



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
 SCHOOL BOARD ADMINISTRATION BUILDING
 1450 Northeast Second Avenue
 Miami, FL 33132

BIDDER QUALIFICATION FORM

BID NO. 067-EE01

BID TITLE Metal Detection Program

Direct all inquiries to Procurement Management Services:

BUYER NAME:
John Berry

E-MAIL ADDRESS: jberry2@dadeschools.net

PHONE: (305) (305) 995-2305

FAX NUMBER (305) 523-4997

TDD PHONE (305) 995-2400

Bids will be accepted until 2:00 PM on March 22, 2005 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 Bids may not be withdrawn for 150 days after opening.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. A. BIDDER CERTIFICATION AND IDENTIFICATION

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

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 and its members, officers and employees.

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

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII., and VI.

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. _____ **E-mail address** _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

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 6Gx13-9C-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 of the bid.

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

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.** 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. **BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

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 sent to all businesses solicited, via facsimile or mail, and bids or proposals 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. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. 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. All notice of 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., by filing a formal written protest within 10 days after filing the notice of protest. 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.

B. **NOTIFICATION OF INTENDED ACTION** will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

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

D. **PURCHASE ORDERS.** 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 Instructions to Bidders, Section VI. E.

E. **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.

F. 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. TYPE. 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. CONTAINER IDENTIFICATION. 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 directed payment to the bidder.

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 FEDERAL REGULATIONS

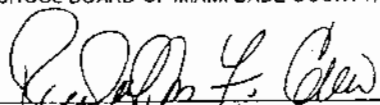
A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(f) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are 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.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM, OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

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

BID NO.: 067-EE01
BID TITLE: Metal Detection Program
BID OPENING DATE: March 22, 2005

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Bureau of Procurement and Materials Management

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>

FORM 7-198

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 #067-EE01

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 Ms. La-Chane Clark at 305- 995-7133.

BID	BUYER	PAGE
067-EE01	JOHN BERRY	SC 1
METAL DETECTION PROGRAM		

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, for Metal Detection Services. The term of the bid shall be for two years from date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee(s), be extended for **two** additional **one**-year periods and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may, if considering to renew, request a letter of intent to renew from the awardee(s), prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
2. **ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities 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 twelve (12) month period, and include an additional ten percent to cover unanticipated increases in requirements.
3. **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 recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
4. **REFERENCES:** Bidder is required to submit a list of three references from companies having a contract for metal detection services within the past two years. References must include name, address, contact person, phone, fax numbers and length of contract, in order to verify satisfactory performance. Failure to do so will result in the bidder not being considered for award. A record of unsatisfactory performance with references may result in the bidder not being considered for award.
5. **LICENSES:** Copies of the following licenses, which must be current, are requested to be submitted with this bid. Failure to do so may result in the bidder not being considered for award.

State of Florida License
 Miami-Dade County Occupational License
 State of Florida Security Agency Managers License

6. **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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (FORMAT A)

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
067-EE01	JOHN BERRY	SC 2

METAL DETECTION PROGRAM

that item(s).

7. **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*.
8. **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/>
9. **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.
10. **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. John Berry
Procurement Management
Fax #305-523-4997
E-mail: JBerry2@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

The School Board of Miami-Dade County, Florida
 Bid # 067-EE01. METAL DETECTION

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder.

Bid # 067-EE01

Title: METAL DETECTION

John Berry

PLEASE COMPLETE ALL SHADED AREAS

NAME OF BIDDER:

ITEM	DESCRIPTION	QTY.	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL #
	<p>WARRANTY, IF GREATER THAN ONE YEAR _____</p> <p>Before completing any portion of this bid, each bidder should be completely familiar with all conditions and specifications listed in this bid package.</p> <p>Items 1 through 3 are to be awarded on a total low bid basis. Vendors must bid all items. All services shall be furnished in accordance with the attached specifications. Please make special note of the acceptable billable hours as defined in the General Specifications, 12.0, entitled Invoice Submittal. All hours must be maintained on a worksheet as per the General Specifications, 8.5, entitled Records.</p>				
1	Supervisory Personnel	5135	Hour	\$	
2	Security Personnel	15,400	Hour	\$	
3	Use of portable, walk-through metal detector	44	Hour	\$	

BID NUMBER: 067-EE01

METAL DETECTION PROGRAM SPECIFICATIONS

MIAMI-DADE COUNTY PUBLIC SCHOOLS

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GENERAL SPECIFICATIONS

1.0 Scope

The contractor will provide support services for the detection of weapons in possession of students and visitors on the campuses or property of Miami-Dade County Public Schools to provide for a safe learning environment. The services will primarily be required at approximately 80 secondary schools. The student population at secondary schools ranges from approximately 12 to 21 years of age.

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 Police

Site Representative: A M-DCPS employee appointed at each location to monitor the services provided by this contract.

3.0 Security Procedures & Guidelines

Areas in which students are to be scanned will be identified on a random selection basis determined by the search team. The search team will contact the site representative upon arrival at the school. The site representative will accompany the team to the areas to be searched and remain with the team until the operation is completed. During the search process, each student in the room will be scanned with the hand-held metal detector and the team will visibly check all bookbags, handbags, and athletic bags. Male security personnel will search males and female security personnel will search females. Any weapons found will be turned over to the site representative for further action. Security personnel will, at all times, maintain sensitivity to the searched parties.

Upon request by the principal and approval of the contract administrator, during special events after school, such as dances or athletic events, on campus or another designated location, at which every person who enters the event or function is searched, hand held or portable walk-through metal detectors may be used.

M-DCPS procedures and guidelines related to search/seizure and metal detection are established via Board Rule and enclosed within. Prospective contractors shall review these procedures prior to submitting a bid.

4.0 General Requirements and Conditions

- 4.1** The contractor shall provide the required number of qualified, bonded and uniformed security personnel as specified in Section 10.0 Staffing Requirements. Such personnel shall be in compliance with Federal, State and Local Laws. All security personnel shall carry out their duties in a manner that conforms to standards of good practice within the private security service industry.
- 4.2** Contractor must be fully licensed by the State of Florida and Miami-Dade County for the provision of, at minimum, security personnel as specified in this bid. Licenses will include but will not be limited to Agency license, manager license and individual security officer licenses.
- 4.3** 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.
- 4.4** In performing their duties, security personnel shall adhere to the M-DCPS policies, procedures, and specific guidelines established for search and seizure as well as metal detection.
- 4.5** The contractor shall designate a liaison, upon award of bid, who shall receive instructions from the M-DCPS contract administrator, or his/her designated representative, regarding the service requirements for metal detection. There will be an orientation meeting prior to the initiation of service.
- 4.6** The contractor shall maintain a Miami-Dade County office with supervisor personnel reachable by telephone, on a 24-hour basis, and respond promptly.

- 4.7** All persons performing work hereunder shall be recognized as employees of the contractor and are under its administrative control and supervision. Disciplinary action, if necessary, is the responsibility of the contractor and shall be reported to M-DCPS contract administrator in writing.
- 4.8** M-DCPS reserves the right to inspect fully, without prior notice, all phases of contractor services included in these specifications.
- 4.9** The contractor shall furnish all labor and equipment necessary to comply with this contract.
- 4.10** M-DCPS reserves the right to take any action necessary to ensure that the Metal Detection Program needs are met in order to provide M-DCPS students and staff with a safe and more secure learning environment. This may include contractual arrangements with other contractors for the purpose of obtaining additional resources in the event that the contractor cannot perform, or if contracts are not in place by the 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 owed the contractor.
- 4.11** Subcontracting
- 4.11.1** Contractor may subcontract these services, specified herein, with another security firm. Any subcontract hereunder entered into must meet all contract conditions and specifications.
- 4.11.2** Contractor will be required to assume full responsibility for all services provided under this contract whether or not he subcontracts them. Furthermore, M-DCPS will consider the contractor to be the sole point of contact with regard to all contractual matters.
- 4.12** The contractor shall ensure that all security personnel, provided in accordance with these specifications, are alert and capable of performing their 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.
- 4.13** The contractor shall maintain accurate, detailed and complete records of all hours to include bill-able and non-billable hours (hours worked by contractor's employees not billed to M-DCPS).

- 4.14 The contractor's liaison shall keep the M-DCPS contract administrator fully apprised of all activities of the search teams, including any incidents or irregularities which come to the team's attention. This is to include any incidents or activities of the team members themselves that relate to an affect the efficient operation of and/or the overall Metal Detection Program.
- 4.15 Access to M-DCPS premises for the performance of work hereunder requires the contractor's employees to have photo identification on their person at all times. M-DCPS reserves the right to verify identity and required credentials (Section 8.4) upon the team's arrival at any site. If for any reason, any contractor's employee is terminated, M-DCPS contract administrator shall be immediately advised in writing.
- 4.16 The contractor shall schedule working hours of security personnel in such a manner that they do not conflict or interfere in any way with normal M-DCPS operations and/or work schedules.
- 4.17 The contractor shall not assign additional duties or functions outside of the scope of this contract to security personnel while they are performing the services established by this contract.
- 4.18 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/search teams, from time to time at the contract rate.
- 4.19 No employee of the contractor shall provide more than (12) hours of service in any twenty-four-- (24) hour period. The contract administrator, in emergency situations, may waive this limitation. The contractor must keep a log of date, time and person granting the permission.

5.0 Supervisory Responsibilities

- 5.1 Team supervisors will be charged with the following general responsibilities.
 - 5.1.1 Acting as the liaison between the search team and the site representative.
 - 5.1.2 Developing a strategy for the search procedures to be used at each location in accordance with current law and practice.

- 5.1.3 Once in place, announcing their intention to conduct a search of the area and the procedures that will be followed.
- 5.1.4 Insuring that the team maintains a professional disposition throughout the search and exercises great care in the consistent and unprejudiced execution of the search; will be ultimately responsible for the actions of each team member.
- 5.1.5 Maintaining and submitting all required documentation for services rendered, including a log of services (to document dates, times, locations, number of students scanned, type and number of weapons seized or other illegal contraband found on a daily basis, along with a monthly report of same).

6.0 Personnel Selection Criteria

- 6.1 All security personnel employed under this contract must have the requirements listed below evidenced in their personnel files. (Medical records may be kept separate and produced upon request.)
 - 1. Verification of Police/Military experience or Criminal Justice degree from an accredited institution.
 - 2. Results of FBI fingerprint check and criminal background investigation.
 - 3. Three letters of character reference and 5 year employee history, including evidence that letters and history have been verified.
 - 4. Verification of training as outlined in lesson plan developed to meet the requirements of Section 7.0 Training Criteria.
 - 5. Completion of MMPI II psychological evaluation with satisfactory results.
 - 6. Documented proof certifying passing of a physical examination and drug screening.
 - 7. Documentation of a work permit if employee is not a U.S. citizen.
 - 8. Copy of valid Security Officer (Class D) license issued by the State of Florida.

9. If operating a vehicle for the purposes of this contract, a copy of valid driver's license and a driver's license check.

All team supervisors shall have at minimum one year of experience in the use of metal detection equipment, and two years supervisory experience in a related field in addition to the above.

- 6.2 Licensing by state of Florida. Contractor shall certify in writing, prior to award of contract, that all employees under this contract have a valid Florida Security Officer (Class D) License. Copies of licenses shall be produced when requested.
- 6.3 M-DCPS reserves the right to demand that the contractor relieve an employee from an assignment, and/or bar the employee from further service under this contract at the discretion of the site representative and the contract administrator. No further reason needs to be given.

7.0 Training Criteria

- 7.1 The contractor shall provide training for all team members. Training shall be a minimum of 56 hours (combined classroom and practical) and include search strategies, metal detection, sensitivity training and legal issues. The training program shall be consistent with that required by the Federal Aviation Administration.
- 7.2 The contractor shall provide, upon request, a detailed copy of their training program.

8.0 Records

- 8.1 All correspondence and financial records related to this contract shall be open to inspection, by an authorized M-DCPS representative, during the course of the contract and for a period of five (5) years after termination of the contract.
- 8.2 The contractor shall maintain accurate and complete records of personnel criteria, training criteria, and biographical data of all personnel affiliated with this contract.
- 8.3 All personnel files should be readily available for inspection by any authorized M-DCPS representative, during the course of this contract.

- 8.4 Each team member must have their individual Security Officer (Class D) 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.
- 8.5 A worksheet shall be maintained detailing the specific amount of time spent on site selection, travel, time spent at sites performing random searches and other activities required by the contract.

9.0 Equipment

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:

- 9.1 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. The uniforms shall be marked distinctly from those of local law enforcement agencies
- 9.2 All related forms, pencils, pens, and miscellaneous office supplies.
- 9.3 A cellular phone for each team supervisor.
- 9.4 Hand held metal detectors, minimum of three per team.
- 9.5 An unmarked mid-size vehicle for each team to use on this contract.
- 9.6 The contractor shall maintain all equipment utilized by the contractor in the execution of this contract.

10.0 Staffing Requirements

The contractor must identify a liaison to the school district in reference to this bid. Upon award of this bid, the contractor must be capable of providing two search teams; each having a supervisor and three security officers, of which two are male and two female. Each team, not necessarily each officer, must be able to effectively communicate in English, Spanish, and Haitian Creole. The teams must be capable of conducting searches at a minimum of three to five sites per day. Only bonded, licensed and qualified security officers shall be assigned to M-DCPS.

11.0 Wages

11.1 The wages paid to the officers assigned Miami-Dade County Public Schools must meet the following minimum requirements:

Supervisory personnel	\$10.50 per hour
Security personnel	\$ 8.50 per hour

11.2 The contractor shall provide, upon request, the actual wage scale for the above personnel.

12.0 Invoice Submittal

Payment for services will be made in monthly installments upon receipt of a properly documented invoice and approved service log. Billable hours are defined as those spent on the random site selection process and team assignments (not to exceed one-half hour), travel time to each location (not to exceed forty five minutes to each site), and time spent at the site performing the random search. Time spent on breaks and lunches will not be considered as billable. Contractor invoices shall be submitted no later than thirty (30) days after completion of assignment. Invoice shall show the M-DCPS purchase order number, dates of performance, description of services, quantities, billing rates, and extended totals; and shall be substantiated with supporting documentation.

13.0 Special Contractual Aspects

13.1 Contract Termination

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 contractor's or M-DCPS claims.

13.2 Renewal Pricing

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

GUIDELINE #7: SEARCH AND SEIZURE

CURRENT LAW AND/OR PRACTICE

Students have the right of privacy of person as well as freedom from unreasonable search and seizure of property guaranteed by the Fourth Amendment to the Constitution of the United States. That individual right, however, is balanced by the school's responsibility for protecting the health, safety, and welfare of all its students. Search of a student may be conducted upon a reasonable suspicion that the student has contraband⁷ or evidence that he/she has violated the law or rule of the school.⁸

The school district is responsible for creating a climate in the schools that ensure the safety and welfare of all. Equipment such as lockers belongs to the school district, but students may be allowed to use this equipment as a convenience. It is the responsibility of the school to insist that the lockers be properly cared for and not used for the storage of illegal items. State Statute permits the use of metal detectors or trained animals in the course of an authorized search.

However, the right to search a student's person or belongings (such as a purse or book bag) is more limited, and is discussed below.

Definition of Reasonable Suspicion and Search

The United States Supreme Court has provided definitions of "reasonable suspicion" and the scope of a search, which should guide school officials in executing the procedures. The Court ruled that a search of a student is ordinarily justified at its inception:

... when there are reasonable grounds for suspecting that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school. Such a search will be permissible in its scope when the measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

⁷ Nelson v. State, 319 So. 2nd 154 (Fla 2d D.C.A. 1975)

⁸ New Jersey v. T.L.O., 469 U.S. 325, 105 S. Ct. 733 (1985)

Guideline #7: Search and Seizure (continued)

To avoid violation of a student's constitutional rights under state and federal law, a search of a student's person or personal property (such as a purse or bookbag) must meet the following criteria:

1. **Rational Basis.** Reasonable suspicion must be rational and articulable. "Intuition" or "gut feelings" are not enough. Neither is the observation of "sneaky" or "secretive" behavior sufficient. The school official's prior experience with the particular student being searched (or lack of such experience) and the student's prior record of misconduct (or lack of any such record) should be taken into consideration. If suspicion is based on information from another student, the credibility of the informant and any obvious motives for misrepresentation by the informant must be considered.
2. **Group Searches Prohibited Except in accordance with Guideline #7A.** There must be a separate rational basis for reasonable suspicion as to each student searched. For example, an entire class cannot be searched just because there is a great likelihood that someone in the class violated a law or rule. Neither can everyone in a hallway or rest room be searched because it is suspected that someone among them was smoking or using drugs. This prohibition does not apply to administrative searches with metal detectors conducted pursuant to Guideline #7A.
3. **Search Must Be Specific.** The search must be of a type and limited to the places where evidence of the suspected violation might reasonably be found.

PROCEDURES

Search of Lockers or Desks

1. Prior to the search of school property (locker, desk) assigned to the student and prior to removal of items in the student's possession, school officials should determine that:
 - a. there is reasonable suspicion that the student possesses property that constitutes a crime or rule violation or that the student possesses evidence of a crime or violation of law
 - b. there is reasonable suspicion that the student is using his/her locker or property and/or person in such a way as to endanger his/her own health or safety, or the health, safety, and rights of others

Guideline #7: Search and Seizure (continued)

- c. there is reasonable suspicion that there are weapons or dangerous materials, such as explosives, on the school premises
2. If the preceding determinations are made, the student should be contacted and should accompany the principal, or designee, along with an adult witness, to the area to be searched. The student should be given every opportunity to open the locker or desk, but, if the student refuses, the principal/designee has the authority to open it without the student's permission.

Notice to Students

1. Signs should be posted in each school advising students that, upon reasonable suspicion, lockers or other areas subject to search for prohibited or illegally possessed substances or objects.
2. At the time students are assigned lockers, they should be informed in writing of the policies governing the use of the locker. Such policies should be clear and reasonable.
3. The principal should keep accurate records of the assignment of the lockers to the students. Generally, the students should be informed prior to a general search by school officials. In cases of defined emergencies and the lack of availability of the student to whom the locker is assigned, the principal or designee has the authority to open the locker without the physical presence of the student. However, in case of search of an individual locker, the student should, whenever possible, be given the opportunity to be present. Witness should be present, also.

Search of Individuals

1. When there is reasonable suspicion that a student has property on his/her person that constitutes a crime or rule violation, or that the student possesses evidence of a crime or violation of law, he/she should be removed to a private office and asked to remove articles from his/her person voluntarily in the presence of a witness.
2. Should the student refuse a search, depending upon the degree of suspicion and severity of the alleged violation of law, an appropriate law enforcement officer should be contacted and the student kept under surveillance until the law enforcement officer arrives and a proper search is conducted.

Guideline #7: Search and Seizure (continued)

Strip Searches

Functionally defined, a strip search comprises the student being asked to remove his/her clothes to determine whether the student is in possession of weapons, drugs, or other contraband.

Under no circumstances shall strip searches be conducted by School Board personnel.

GUIDELINE #7A: USE OF METAL DETECTORS

CURRENT LAW AND/OR PRACTICE

The reasonable use of metal detectors as a tool for school officials to deter weapons on school grounds is not a violation of fourth Amendment rights or Florida law. Legitimate privacy interests of students must be balanced by policies and procedures instituted for the compelling reason of furnishing a safe learning environment free of weapons.

The Dade County Public Schools is responsible for establishing a climate in the schools which encourages learning. The possession, use, or sale of weapons on school grounds represents an unwarranted disruption to an orderly learning environment and interferes with the rights of all those in school who are desirous of a safe educational setting.

The school district has recognized the need to respect the rights of individuals while protecting the health, safety, and welfare of all students and school employees.

Guideline #7: Search and Seizure details the general procedures for use at schools. This Guideline #7A. pertains to the more specific procedures that are to be used when metal detectors are employed. Individualized suspicion is not required for an administrative search with metal detectors.

Posting Signs

Signs which advise that persons on the premises are subject to search for weapons by metal detector shall be posted in prominent locations at each secondary school and adult vocational site. The signs will be printed in English, Spanish, and Haitian Creole.

General Search Procedures

Random, unannounced searches will be conducted within school buildings or on the grounds on a regular basis. Classrooms or hallways will be selected on a random basis. If every person in the designated hallway or classroom is not searched, the selected method will be randomized; e.g., every third person. Miami-Dade County Public Schools employees with proper identification will not be subject to search with the hand-held metal detectors. Visitors who choose to remain on the premises at the time the search is conducted will be subject to search along with the students. Persons will be searched only by those of the same gender. If walk-through metal detectors are used at selected after-school activities or athletic events, all persons, including M-DCPS employees will be required to pass through the device if they wish to enter the designated area.

Guideline #7A: Use of Metal Detectors (continued)

No person shall be selected to be searched based solely upon their gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, disability, manner of dress, or association with any particular group.

Types of Scanning Equipment

Hand-held units will be the primary type of metal detector used. Walk-through units may also be used.

Search Team

Personnel specifically assigned to a metal detector search team will at all times be respectful of and sensitive to the right of privacy and other concerns of the student or other person who is being searched.

The searching of any person shall be conducted only by a member of the search team who is of the same gender.

School Police participation in random searches will be limited to handling arrests or other criminal situations that might occur during the course of a metal detection search operation.

Search Operation

A pre-established random plan to select persons who are to be searched shall be used. All persons selected shall be required to bring all personal effects in their possession at the time they were selected; e.g., coat, purse, book bag or other similar articles.

Persons selected to be searched shall be advised upon entering the metal detection search location of the purpose of the operation and method in which the search will be conducted and the fact that selections were made in a random pattern.

A student or visitor to be searched shall be directed to remove all metal objects from his/her pockets (including coins, etc.) The student or visitor is to give personal belongings, as described above, to a search team member. These articles shall then be visually screened as required. The student or visitor shall then be scanned by a hand held metal detector (wand). The person operating the device must use an identical scanning technique/pattern on each person. Efforts will be made to ensure that the wand not touch the body of the person being searched. If the metal detector activates, the person shall be asked whether he/she has anything made of metal in the area scanned. If the suspected article is removable, the person will be asked to remove it and will then be re-scanned. If an activation recurs and the article cannot be removed, the operator shall visually confirm the person's explanation, e.g., jewelry, belt buckle, rivets on pants or as a second alternative, by lightly touching (not grabbing) the area which is causing the repeated activation.

Guideline #7A: Use of Metal Detectors (continued)

The purpose of the metal detection program is to deter the bringing to school of weapons such as guns, knives or any other item which might cause harm or injury. Therefore, under no circumstances are metal detectors to be used solely for the purpose of checking students who might be suspected of having violated other school rules.

Any person found to be in possession of a gun or other dangerous weapon as prohibited in the Florida Statutes shall be arrested. If during the course of a search contraband is observed that is a violation of published District or school policy and/or regulations, such items may be confiscated and disciplinary action initiated.

Students who refuse to submit to a wand search consistent with these guidelines may be subjected to disciplinary proceedings for defiance and the valid authority of school personnel. Other persons refusing a search consistent with these guidelines should be escorted off campus.

Parental, Staff, and Student Involvement

Meetings will be held at the schools to provide information on the metal detector procedures. At these meetings, parents, and school staff will be informed about the way the searches will be conducted and will have an opportunity to ask questions and provide input.