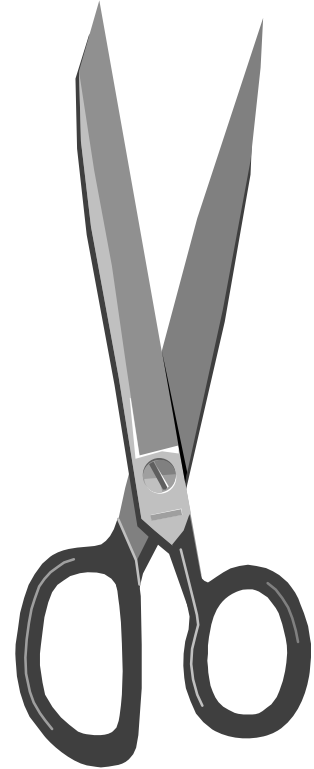


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO: PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391	
SEALED BID DO NOT OPEN	
SEALED BID NO.:	037-MHH-1210
BID TITLE:	Security Guard Service
DUE DATE/TIME:	February 25, 2010 @ 3:00PM
SUBMITTED BY:	_____
	Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on “[Vendor Application](#)” from the menu on the left side of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title Security Guard Service

Bid File Number 037-MHH-1210 Posted February 9, 2010

Sealed bids will be received until 3:00 PM on February 25, 2010 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Harold Hamby telephone (863) 534-0575, FAX (863) 534-0802, E-Mail harold.hambyjr@polk-fl.net.

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

_____	_____
VENDOR NAME	MAILING ADDRESS
_____	_____
PRINT OR TYPE SIGNATURE AND TITLE	CITY, STATE, ZIP
_____	_____
WRITTEN SIGNATURE	DATE
_____	_____
TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)	FAX NUMBER
_____	_____
E-MAIL ADDRESS	FEID NUMBER

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: March 31, 2013. Contract(s) awarded from this bid will begin on March 17, 2010 and will run through March 31, 2013.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See Section D. Special Terms and Conditions.
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices on or about March 1, 2010 and will remain posted for a period of 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "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 Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list 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." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to ___ School Boards and/or ___ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.

Special Terms and Conditions

A. **SCOPE:** The purpose and intent of this Invitation to Bid is to select a contractor(s) to provide unarmed, uniformed, professionally trained and bonded security personnel for various sites throughout the School Board of Polk County and to secure firm, net pricing for the contract period as specified herein. For the purpose of this Invitation to Bid, the term "Bidder", "Contractor" and "Vendor" shall be considered synonymous.

B. **PRE-BID CONFERENCE:** A non-mandatory Pre-Bid Conference will be held in the Purchasing Department Conference Room at the District office, 1915 S. Floral Avenue, Bartow, Florida, on **February 18, 2010** at 10:00 a.m. Prospective bidders are encouraged to attend this conference and to bring all questions in writing. Compose your questions on paper, ask your questions at the pre-bid conference and give the facilitator a written copy of your questions. **Please write each question that you will ask on a separate page indicating the bid page number and section to which the question refers.** If possible, answers to all questions timely received will be provided verbally at the conference; however, final and controlling answers will be provided in writing by Addendum to the bid (see Section R. below). The deadline for written questions and requests for additional information shall be 5:00 pm February 19, 2010.

C. **DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS:** Written questions from potential bidders will be accepted by mail, facsimile or email addressed to the attention of Harold Hamby at 1915 S Floral Ave. Bartow, FL 33830. All written questions must be received by the Polk County School Board no later than 5:00 pm February 19, 2010. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. If warranted the School Board of Polk County will post the responses (as an addendum) to the same website where this Bid is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

D. **F.O.B. DESTINATION:** Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

E. **BASIS FOR AWARD:** Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible.

F. **OTHER FEES:** Bidder/Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc.

G. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

H. AWARD OF CONTRACT:

1. The School Board of Polk County reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.
2. The School Board reserves the right to award this bid in whole or in part to one or more bidders, or to take any other actions that may be in the best interest of the School Board. It is anticipated there will be a recommendation for award of contract based on the lowest composite bid received from a responsive and responsible bidder. This will be the Primary Contractor award. It is anticipated there may be an additional award based on the second lowest composite bid received from a responsive and responsible bidder. This will be a Secondary Contractor award. The Board reserves the right to make additional Secondary Contractor awards if it's in the Board's best interest to do so. In the event there is a scheduling conflict, or if the Primary Contractor is unable to complete a given project satisfactorily or in a timely manner, the Contract Administrator may order the services from the Secondary Contractor. If in the opinion of the Contract Administrator the order exceeds the capability of the Primary Contractor, the services in this bid may be purchased from the Secondary Contractor.
3. The term of this bid shall be for three years as noted in Section 1 of the General Instructions and Conditions. The bid form allows bidders to bid a per hour rate for each of the years. The prices bid shall be firm for each contract period.
4. Evaluation of this bid shall be based on cost per hour (initial contract period plus two extensions) multiplied by the estimated quantities. Quantities shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the BID FROM & SPECIFICATIONS. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.

I. FUNDING OUT/TERMINATION/CANCELLATION:

1. Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.
2. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all bidders
3. The School Board may terminate or discontinue the services covered in this proposal at the end of the then current contract period upon ninety (90) days prior written notice to the successful bidders
4. Such prior written notice will state:
 - (a) That the lack of appropriated funds is the reason for termination, and
 - (b) Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

J. **MINIMUM WAGE INCREASE:** In the event Federal or State Legislation is enacted to increase the hourly minimum wage rate, the awarded bidder(s) will have the opportunity to request an increase in the per hour rate for the affected Contract Period. The request for price adjustment must be submitted in writing no later than 90 calendar days prior to the enactment of the minimum wage increase. The requested increase shall not exceed the increase in the minimum wage. Any price adjustment shall be approved by the Purchasing Director prior to the new price becoming effective.

K. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written 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 to the vendor that amount of the contract actually performed to the date of termination.

L. **WARRANTY OF ABILITY TO PERFORM:** By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy its Contract obligations. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Bidder shall immediately notify the District in writing if its ability to perform is compromised in any manner during the term of the Contract.

M. **QUALIFICATION OF BIDDERS:** In order to be considered for award of this bid, the bidder shall meet or exceed the following qualifications and provide documentation of same as requested below. Please return required submittal listed in items 1, and 2 and 3 with your bid.

After bid opening the Polk County School Board reserves the right to request the required submittal listed below (items 1 and 2) should bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two (2) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. The bidder shall have satisfactorily completed a minimum of three (3) recent contracts providing Security Guard Service similar in scope as outlined in the specifications of this Invitation To Bid. Bidder shall submit customer references for a minimum of three (3) contracts as defined in the preceding sentence (please list school system projects, if

applicable). A BIDDER REFERENCE FORM is provided for these references on page 17 of this invitation to bid.

2. The bidder shall provide a name, telephone number and email address of the person to be contacted during normal business hours for the coordination of service. The bidder shall also provide the name, telephone number and email address of the person to be contacted for emergencies. An answering service will not satisfy this requirement. Space provided for this on the BID FORM & SPECIFICATIONS ON PAGE 16.
3. **BID BOND REQUIREMENT:** Each bid shall be accompanied by a Certified or Cashier's Check or Bid Bond in the amount of 10% of the total estimated annual contract period cost for Contract Period I (to be calculated by using vendor's per hour price multiplied by the estimated quantity on the BID FORM & SPECIFICATIONS). The Check or Bid Bond, made payable to The School Board of Polk County, Florida shall serve as evidence of good faith and guaranteeing that the successful bidder will execute and furnish a performance and payment bond to The School Board. The Check or Bid Bond will be returned to bidders after award of the contract. **(SUBMITTAL REQUIRED.)**
4. **PERFORMANCE AND PAYMENT BOND:** Within ten working days from notice of award of bid, the successful bidder must submit to The School Board of Polk County, Florida, a satisfactory performance and payment bond executed by the bidder and a Surety Company that is authorized to do business in the state of Florida, in an amount equal to twenty-five (25%) percent of the total estimated annual contract period cost for Contract Period I of the contract (to be calculated by using vendor's per hour price multiplied by the estimated quantity on the BID FORM & SPECIFICATIONS). The bond submitted is to serve as security for performance of contract. If the seller (the awarded bidder) fails to comply in full with these specifications and/or render any services, as noted herein, during the period of this contract, The School Board of Polk County, Florida, reserves the right to consider the awarded bidder in default and invoke this performance and payment bond. A Certified or Cashier's Check in the amount of 25% of the total estimated contract period volume will be acceptable. (A personal or business firm check will NOT be acceptable.) Upon satisfactory completion of the contract, the bond obligation will be considered released or your Certified or Cashier's Check will be returned by The School Board of Polk County, Florida.
 - a) The performance and payment bond shall be conditioned to both perform the Contract and guarantee payment of all legitimate invoices for labor and materials in the performance of the work.
 - b) The performance and payment bond shall be acceptable to the OWNER only if the SURETY is in compliance with the provisions of the Florida Insurance Code and holds a current valid Certificate of Authority issued by the United States Department of Treasury.
 - c) All bonds must be executed under corporate seal of the SURETY and countersigned on behalf of the SURETY by its qualified resident agent or attorney-in-fact with proof of power attached.
 - d) In case of default on the part of the successful bidder, actions for all expenses incident to ascertaining and collecting losses under the bond shall lie against the bond, including legal services.

e) The surety company and bond will require approval of the School Board Risk Management Department.

N. **SUBCONTRACTORS:** Work shall not be sub-contracted. Any vendor awarded this bid shall use only personnel directly employed by the vendors company for security guard services under this contract.

O. **USE OF OTHER CONTRACTS:** The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

P. **CONTRACT PRECLUSIONS:** Provisions of this contract will not preclude the use of Polk County School Board personnel or off duty law enforcement officers in instances which special circumstances exist that make the use of special personnel applicable. This determination will be the sole responsibility of the Director of Discipline and Security or his designated representative.

Q. **FAMILIARITY WITH LAWS:** The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect their work. Failure on the part of the vendor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The awarded vendor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements.

R. **ADDENDA:** It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website @ <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> for addendum related to this bid and to obtain all addendum.

S. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

T. **INSURANCE:** The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

TYPE OF INSURANCE

LIMITS OF LIABILITY

Worker's Compensation

Statutory

Commercial General LiabilityCombined Single Limit
\$1,000,000 per occurrence
Automobile Liability\$1,000,000 Combined single limit
(All owned autos, or any auto if vehicles other than owned are used).

- a) The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and as a certificate holder for automobile liability insurance. All insurance must be issued by a company or companies approved by the School Board.
- b) 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**. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION 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 any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

U. REQUESTS FOR BID INFORMATION & RELATED DATA: Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid
- ❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.
- ❖ A copy of any addenda issued to current bids in process

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

- ❖ A copy of a Vendor Application Form
- ❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids

- ❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

V. **EMPLOYEES:** The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.

W. **SPECIFICATIONS:**

1. **Requirements:** The awarded bidder shall be required to provide On-Site Security Service coverage, including routine after hours school patrols and construction site security, Emergency Duty security, and service on an as needed basis.
2. **On-Site Security Services:** Services shall be on an "as needed" basis, as requested by a site representative and approved by the Director Safe Schools.
3. **Uniforms:** All on-site guards must be dressed in a company uniform and possess appropriate personal and company identification at ALL times when on duty. Any individual reporting for duty without proper uniform and identification will not be allowed to start the tour of duty, nor be paid, unless these provisions are in full compliance. More than one offense of improper uniform or identification may be cause for refusal to allow the individual guard to work for the School Board under this contract.
4. **License:** The managing office of the security company and all on-site guards must be licensed as required by Florida Statute. Guards must have been an employee of the contractor for a minimum of 30 days. (Existing Security Guards, currently working at PCSB sites and meeting all qualifications and requirements under this section, may be exempt from this requirement in the event a contractor other than the current contractor is the awarded bidder and hires said experienced personnel.) The guard must have a minimum of 30 days experience as a licensed security guard. This experience may be with the current employer and/or a former employer, but must have occurred within the past 12 consecutive months. It will be the contractor's responsibility to insure compliance with this requirement. The contractor will provide to the School Board, within 24 hours of request employment data on any individual guard(s). Individual guard inquiries will be at the discretion of the School Board and may be made without prior justification.
5. **Training:** In addition to initial certification and subsequent re-certification training as required by state statute for individual licensing, the contractor shall provide annual training to all guards and provide, upon request, records of subject content, date of training, and names of individuals attending.
6. **Failure to Perform:** In the event that an individual guard does not perform to the satisfaction of a School Board representative, a meeting between the contractor and applicable School Board department representative will be convened. If a satisfactory resolution to the discrepancy cannot be agreed upon, the School Board may instruct the contractor to discontinue the use of specified guard on this contract.

7. **Illegal Substances, Tobacco and Alcohol:** The use of tobacco, alcohol or drugs will not be permitted at anytime while on duty. Any guard reporting for duty with any indication of being under the influence of alcohol or drugs may be asked to leave the premises and be replaced by a substitute. The School Board has adopted a smoke free policy; therefore, smoking on school grounds is not permitted.
8. **Coordination of Activities:** The contractor shall be responsible for coordinating all matters pertaining to site security routines and duties with the Director of Safe Schools, who can be reached at 863/534-9251. The contractor shall not honor any request for providing security without coordination and approval from the Director of Safe Schools (or designee).
9. **Reporting:** The Duty Guard shall maintain a report of routine activities in a Daily Activities Log. All reports must be completed on this standard form, which shall be provided by the contractor. The formatting of this standardized Daily Activities Log, will be as agreed upon between the contractor and the Director of Safe Schools at the start of the contract. Access to these logs will be granted to the School Board upon demand. A copy of the Daily Activities Log will be attached to the invoice for the time period covered by the invoice. All report entries shall be made in writing and must be legible. Any incident involving theft of any equipment, damage to property, or one in which response by law enforcement personnel was requested or required, **MUST BE IMMEDIATELY REPORTED** by the individual security guard or guard services control center by contacting the Director of Safe Schools at 863/534-9251. For after hours reporting, a telephone number will be provided at the start of the contract.
10. **Service Hours:** Routine site security service hours shall be available, and be subject to change, upon a twenty-four (24) hour notice from the Director of Safe Schools or his designee with the exception of Emergency services which shall be available within a two (2) hour response time. Specific security site needs may be terminated upon a twenty-four (24) hour notice to the Contractor. At work sites where guard service completion time is dependent upon factors not within Polk County School Board control (i.e., Asbestos Abatement Program work schedules, etc.), the completion time shall be at the end of the present on-duty shift or a time mutually agreed upon between the contractor and the Polk County School Board representative, whichever occurs first. The present on-duty guard shall coordinate the service completion of individual sites with the contractor's supervisory personnel as soon as a decision is made to cease security guard services at a given work site.
11. **Minimum Charged Hours:** The School shall be charged only for security service hours actually provided and documented, rounded to the nearest quarter-hour, but shall pay a minimum of four (4) hours per site. Schedules will be established in coordination with the Director of Safe Schools and authorized site representatives and may vary with specific site requirements. The School Board shall not be charged for scheduled hours, only hours actually provided, above the four- (4) hour minimum.

12. **Security Guard Requirements:** All on-site guards shall be UNARMED ("UNARMED" defined as the exclusion of possessing any type of weapon intended for offensive use while on duty; i.e., firearms, knives, etc.), at all times while on duty, and shall conduct perimeter checks of the facility and/or site as frequently as deemed necessary to provide adequate security, but not less than once per hour. Activity logs shall be maintained as specified in Section 9. At no time shall a guard be permitted to allow family members, friends or other personal visitors on the job site. No guard shall be allowed to bring any pets on the job site. Failure to adhere to these restrictions may be cause for disallowing further services by the individual guard or contract cancellation.
13. **Price Rate:** Bidders are to provide rates to be charged for hours of on-site security, as shown on the Bid Price Sheet, provided to the School Board. There shall be no differential hourly rate for overtime or holiday hours. If a bidder submits more than one (1) hourly rate, this bid may be disqualified.
14. **Start Work Notice:** The awarded bidder shall be able to begin initial shift work upon twenty-four (24) hours notice. The School Board intends continued use of these services on an as needed basis throughout the length of the contract.
15. **Security Coverage:** The awarded bidder shall be able to handle up to twenty (20) job sites at one time and no one guard shall work more than twelve (12) hours within a given twenty-four (24) hour period. The vendor may handle more than twenty (20) sites at one time providing the vendor is in agreement and can provide such additional personnel. Typical examples of sites and hours are shown in Section 24 Table 1 of the Special Terms and Conditions. These are for illustration only.
16. **Submittals for Payment:** The vendor shall submit to the Director of Safe Schools the actual time sheets or activity logs along with the invoice for services rendered. Time sheets should accompany invoices to assure proper time verification and proper payment. If invoices cannot be submitted along with the time sheets, the time sheets shall be submitted promptly to avoid processing delays. Vendor shall issue one invoice per job site. All time sheets and invoices shall be reviewed prior to recommendation to the School Board for payment. Pre-dated invoices or invoices with projected services to be provided will not be accepted. Payments shall only be made to the successful vendor and not to individual personnel. Invoices shall be submitted directly to the requesting department to avoid delays.
17. **Contractor Supervision:** Any job site that requires three or more guards per shift shall require a documented visit by a contractor's supervisor during that tour of duty. A contractor supervisor will visit ALL job sites, regardless of the number of guards utilized, once per week. All contractor supervisor visits will be documented on the Daily Activities Log.
18. **Contractor and Personal Equipment:** The awarded bidder or their individual guards shall be responsible for providing job items such as, but not limited to, footwear, clothing, rain gear, flashlights, etc. The School Board shall provide no personal equipment. The contractor and/or the individual guard shall at all times be solely responsible for all contractor and personal items brought onto the work site. Polk County Public Schools shall not accept any financial responsibility for any loss of items of this nature.

19. **Mandatory Communication Equipment:** Wherever possible, the School Board shall provide access to an on-site telephone. Wherever such access is not possible, the awarded bidder shall be responsible for providing a means for the security guard to contact either a supervisor or local law enforcement, as the situation may require. The security guard must be able to access the communications device without leaving the site. Leaving the site to initiate such communication is not acceptable if it means the site is unguarded. This requirement shall be included in the unit price as bid.

NOTE: There are approximately three (3) sites known to have no telephone access after normal school hours.

20. **Forcible Restraint:** On-site security guards shall not forcibly restrain an individual(s), but may instruct the individual(s) involved to remain at the site until law enforcement personnel arrive. At no time shall the School Board prohibit a guard from protecting himself from bodily harm or to prevent unauthorized removal or damage to School Board property and/or equipment.

21. **Failure to Report:** Any time a guard is not available for duty at a requested site, or fails to report on-site for duty, the on duty supervisor for the contractor shall be responsible to notify the Director of Safe Schools at 863/534-9251.

22. **Tardiness:** All guards shall be on site and shall begin duty at the specified time, as requested. Delays shall not be acceptable. The contractor is responsible for providing guards on site and ready to begin when requested. The contractor is responsible for notifying the appropriate department representative of any unavoidable guard delays so that the School Board may take action to accommodate such temporary delays.

23. **Business Fluctuations:** The site security guard service requirements may fluctuate significantly from week to week throughout the term of the contract. Some periods may require a higher quantity of service hours (i.e., holiday breaks, school intercessions, etc.) while other times may require fewer hours. The School Board cannot guarantee steady levels of required service hours during the contract term.

24. **Current Sites:** The sites below are currently utilizing security guard services. Quantities shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated in Table 1.

Table 1

School Site	Guards Per Shift	Hours	Days	Weekly Hours	Annual Hours
Auburndale Senior 1 Bloodhound Trail Auburndale, FL 33823	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
Bartow Senior 1270 S. Broadway Ave Bartow, FL 33830	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
East Area Adult 300 E. Bridgers Avenue Auburndale, FL 33823	1 Night Guard	5:30 PM - 9:30 PM	Tues.- Thurs. (3)	12	432

Please state company name and authorized signature _____

Table 1 continued

School Site	Guards Per Shift	Hours	Days	Weekly Hours	Annual Hours
Fort Meade Senior 700 Edgewood Dr. N. Fort Meade, FL 33841	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
George Jenkins Senior 6000 Lakeland Highlands Lakeland, FL 33813	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
Haines City Senior 2800 Hornet Drive Haines City, FL 33844	1 Daytime Guard	6:15 AM - 2:15 PM	M - F (5)	40	1440
Kathleen Senior 2600 Crutchfield Road Lakeland, FL 33810	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
Lake Gibson Senior 7007 N. Socrum Loop Road Lakeland, FL 33809	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
Lake Region Senior 1995 Thunder Road Eagle Lake, FL 33839	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
Lakeland Senior 726 Hollingsworth Rd Lakeland, FL 33801	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
Mulberry Senior North Fourth Circle Mulberry, FL 33860	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
Ridge Community High 500 Orchid Drive Davenport, FL 33837	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
Rochelle School of the Arts 1501 Martin L. King Jr. Ave Lakeland, FL 33805	1 Daytime Guard	8:00 AM - 3:00 PM	M - F (5)	35	1260
Tenoroc High 4905 Saddle Creek Rd. Lakeland, FL 33801	1 Daytime Guard	6:30 AM - 2:30 PM	M - F (5)	40	1440
Traviss Career Center 3225 Winter Lake Road Lakeland, FL 33803	1 Daytime Guard	6:00 AM - 2:00 PM	M - F (5)	40	1440
Union Academy 1795 E. Wabash Street Bartow, FL 33830	1 Night Guard	10:00 PM - 6:00 AM	Sat.-Sun (7)	56	2016
West Area Adult 604 S. Central Avenue Lakeland, 33815	1 Daytime Guard 1 Night Guard 1 Night Guard	7:30 AM - 2:00 PM 6:00 PM - 9:00 PM 2:30 PM - 7:00 PM	M - F (5) Tues. & Thurs. (2) Wed. (1)	32.5 6 4.5	1170 216 162

Annual Total 23976

Please state company name and authorized signature_____

BID FORM & SPECIFICATIONS

ITEM NUMBER	DESCRIPTION				UNIT PRICE
1.	Security Guard - As per the specifications of this Invitation to Bid. Quantities shown are simply estimates that <u>may</u> be purchased during the bid period and do not obligate the District to purchase the quantities stated on the BID FROM & SPECIFICATIONS.				
		<u>CONTRACT PERIOD I</u> <u>Cost March 17, 2010</u> <u>- March 31, 2011</u>	<u>CONTRACT PERIOD II</u> <u>Cost April 1, 2011</u> <u>- March 31, 2012</u>	<u>CONTRACT PERIOD III</u> <u>Cost April 1, 2012</u> <u>- March 31, 2013</u>	
	Estimated annual hours per contract period				
	24,000 hrs	\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.	

SERVICE COORDINATOR

Name: _____
Telephone: _____
Email address: _____

EMERGENCY SERVICE COORDINATOR

Name: _____
Telephone: _____
Email address: _____

NOTE: Sign the "Bidder's Acknowledgment" section on Page 1 of our "Invitation to Bid". Return the original of the Invitation to Bid and retain a photocopy for your files

Please state company name and authorized signature _____

BIDDER REFERENCE FORM
(duplicate as needed)

Please provide all requested information for each reference.

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Please state company name and authorized signature _____

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(vendor's signature)

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. We suggest you include this completed checklist along with your bid. Items checked **Required** should be submitted at the time you submit your bid in order to facilitate the bid evaluation process. With the exception of the signed BIDDER ACKNOWLEDGEMENT and the BID BOND REQUIREMENT the Polk County School Board reserves the right to request the required submittals listed below, after bid opening should the bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Completed and signed <u>BIDDER ACKNOWLEDGEMENT</u> .	1
	x		Customer References (Please use BIDDER REFERENCE FORM on page 17).	7
	x		Certified or Cashier's Check or Bid Bond in the amount of 10% of the total estimated annual contract period cost for Contract Period I (to be calculated by using vendor's per hour price multiplied by the estimated quantity on the BID FORM & SPECIFICATIONS)	8
	x		Name, telephone number and email address of the person to be contacted during normal business hours for the coordination of service (SERVICE COORDINATOR). The bidder shall also provide the name, telephone number and email address of the person to be contacted for emergencies (EMERGENCY SERVICE COORDINATOR). An answering service will not satisfy this requirement. Space provided for this on the BID FORM & SPECIFICATIONS ON PAGE 16.	8
		X	Completed and signed Drug Free Workplace Certification (optional).	18

Please state company name and authorized signature_____