - Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo

identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

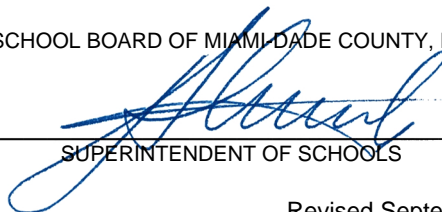
XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT SERVICES
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: _____
BID TITLE: _____
BID OPENING DATE: _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.

We cannot meet the specifications nor provide an alternate equal product.

Our company is simply not interested in bidding at this time.

OTHER, (Please specify) _____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature _____

Title _____

Company _____

NOTE: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

Vendor Information Sheet



1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____ Street Address

_____ City State Zip Code

2. Telephone/Fax/Contact Person

_____ Telephone number

_____ Fax number

_____ Contact Person

_____ E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief **officer**, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. **Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.** Vendor applications can be downloaded at: <http://procurement.dadeschools.net>

FORM7-1/98

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid #034-JJ01

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- (b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1500 Biscayne Boulevard, Suite 127
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries regarding these requirements should be directed to Mrs. La-Chane Faison at 305-995-7133.

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ARMED AND UNARMED SECURITY GUARDS CONTRACT

SPECIAL CONDITIONS:

1. **PURPOSE:** 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 two (2) years from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee(s), be extended for three (3) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services, may if considering to extend, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee(s) will be notified when the Board has acted upon the recommendation. The successful vendor(s) agrees to this condition by signing it's bid.
2. **AWARD:** This bid may be awarded by Group to a Primary Vendor (lowest responsive bidder), a First Alternate Vendor (second lowest responsive bidder), and a Second Alternate (third lowest responsive bidder). Vendor must bid all items in a Group. The Primary vendor shall assume responsibilities for the services. In the event that the awarded vendor is unable to perform, M-DCPS reserves the right, at its sole discretion, to assign work to the First, and Second Alternate, consecutively according to board award. The First or Second Alternate must accept the award and submit their decision in writing, within 5 days, to the School Board of Miami-Dade County, Florida. Vendors who fail to accept an award will be considered for Default as specified in Instruction to Bidders Section VI, Item F, and Default. Alternate vendor's who accept awards; their prices must remain the same as originally bid and throughout the duration of the contract.
3. **ESTIMATED QUANTITIES:** The estimated quantities (hours) provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities (hours) that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements. Please note that the total hourly utilization for a twelve month period, plus ten percent has been weighted equally to all groups.
4. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being considered for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
5. **MINIMUM ELIGIBILITY CRITERIA:** At time of bidding, vendors must have at least 300 hours per week of armed security guard level A and B and maintained, for 2 years prior to submission of bid. This must be proven with supportive documentation. It is the responsibility of the contractor to supply requested documentation (please submit with bid), or within three working days of notification. Failure to provide requested documentation may result in the bidder not being considered for the bid award. In addition vendors must meet all license requirements stated in Special Conditions Items 7, Licenses and all specification requirements of contract.
6. **EVIDENCE OF SATISFACTORY PERFORMANCE IN LOCATIONS OF SIMILAR USAGE VIA REFERENCES OR EVALUATION OF PAST WORK:** Submit three letters of recommendation; with bid from three firms you have supplied Armed Security Guard Services to within the past three years. Failure to provide required documentation with the bid or within three days of request may result in bidder not being considered for the bid award.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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ARMED AND UNARMED SECURITY GUARDS CONTRACT

7. **LICENSES:** Copies of the following licenses, which must be current, are to be submitted with this bid. Failure to do so may result in the bidder not being considered for the bid award.

State of Florida License "B" for Security Agency,
 "MB" Manager of a Security Agency
 "D" Security Officer, (If classified by company as Armed Guard then a copy of the Class "G" Firearms Permit must be included)
 Miami-Dade County Occupational License

8. **BID ADDENDUMS:** All bidders should monitor continuously, the M-DCPS, Procurement website, for any addendums that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, and award information, is as follows: <http://procurement.dadeschools.net>, (click on) *Bid Solicitation*. **Deadline for Questions and Answers shall be December 19, 2008.**
9. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at, <http://procurement.dadeschools.net/>
10. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award. **Please make sure a current updated copy of your organization's occupational licensure is included in your response.**

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID PROPOSAL FORM (FORMAT A) TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

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ARMED AND UNARMED SECURITY GUARDS CONTRACT

11. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

12. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

Mr. James Williams
Procurement Management
Fax #305-523-4997
E-mail: Jwilliams10@dadeschools.net

A copy of this written request must be sent simultaneously to:

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2nd Avenue, Room 268B
Miami, Florida 33132
Fax #305-995-1448
E-mail: martinez@dadeschools.net

Deadline for Questions and Answers, will be December 19, 2008.

13. **NON- EXCLUSIVITY:** M-DCPS reserves the right to procure items herein described through the use of contracts awarded by the State of Florida, any county or municipality, or other authorized contract, whichever is considered in the best interest of M-DCPS.

14. **EXTENSION PRICING:** When extending this contract, M-DCPS may consider an adjustment to price based on the latest consumer price index, not to exceed 5% per item. Bidders must provide all requests for price adjustments, and submit all price changes in writing to Procurement Management Services, with substantial documentation, to support their request.

ARMED AND UNARMED SECURITY GUARD SPECIFICATIONS

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID 034-JJ01

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GENERAL SPECIFICATIONS

1.0 Scope

The following are minimum standards and specifications required by Miami-Dade County Public Schools armed and unarmed security guard services to be provided by a private company or agency.

2.0 Definitions

- 2.1 M-DCPS shall mean Miami-Dade County Public Schools.
- 2.2 Contractor shall mean the successful bidder and their representative/officers, directors, agents or employees who shall at all times perform the services described herein as an independent contractor and not as an agent or employee of M-DCPS.
- 2.3 Contract shall mean the agreement between M-DCPS and the contractor to include the M-DCPS purchase order and possible change orders thereto.
- 2.4 M-DCPS representatives shall be as follows:
Contract Administrator: A representative from M-DCPS (Miami-Dade County Public Schools Police).
Site Representative: A M-DCPS employee appointed at each location to monitor the day-to-day implementation of contract.

3.0 Security Procedures & Guidelines

M-DCPS procedures and guidelines related to security force operations are established and enclosed within. Prospective contractors shall review these procedures prior to submitting a bid.

4.0 Minimum Eligibility Criteria

Pre-award inspection of the Contractor's facility may be made to verify compliance with the conditions of this contract.

- 4.1 The Division of Procurement Management will appoint an evaluation team. The main users of these Security Services will be represented on this team.
- 4.2 Contractors bidding must presently employ, at time of bidding, at least 300 hours per week of the level of armed security guard level A and B (6.2 A and B) and must have maintained this level during the 2 years immediately prior to submission of bid. This must be proven with payroll records, copies of Federal withholding tax statements, signed contracts, and/or letters from present users of this service. It is the responsibility of the contractor to supply requested documentation, within three working days of notification. Failure to provide requested documentation will result in the contractor not being recommended for bid award.

5.0 General Requirements and Conditions

- 5.1 The contractor agrees that the security services covered by the contract shall be performed by qualified, careful and efficient armed and unarmed guards in strictest conformity with accepted security practice and standards. The contractor shall provide a required number of security guard personnel as specified in Appendix "A". Such personnel shall be in compliance with Federal, State and Local Laws.
- 5.2 Contractor must be fully licensed by the State of Florida and Miami-Dade County for the provision of, at minimum, armed and unarmed security personnel as specified in this bid. Licenses will include but will not be limited to Agency license, manager license, individual armed and unarmed guard license and occupational license.
- 5.3 The contractor shall be responsible for promptly obtaining all necessary permits, licenses, and/or registration cards in compliance with all applicable federal, state, and municipal statutes.
- 5.4 In performing their duties, security force personnel shall adhere to the M-DCPS policies, procedures, and specific guidelines established for each location.
- 5.5 The contractor shall designate a representative upon award of bid, who shall receive instructions from the site M-DCPS representative or his/her designated representative regarding security operational requirements of each location.
- 5.6 The contractor shall maintain a Miami-Dade County office with supervisory personnel reachable by telephone, on a 24-hour basis; **beepers, answering machines, answering services and voice mail are prohibited. Failure to comply with these requirements may be grounds for default of this contract.**
- 5.7 All persons performing work hereunder shall be recognized as contractor employee under its administrative control and supervision. Disciplinary action, if necessary, is the responsibility of the contractor and shall be reported to M-DCPS site representative in writing.
- 5.8 M-DCPS reserves the right to inspect fully, without prior notice, all phases of contractor services included in these specifications.
- 5.9 The contractor shall furnish all labor, uniforms and related hardware and equipment as specified in Appendix "A".
- 5.10 Certain activities of the contractor may involve access to and knowledge of M-DCPS proprietary information. Contractor employees shall not disclose this information, unless prior written authorization is obtained from the site/M-DCPS representative and shall be used only for implementation of this contract. The contractor shall require its employee to sign a statement of non-disclosure.

- 5.11 Contractor shall provide, prior to award of contract, an organizational chart, which will be in place to support this contract. This chart will detail by position, the employee name, and their scope of responsibility and their phone numbers. Chart will also be provided to major users of the contract.
- 5.12 Contractor shall 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, a disaster, or other emergency situations, at the agreed upon hourly contractual rate. M-DCPS reserves the right to take any action necessary to ensure that the security forces are fully staffed in order to protect M-DCPS property, personnel, and assets. This may include contractual arrangements with vendors on M-DCPS current contract, and others contractors for the purpose of obtaining additional resources in the event that the contractor cannot perform, or if contracts are not in place by required date. If such arrangements are deemed necessary, then the contractor may, at the sole discretion of M-DCPS, be terminated, and any cost incurred by M-DCPS may be withheld from funds due to the contractor.
- 5.13 Subcontracting
- 5.13.1 Contractor may subcontract these services, specified herein, with another security guard services company. However, any subcontract hereunder entered into shall meet all contract conditions and specifications.
- 5.13.2 Contractor will be required to assume full responsibility for all services provided under this contract whether or not he performs them. Furthermore, M-DCPS will consider the contractor to be the sole point of contact with regard to all contractual matters.
- 5.14 Assumption of security responsibility shall mean that the contractor accepts responsibility for custody of any M-DCPS property, site, building, and/or plant, and that any losses due to theft or vandalism shall be reimbursed to M-DCPS and shall be withheld from the contractor's monthly billing, in addition to insurance reimbursements up to the total amount of the loss.
- 5.15 The contractor shall ensure that all security personnel, provide in accordance with these specifications, are alert and capable of performing there assigned duties. All security personnel shall be neat and clean in their appearance. Individuals employed by the contractor must demonstrate the ability to verbally communicate effectively in English with those persons with whom they come in contact. In the event that an employee is unable to effectively communicate in English, M-DCPS may request that said employee be replaced immediately.
- 5.16 The contractor shall maintain accurate, detailed and complete records of all hours to include billable and non-billable hours (hours worked by contractor employees not billed to M-DCPS). The contractor shall provide a list of personnel to be assigned to the M-DCPS site representative responsible for initiating purchase requisitions and payment of invoices.

- 5.16.1 Contractor shall provide seven (7) day guardsman clock with tapes and at least one (1) key station, not to exceed five (5) key stations shall be mandatory, at all M-DCPS locations (exceptions must be approved by each location) to provide an audible time record to the satisfaction of M-DCPS. The cost must be included in the hourly rate submitted on the bid proposal form. Invoices submitted must have guard time clock report that includes date, time and name of location; security guard log sheets and payroll documents attached for verification of days and hours service was performed.
- 5.16.2 All time records are to be kept at specified site locations. M-DCPS time clocks shall be used by contractor employees where available. **Detailed logbooks will be maintained and kept at specified site locations.**
- 5.17 The contractor shall keep the M-DCPS site representative fully apprised of all activities of the security force, such as incidents or irregularities, which come to the attention of the security force, including any incidents or activities of the guards or themselves, which, relate to and affect the efficient operation of the security force and/or the overall security program.
- 5.18 The contractor shall develop detailed Post orders for each M-DCPS site, based on the operational needs of the site and the input of the M-DCPS site representative. Post orders shall be published and distributed to the security force and the M-DCPS site representative. The M-DCPS site representative prior to publication must approve post orders.
- 5.19 Work hereunder requires contractor employees to have on their person photo identification at all times. M-DCPS reserves the right to verify a guard's identity and required credentials (Section 8.4) upon that guard reporting to work. **If for any reason, any contractor employee is terminated, M-DCPS site representative shall be immediately advised in writing.**
- 5.20 Radio communication will be strong and clear at all times. M-DCPS radio technicians prior to the award of the contract shall evaluate radio communications system. Should the system be judged inadequate to provide the contractual service specified within (Section 10.9) and the contractor is unable or unwilling to make changes deemed necessary by M-DCPS, the bid may be rejected.
- 5.21 The contractor shall schedule working hours of security personnel in such a manner that shift changes do not correspond, conflict or interfere in any way with normal M-DCPS operations and/or work schedules to minimize confusion while maximizing security coverage/controls at high peak departure/entry times by M-DCPS personnel.
- 5.22 Work schedules include shift work during a 24-hour period, and include weekends and public holidays. Schedule requirements for guards will be determined by M-DCPS in accordance with operational needs. Unless otherwise specified, post coverage will be continuous for the required hours. The contractor will be responsible to provide and cover their employee's breaks, including lunches, rest period, personal needs, etc. Contractor's supervisory personnel will make random unannounced inspections of various shifts. The contractor shall

not assign additional duties or functions outside of the scope of this contract to guards on duty who are designated to the security force established by this contract.

- 5.23 M-DCPS, in order to comply with changing security requirements, shall have the prerogative to increase or decrease its stated requirements for the number of security personnel, location and/or hours from time to time at the contract rate.
- 5.24 No employee of the contract shall provide more than (12) hours of service in any twenty-four (24) hour period. This limitation may be waived by the site representative in emergency situations, which are beyond the control of the contractor, e.g. weather conditions preventing the next shift from getting to the facility. A waiver must be obtained for each and every occurrence. The contractor must keep a log of date, time and person granting the permission.
- 5.25 While emergencies occur from time to time, and they need immediate attention, M-DCPS will make every effort to give the contractor as much notice as possible, a minimum of 48 hours under normal circumstances. If it is not possible to give this much advance notice, M-DCPS will pay overtime coverage (1 ½ times the normal billing rate) not to exceed 8 hours. In consideration of this emergency overtime coverage, the Contractor is absolutely obligated to provide a guard within 6 hours notice.
- 5.26 This contract shall commence within 30 days of the award date by the School Board unless otherwise stipulated in the notification of award, which will be sent to the vendor(s).
- 5.27 Fines may be imposed on the contractor for violations by its personnel by deducting the amount of the fine from a subsequent invoice for that location. **Notice of a violation, and the intent to impose a fine shall be given to the contractor by sending a copy of the site representative's report promptly after the site representative submits it. A response must be submitted in writing of corrective action taken in regards to violation. This allows the contractor time to bring any extenuating circumstances to the site and contract administrator's attention. The M-DCPS contract administrator, whose decisions are final, assesses all fines.**

Violations that may result in a fine include but are not limited to those listed below. Fine shall be \$100.00 per infraction.

Management/Administrative Violations

- 1. Not Properly Equipped
- 2. No Radio or Inoperative Radio
- 3. Inoperative Vehicle or No Vehicle
- 4. No revolver
- 5. Inadequate Literacy in English
- 6. Improper Licensure
- 7. Inadequate Training

8. Lack of Contract Supervision
9. Excessive Hours on Duty (Not approved in advance by the Contract Administrator)
10. Reassigning to post any guard previously suspended from duty by the Contract Administrator

Guard Violations

1. Late For Duty
2. Inappropriate Behavior (reading, lounging, inattention, etc.)
3. Sleeping On Duty (may result in removal from post)
4. Failing To Make A Report promptly
5. Improper Clock Rounds
6. Failing To Follow Post Orders
7. Abandoning Post
8. Improper or Badly Soiled Uniforms
9. Violations of local, state, or federal laws, regulations, or ordinances
10. Acts of theft or vandalism
11. Failure to adhere to M-DCPS policies, procedures and locations guidelines
12. Inadequate Literacy in English

Repeated violations of any type at the same location will be taken as proof that the contractor cannot properly handle that location; a continuing pattern of frequent violations at multiple sites will likewise be taken as proof of a general incapacity on the part of the contractor to perform in accordance with contract requirements. The contractor may then be placed on probation, or the contract may be terminated at the sole discretion of M-DCPS.

6.0 Security Officer's Responsibilities

- 6.1 Security Force members will be charged with the following general responsibilities as well as enforcing the specific site guidelines.
 - 6.1.1 Controlling pedestrian traffic entering and departing the facility (ies).
 - 6.1.2 Enforcing a personnel identification system i.e., movement restrictions of persons associated therewith by:
 - 6.1.2.1 Checking identification badges and/or vehicle parking decal permits.
 - 6.1.2.2 Preventing entry of any unauthorized persons and/or vehicles into the facility.
 - 6.1.3 Accounting for and controlling of records, e.g., entry and departure log on employees, visitors, and vendors as assigned.
 - 6.1.4 Protecting and safeguarding materials, data, equipment and property of M-DCPS against loss, theft, or damage.

- 6.15 Reporting in detail to employee's supervisor verbally and in writing, in a prescribed manner, all unusual situations and circumstances.
- 6.16 Responding to alarms, to include reporting and sounding appropriate alarms for any fire or disorder, suspicious activities, injuries, security incidents or any emergency situations.
- 6.17 Conducting and/or undertaking initial incident investigations and submitting appropriate detailed reports to M-DCPS without undue delay.
- 6.18 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 officer's responsibilities.
- 6.19 Protecting M-DCPS vehicles on each site's premises from vandalism and thefts.
- 6.20 Security officers assigned or designated as patrols or roving posts will have the following additional responsibilities:
 - 6.20.1 Patrolling on foot within the facility and checking designated areas, rooms, materials, and equipment.
 - 6.20.2 Foot patrols and roving posts shall be responsible for deterring intruders, punching time clock station(s) as required. Checking security equipment (fencing, locks, alarms, intrusion devices) during tours of duty to assure that this equipment has not been tampered with, removed, destroyed, cut broken and/or found to be defective in any way.
 - 6.20.3 Conducting initial investigations into any unusual incidents or occurrences uncovered during a tour of duty and shall, without undue delay, notify the M-DCPS representative or its designee, the M-DCPS police, and submit a detailed report to employee's supervisor with copy of report to district contract administrator.
 - 6.20.4 Assisting with traffic control on M-DCPS property as warranted and/or directed by M-DCPS. (3 hours minimum)
 - 6.20.5 Operating a contractor-owned motor vehicle where required.

7.0 Personnel Selection Criteria

7.1 All security personnel employed under this contact, as armed and unarmed guards are required to meet minimum industry standards listed below. **All requirements shall be evidenced in their personnel files.** (Medical records may be kept separate and produced upon request.)

7.2 A. Armed Security Guard Level A

1. Former law enforcement experience, retired career military, military elite forces, police academy training.
2. Criminal Justice Degree or equivalent Police Academy training
3. Drug screening test
4. State of Florida ("D" Guard License) must be valid
5. State of Florida Statewide Firearm Permit (G License) must be valid

B. Armed Security Guard Level B

1. Military or law enforcement experience: military reserves, National Guard, infantry, supply specialist, probation officer, correction counselor, auxiliary police cadet, peace officer, park ranger, etc.
2. Associate's Degree or High School Diploma (High School Affidavit if education not in USA)
3. Drug screening test
4. State of Florida ("D" Guard License) must be valid
5. State of Florida Statewide Firearm Permit (G License) must be valid

C. Unarmed Security Guard Level C

1. Some military, para-military, law enforcement or security experience
2. High School Diploma or GED (High School Affidavit if education not in USA)
3. Drug screening test
4. State of Florida ("D" Guard License) must be valid

7.3 Licensing by State of Florida. Contractor shall certify in writing, prior to award of contract, that all employees under this contract have valid Florida Armed Security Guard Licenses (D and G). Copies of licenses shall be produced when requested.

7.4 M-DCPS reserves the right to demand that the contractor relieve an employee from a duty assignment, and/or bar the employee from further service under this contract at the discretion of the site supervisor and the contract administrator. No further reason needs to be given.

8.0 Training Criteria

8.1 The contractor shall provide all training for all security officers. Training shall include site-specific orientation.

- 8.2 The contractor shall provide with this bid, a detailed copy of proposed training program. (See Appendix "C" for M-DCPS specifications.)

9.0 Records

- 9.1 All correspondence, records, vouchers and books of account insofar as work done or money expended under this contract is concerned, will be open to inspection, by an authorized M-DCPS representative, during the course of the contract and for a period of two (2) years after termination of the contract.
- 9.2 The contractor shall maintain accurate and complete records of personnel criteria, training criteria, and biographical data of all personnel affiliated with this contract. (See Appendix "B" for required documentation.)
- 9.3 All required documentation and personnel files should be readily available for inspection by any authorized M-DCPS representative, during the course of this contract. Failure to provide personnel documentation may be grounds for default of this contract.
- 9.4 Each guard must have their individual "D" and "G" license in their possession while performing work for M-DCPS, and if operating a vehicle, a valid driver's license, and produce same upon request from the M-DCPS site representative.

10.0 Equipment

- 10.1 As mutually agreed between M-DCPS and contractor, the contractor shall provide and maintain equipment, materials and supplies in accordance with this specification including, but not limited to, the following:
- 10.1.1 The contractor shall provide serviceable uniforms of the type and style dictated by local weather conditions (specifically, includes rain and cold weather) and other related personal equipment. Uniform expense shall be included in the hourly rate. 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 an exemplary appearance at all times. If approved by the M-DCPS representative, modified uniforms may be worn to facilitate operational duties. The uniforms shall be marked distinctly from those of local law enforcement agencies. Full weather gear (raincoat, rubber boots, hats, etc) shall be issued as personal gear for each guard, not by post assignment.
- 10.2 All property furnished by the M-DCPS under the contract resulting from the specification shall remain the property of M-DCPS. Upon termination of the contract, the contractor shall render an accounting of all such property, which has come into contractor possession and use under the contract. Contractor shall be responsible to return or replace all M-DCPS equipment immediately upon contract expiration. The site representative shall maintain an inventory of said property.

- 10.3 M-DCPS furnished property (including telephone) shall be used only for the performance of the contract. The contractor or its employees shall not use said property for the transaction of personal affairs.
- 10.4 The contractor shall be responsible for loss or damage of any equipment supplied by M-DCPS to the contractor.
- 10.5 M-DCPS supplied Security Force equipment shall not be taken off site except under conditions authorized in writing by the M-DCPS site representative.
- 10.6 The contractor shall be billed at actual cost by M-DCPS for equipment furnished by M-DCPS, which the contractor is required to provide but has failed to furnish.
- 10.7 The contractor shall provide an adequate supply of flashlights and batteries for its use.
- 10.8 The contractor shall provide all related forms, pencils, pens, and miscellaneous office supplies.
- 10.9 Radio/Communication Equipment
- Hand held radios/communication equipment will be furnished by the contractor to each guard and M-DCPS site representative, when required. The contractor will also provide multiple rechargers and all related equipment. The radio/communication equipment provided shall have sufficient range to ensure contact between all Security personnel and M-DCPS site representatives wherever located with the contractor's home base.
- 10.10 Contractor, if requested, is to supply guard time punch clocks, which produce printed report of time in/out, date and location at all M-DCPS site locations. Watch clocks shall be of an all weather type that can be used all the time.
- 10.11 The following equipment when required by M-DCPS shall be provided by the contractor. The contractor shall be compensated at the following rates based by M-DCPS requested use:
- A. Use of licensed motor vehicle - \$2.00 per hour.
 - B. Use of off-street motorized cart - \$.53 per hour.
 - C. The successful contractor(s) will not be compensated for cart(s) while they are being charged.
- 10.12 The successful contractor shall supply all charger equipment that is current with existing code. Electric cart(s) must have the capacity to handle transportation requirements for the duration of each shift.
- 10.13 All equipment utilized by the contractor in the execution of this contract shall be **supplied** and

maintained by the contractor.

11.0 Staffing Requirements

Only bonded, armed and unarmed, licensed and qualified security force officers shall be assigned to M-DCPS facilities.

11.1 Staffing levels anticipated at the beginning of this contract are subject to change; however, approximate staffing levels are listed in Appendix "A".

11.2 On M-DCPS approved holidays (list to be provided by M-DCPS site representative), all positions will be staffed for a twenty-four hour watch.

12.0 Wages, Incentives and Benefits

12.1 The contractor shall provide, upon request, the actual wage scale for each category of the security force.

13.0 Invoice Submittal

13.1 **Work Site Administrators:** All requisitions will be converted to purchase orders on a receipt basis. On- Line Receiving must take place within 48 hours of approved services. Contractor invoices for services shall be submitted to site representative, no later than seven (7) days after completion and acceptance of work. Invoice shall show the M-DCPS purchase order number; name and address of site location, and name of M-DCPS site representative; dates of performance, description of services, quantities, billing rates, and extended totals; and shall be substantiated with supporting documentation, i.e., guard clock tape report, guard logs, receipts, payroll sheets, or other similar items in sufficient detail to support the request for payment. Invoices must conform to the dates of service and types of guards requested on the purchase order. Under no circumstance shall the contractor change the hours or types of guards unless the M-DCPS site representative submits a requested in writing.

13.2 **Accounts Payable:** Vendors are responsible for dropping off copies of invoices only (no other documentation is needed), to Accounts Payable Department for processing for payment. **If the invoice cannot be verified, payment will be delayed.** All invoices shall be delivered to the appropriate on-site M-DCPS representative within (7) working days of services rendered. Invoices, which must be corrected, shall be resubmitted promptly.

13.3 **Separate Invoice:** submittals shall be made for special occasions as requested by the M-DCPS representative.

14.0 Special Contractual Aspects

14.1 M-DCPS may, at any time, terminate this contract, without cause, within thirty (30) calendar days after written notification. Payment for work done up to and including the termination date

shall constitute full satisfaction of all the contractor's or M-DCPS claims.

14.2 Renewal Pricing

When renewing this contract, M-DCPS may consider an adjustment to price based on the latest consumer price index, not to exceed 5% per item.

14.3 On direction of M-DCPS, the contractor shall be expected to adhere to any revision or applicable changes to license conditions as a condition of this contract Document.

APPENDIX "A"

LOCATIONS: GROUP I

I. GRATIGNY DRIVE (119TH ST) TO BROWARD COUNTY LINE

1. TRANSPORTATION (NORTH)
16050 NW 42 AVENUE
(3 OFF-STREET MOTORIZED CARTS)
2. MAINTENANCE AND OPERATIONS (CENTRAL)
12525 NW 28 AVENUE
(1 OFF-STREET MOTORIZED CART)
3. JOHN H. SCHEE TRANSPORTATION CENTER
2755 NW 122 STREET
4. FACILITIES AND SCHOOLS AS REQUIRED FOR FIRE WATCH SERVICES FOR ALL GROUPS.

II. EQUIPMENT

CLOCK
RADIO
REVOLVER

GROUP II

I. GRATIGNY DRIVE (119TH STREET) TO NW 54TH STREET

1. MAINTENANCE – NORTH CENTRAL
2780 NW 87 STREET
2. MAINTENANCE – PLANT OPERATIONS
1191 NW 73 STREET
3. TRANSPORTATION VEHICLE MAINTENANCE
2711 NW 95 TERRACE
4. NORTH WEST TRANSPORTATION
9900 NW OKEECHOBEE ROAD
5. NORTH EAST TRANSPORTATION
5901 NW 27 AVENUE

II. EQUIPMENT

RADIO/COMMUNICATION EQUIPMENT
REVOLVER
CLOCK

GROUP III:

I. NW 54TH STREET TO FLAGLER STREET

1. CENTRAL MAINTENANCE
2925 NW 41 STREET
2. SOUTH CENTRAL MAINTENANCE
2950 NW 43 TERRACE
3. CENTRAL WEST TRANSPORTATION
13775 NW 6TH STREET
4. SBAB ANNEX BUILDING
1500 BISCAYNE BOULEVARD
5. SBAB ANNEX GARAGE
6. AS REQUIRED

II. EQUIPMENT

RADIO/COMMUNICATION EQUIPMENT
REVOLVER
CLOCK

GROUP IV:

**I. SOUTH CENTRAL AREA OF THE DISTRICT COMPRISED OF THE ZONE
BETWEEN FLAGLER STREET AND CORAL WAY.**

I

**I. 1. TRANSPORTATION (CENTRAL EAST)
7009 SW 4TH STREET**

2. VARIOUS SCHOOLS IN THE SOUTH CENTRAL AREA AND OTHER AS REQUIRED

II. EQUIPMENT

RADIO/COMMUNICATION EQUIPMENT
REVOLVER
CLOCK

GROUP V:

I. CORAL WAY (SW 24TH STREET) TO MONROE COUNTY LINE

1. SOUTH SATELLITE MAINTENANCE
24600 SW 159 AVENUE
2. CORAL REEF SATELLITE MAINTENANCE
15301 SW 117 AVENUE
3. REDLAND VEHICLE TRANSPORTATION
24601 SW 160 AVENUE
4. TRANSPORTATION (MAIN OFFICE)
15401 SW 117 AVENUE
5. SW VEHICLE MAINTENANCE
11601 SW 160 STREET
6. SOUTH FLORIDA CITY TRANSPORTATION
660 SW 3 AVENUE
7. SOUTHWEST CENTER TRANSPORTATION
15501 SW 117 AVENUE
8. BIRD ROAD ANNEX
4300 S.W. 74TH AVENUE

APPENDIX "B"

REQUIRED DOCUMENTATION

Per specifications, Sections 7.0 through 8.2, documentation reflecting that security force requirements have been met shall be maintained and made readily available to M-DCPS for inspection by any authorized M-DCPS representative, during the course of this contract. Inspections will be performed periodically; failure to provide requested documentation may be grounds for default of this contract.

1. Proof of educational requirements stated in Section 7.0 Personnel Selection Criteria A, B, or C whichever applies.
2. Verification of training as outlined in lesson plans, including 24 hours of weapons training and certification.
3. Armed forces discharge papers, if applicable.
4. Documented proof certifying passing of a drug screening.
5. Documentation of a work permits, if not a U.S. citizen.
6. Copies of valid armed/unarmed security guard licenses (D and G) issued by the State of Florida.
7. If operating a vehicle for the purposes of this contract, a copy of valid driver's license.

APPENDIX "C"

TRAINING SPECIFICATIONS

M-DCPS recognizes that the contractor provides training to its Security force. To assist the contractor in preparing its security force to meet established prerequisites (as stated in paragraph 8.0 Training Criteria), the following listed subjects are found to best comply with the needs of M-DCPS:

1. Prevention of possible theft and vandalism.
2. Reporting of incidents.
3. Fire protection.
4. Reporting Emergencies.
5. Preparing of reports (report writing).
6. Uniform and appearance.
7. Security officer's legal power and limitations.
8. Conducting patrols.
9. Understanding post orders and regulations.
10. Personal identification.
11. Use of fire equipment.
12. Site specific orientation.
13. Firearms training.

Training of shift supervisors is to exceed established minimum requirements of security guard training. Training of shift supervisors should concentrate on supervision, training of security guards, public relations and administrative responsibilities in addition to in-depth on site familiarity.

CONTACT INFORMATION

24 HOUR DADE COUNTY TELEPHONE NUMBER
(BEEPER'S ANSWERING MACHINES AND ANSWERING SERVICES
ARE NOT ACCEPTABLE)

<u>NAME</u>	<u>TITLE</u>	<u>SHIFT</u>	<u>EMERGENCY CONTACT #</u>	<u>EMAIL ADDRESS</u>

Indicate type of radio/communication system in use by Agency:

The School Board of Miami Dade County, Florida
034-JJ01
Armed and Unarmed
Security Guards

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid # 034-JJ01
Title: Armed and Unarmed Security Guard
Buyer: James Williams

PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY	UNIT	PRICE PER UNIT
	All armed security guard services are to be furnished in accordance with the attached specifications and appendixes. Each Group(I,II,III,IV, and V) will be awarded as a Total Low to a Primary, 1st Alternate and 2nd Alternate.			
GROUP I: Items 1A, 1B, and 1C, will be awarded on a total low bid basis. Vendors must bid all items.				
GRATIGNY DRIVE (119TH STREET) TO BROWARD COUNTY LINE				
1A	Armed Security Guard - Level A (as per bid specifications)	3,993	Hours	
1B	Armed Security Guard - Level B (as per bid specifications)	23,935	Hours	
1C	Unarmed Security Guard (as per bid specifications)	11,967	Hours	
GROUP II: Items 2A, 2B, and 2C, will be awarded on a total low bid basis. Vendors must bid all items.				
GRATIGNY DRIVE (119TH STREET) TO 54TH STREET				
2A	Armed Security Guard - Level A (as per bid specifications)	3,993	Hours	
2B	Armed Security Guard - Level B (as per bid specifications)	23,935	Hours	
2C	Unarmed Security Guard (as per bid specifications)	11,967	Hours	
GROUP III: Items 3A, 3B, and 3C, will be awarded on a total low bid basis. Vendors must bid all items.				
NW 54TH STREET TO FLAGLER STREET				
3A	Armed Security Guard - Level A (as per bid specifications)	3,993	Hours	
3B	Armed Security Guard - Level B (as per bid specifications)	23,935	Hours	
3C	Unarmed Security Guard (as per bid specifications)	11,967	Hours	

The School Board of Miami Dade County, Florida
034-JJ01
Armed and Unarmed
Security Guards

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PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:

ITEM	DESCRIPTION OF ITEM	EST. QTY	UNIT	PRICE PER UNIT
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GROUP IV: Items 4A, 4B, and 4C, will be awarded on a total low bid basis. Vendors must bid all items.				
SOUTH CENTRAL AREA OF THE DISTRICT COMPRISED OF THE ZONE BETWEEN FLAGLER STREET AND CORAL WAY				
4A	Armed Security Guard - Level A (as per bid specifications)	3,993	Hours	
4B	Armed Security Guard - Level B (as per bid specifications)	23,935	Hours	
4C	Unarmed Security Guard (as per bid specifications)	11,967	Hours	
GROUP V: Items 5A, 5B, and 5C, will be awarded on a total low bid basis. Vendors must bid all items.				
CORAL WAY (SW 24TH STREET) TO MONROE COUNTY LINE				
5A	Armed Security Guard - Level A (as per bid specifications)	3,993	Hours	
5B	Armed Security Guard - Level B (as per bid specifications)	23,935	Hours	
5C	Unarmed Security Guard (as per bid specifications)	11,967	Hours	