#### Superintendent of Schools Mark T. Porter

#### Monroe County School District



#### **Board Rationale**

File #: 18-535

#### TITLE

Approval of Award of ITB 2018807 Building Fire Alarm Services to Barnes Alarm Systems, Inc.

#### BACKGROUND INFORMATION

Work was solicited via ITB 2018807 for Building Fire Alarm Services. The ITB was advertised via DemandStar, local newspaper, and the District's website. 152 vendors were sent notices and 9 vendors downloaded plans. Two responses were recieved. These responses were reviewed by a selection committee. One bid response was determined to be responsive to the bid requirements. Selection was based on the best priced proposal that met the contract award requirements. The contractor selected for this work was Barnes Alarm Systems, Inc..

#### **BUDGET INFORMATION**

Item Budgeted? Yes

Total Cost: NTE \$70,000.00

Budget Coding: 0110-8100-0396-9121-0001

Requisition Attached? No

#### CONTRACT INFORMATION

Contract with:Barnes Alarm Contract value: NTE \$70,000.00

Budget coding: 0110-8100-0396-9121-0001

Contract Purpose / Description: Provide Building Fire Alarm Certifications and Service

Contract Originator: Jeff Barrow, Maintenance Department, 53397

Board Meeting Date: 05/08/2018

#### RECOMMENDATION

Approval of Award of ITB 2018807 Building Fire Alarm Services to Barnes Alarm Systems, Inc.

Page 1 of 1



#### **Monroe County School District**

Superintendent of Schools Mark T. Porter

#### Master

File Number: 18-535

File ID:18-535Type: Agenda ItemStatus: Consent Agenda

Version: 1 Vendor: Action By: School Board

File Created: 04/24/2018

Subject: Final Action:

Title: Approval of Award of ITB 2018807 Building Fire Alarm Services to Barnes

Alarm Systems, Inc.

**Internal Notes:** 

Sponsors: Effective Date:

Attachments: Barnes Signed Contract, ITB 2018807 Barnes Alarm Enactment Number:

Response, Barnes COI, ITB 2018807 Building Fire

Alarm Service

lecommendation: Expiration Date:

Entered by: Jeff.Barrow@KeysSchools.com Expiration Date:

#### **Approval History**

Version	Seq#	Action Date	Approver	Action	Due Date	
1	1	4/27/2018	Gaelan Jones	Approve	4/27/2018	
Notes:	Approved,	but Board Rationale	needs to be amended to reflect	correct vendor. Currently s	ays Toppino & Sons	
1	3	5/1/2018	James Drake	Delegated		
1	4	5/1/2018	Suanne Lee	Approve	5/3/2018	
1	5	5/2/2018	Kathryn Flannery	Approve	5/2/2018	
1	6	5/3/2018	James Drake	Approve	5/3/2018	
1	7	5/3/2018	Ramon Dawkins	Approve	5/4/2018	
1	8	5/3/2018	Patrick Lefere	Approve	5/4/2018	

#### **History of Legislative File**

Ver- sion:	0 1	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	School Board	05/08/2018					

#### THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

#### **Contract for Goods & Services**

This Barnes A	Contract entered into on the date last written below, by and between:  (the "Contractor") and The School Board of							
Monro	be County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of							
Monro	be County, Florida ("School District"). In consideration of the mutual covenants and benefits							
nerein	nafter set forth, the parties herein covenant and agree as follows:							
1.	TERM							
	The term of this Contract shall be from: (insert dates – contract may be for a school year)							
May 9	, 2018 to May 8 , 2019 .							
<u>deteri</u>	This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.							
2.	CONTRACTOR'S SERVICES							
Building	Contractor agrees to provide the following goods/services:  Building Fire Alarm Certification and service per ITB 2018807.							
conflic unless	If documentation of the specific goods/services is attached, said documentation is labeled as <i>Exhibit</i> "A" to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.							
3.	COMPENSATION							

Rev 11.7.2017

Page 1 of 10

School Board shall pay Contractor the sun	n of \$ NIE \$70,000.00	_(NIE-Not to exceed price) to
provide said goods/services pursuant to this Con	tract. No payment si	hall be due until an invoice for
the goods/services has been submitted for payr	ment and the School	Board verifies that all services
have been fully and satisfactorily completed. The	School Board will ma	ke diligent efforts to verify and
pay invoices within one (1) payment cycle after	receipt. If alternate	payment TERMS are required
they must be outlined below.		
· · · · · · · · · · · · · · · · · · ·		

#### 4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

Amount:	ability Insurance 51,000,000 and \$2,000,000 Aggregate
Profession	al Liability Insurance
Vehicle Lia	bility Insurance
Amount: Workers Co	\$1,000,000  ompensation Insurance
	Statutory Limits

#### 5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MSCB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

Rev 11.7.2017 Page 2 of 10

#### 6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

#### 7. BACKGROUND CHECKS/FINGERPRINTING

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes as well as with the requirements of HB 1877, The Jessica Lunsford Act, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

#### 8. TERMINATION

Rev 11.7.2017 Page 3 of 10

#### A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

#### B. <u>TERMINATION FOR BREACH</u>

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

#### C. IMMEDIATE TERMINATION BY MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

#### 9. ASSIGNMENT

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

#### 10. AMENDMENT

Rev 11.7.2017 Page 4 of 10

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

#### 11. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

#### 12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply 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 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; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state

Rev 11.7.2017 Page 5 of 10

licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.

- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
  - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency; (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

#### 13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

#### 14. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

#### 15. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for

Rev 11.7.2017 Page 6 of 10

third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

#### 16. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.
- (b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.
- (d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC REOCRDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (Records@KeysSchools.com OR MAIL TO: MONROE COUNTY SCHOOL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 241 TRUMBO ROAD, KEY WEST, FL 33040 OR CALL (305)293-1400).

Page 7 of **10** 

#### 17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

#### 18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

#### 19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

#### **20. COUNTERPARTS**

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

#### 21. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

#### 22. CAPTIONS

Rev 11.7.2017 Page 8 of 10

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

#### 23. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

#### 24. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board: Superintendent Monroe County School District 241 Trumbo Road Key West, FL 33040

With a copy to District Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3<sup>rd</sup> Floor Islamorada, FL 33036

#### Contractor:

Barnes Alarm Systems, Inc.
3201 Flagler Ave., Suite 503
Key West, FL 33040

IN WITNESS WHEREOF, the parties have executed this Contract on this 8th day of

<u>May 8</u> , <u>2018</u> .	
SIGNATURE OF CHAIRPER SON OF THE BOARD (CONTRACTS OVER \$25,000)	May 8, 2018 DATE
SIGNATURE OF SUPERINTENDENT	May 8, 2018 Date
SIGNATURE OF CONTRACTOR/REPRESENTATIVE	4/26/18 DATE
PRINT NAME AND TITLE	

Rev 11.7.2017

Page 9 of 10

N/A,	please	see	signed	сору	included	with	bid	response	package	page	9.
f											

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT
I, christopher Globe, of the City/Township/Parrish of mourse County, State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;
1) I am the authorized representative of the company or entity making a proposal for a project described as follows:  Name of company/vendor:   Described as follows:  presently being offered to School District:   Por 178 2018 307
2) I have $\sqrt{}$ have not $\boxed{}$ , at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.
a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are listed below, including any current or previous work done for Monroe County School District.  b.) Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed.  Proviously provided Same inspection, monitoring and Salve of the Alman agreement.
3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.
Date (Signature of Authorized Representative)
STATE OF, COUNTY OF
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, being personally known, or having produced as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this day of

My commission expires:

NOTARY PUBLIC

#### **Monroe County School District**

INVITATION TO BID

ITB 2018807

### **Building Fire Alarm Service**



Members of the Board

District # 1
BOBBY HIGHSMITH
Chairman

District # 2
ANDY GRIFFITHS

District # 3 MINDY CONN Vice-Chairman

District # 4
JOHN R. DICK

District # 5
RONALD A. MARTIN

Mark T. Porter Superintendent of Schools

## Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed Proposal".

#### SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: ITB 2018807 SOLICITATION TITLE: Building Fire Alarm Service SUBMISSION DUE: April 20, 2018 at 1:00 PM

SUBMITTED BY: Barnes Alarm Systems, Inc. (Name of Company)

**DELIVER TO:** 

MONROE COUNTY SCHOOL DISTRICT
ATTN: Internal Services Department / Purchasing Division
241 Trumbo Road
Key West, FL 33040

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on <a href="www.demandstar.com">www.demandstar.com</a>. You should periodically check the Web site to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

Released in Key West, Florida, March 23, 2018

## District School Board of Monroe County Internal Services Department / Purchasing Division

PROPOSAL FORM

ITB 2018807 - Building Fire Alarm Service

BID DUE /BID OPENING DATE/TIME: APRIL 20, 2018 AT 1:00 PM

RETURN ONE (1) SIGNED ORIGINAL, TWO (2)
COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT)
OF THE PROPOSAL. NO OTHER PROPOSAL
FORM WILL BE ACCEPTED

PLEASE BE SURE THAT THE NAME OF YOUR COMPANY APPEARS ON EACH PAGE OF THIS PROPOSAL FORM.

IF SIGNED BY AN AGENT OF NAMED COMPANY
WRITTEN EVIDENCE FROM THE OWNER OF
RECORD OF HIS/HER AUTHORITY MUST
AUTHORITY MUST ACCOMPANY THIS PROPOSAL.

Barnes Alarm Systems, Inc.

NAME OF COMPANY

3701 Flagler Ave Sle 503 Key West of ADDRESS OF COMPANY

Christopher Globe
PRINT NAME OF AUTHORIZED SIGNATURE

Chrisq@barnes alarmsystems.com
EMAIL ADDRESS

305 743 7334 305 728 b

**Proposal Certification** 

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 36 inclusive of this Invitation to Bid, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Invitation to Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative (blue ink preferred on original)

Date 4/16/2018

Name of Proposer's Authorized Representative Christopher Globe Gifle of Proposer's Authorized Representative Operations Manager

#### **CONTRACTOR RULES**

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.

Pets are not allowed on campus.

Signature

Printed Name

Date

#### **DEBARMENT CERTIFICATION**

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dat	ted this
Ву	Authorized Signature/Contractor
	Typed Name/Title operations manager
	Burnes Alarm Systems Contractor's Firm Name
	3201 Flagler AVE Swith 503 Street Address
	Key West FL 33040 City/State/Zip Code
	305 - 294 - 6753 Area Code/Telephone Number

#### **IDENTICAL TIE PROPOSALS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, 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, an proposal 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 proposals will be followed if none of the tie vendors have a drug-free workplace program. In order to have a drug-free workplace 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 violation 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 proposal 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 proposal, the employees 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.
- Make a good faith effort to continue to maintain a drug-free workplace through 6. 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

#### **NON-COLLUSION AFFIDAVIT**

1, Christopher Globe of the City of Marathon
according to law on my oath, and under penalty of perjury, depose and say that;
1) I am <u>Operations manager</u> , the bidder making the proposal for the project described as follows:
Building Fire Alarm Service
2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;
3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and
4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, an proposal for the purpose of restricting competition;
5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.
Signature of Authorized Representative
4 17 18 Date
STATE OF Florida
COUNTY OF Monroe
PERSONALLY APPEARED BEFORE ME, the undersigned authority,
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this 17 day of April , 20 18.
DEBORAH GREEN MY COMMISSION # GG 043222
EXPIRES: November 19, 2020 Bonded Thru Notary Public Underwriters  NOTARY PUBLIC  My Commission Expires:
NOTARY PUBLIC My Commission Expires:

#### **PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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."

RELATIONSHIP DISCLOSURE AFFIDAVIT (CONTRACT FORM 'RDA')

#### THE SCHOOL DISTRICT OF MONROE COUNTY

#### **BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

Marathon, State of Floride, and according to law on my oath, and under penalty of perjury, depose and say that;
1) I am the authorized representative of the company or entity making a proposal for a project described as follows:  Name of company/vendor: Barnes Alarm Systems, Inc. and Nature of services  presently being offered to School District: Building Fire Alarm Service
2) I have have not, at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.
a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are listed below, including any current or previous work done for Monroe County School District.  b.) Include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed.  Former Senice Contract with district.  Currently service on Po basis and provide parts when requested.
3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.    U   7   8     Date   (Signature of Authorized Representative)
STATE OF Florida COUNTY OF Monroe
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

#### DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Barnes Alarm Systems, Inc.
(Name of Business)

- 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 section (1).
- 4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 (Florida Statutes) 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, or 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.

Applicant's Signature

4 16 18 Date

SB 988 - HIGH-RISK OFFENDERS

by Argenziano (HB 7103 by Safety & Security Council)

**AMENDS:** ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

CREATES: ss. 1012.321, 1012.467, 1012.468, F.S.

EFFECTIVE: July 1, 2007

THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines "noninstructional contractor" to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor's employees and subcontractors and subcontractor's employees. The bill defines "school grounds" to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

**Monroe County School District Vendor Information Sheet** 

Vendor Name:	Barnes Alarm Systems, Inc.
Federal EIN/SSN:	EF20000 482
Primary Address:	3201 flagler Ave. Suite 503 Keywest 33040
**************************************	11400 Overseas Highway Stute 111 Marathon 33050 92300 Overseas Highway Sufe 205 Tavernier 33070
Payment Address:	3201 Plagler Ave. Suite 503 Key West, Pl 3305D
Compart Name	
Contact Name:	Christopher Globe
Phone: <u>305.743.73</u>	$334 / 813 \cdot 484 / 7573$ ext
Fax: 305.77	28.0580
E-Mail: Chrisa	@barnes alarm systems. com

#### **ACKNOWLEDGMENT OF ADDENDUM**

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com

ADDENDUM NO DATED	
ADDENDUM NO DATED	
* Not aware of any.	
Date: 4 16 18 Applicant's Signature	_

Proof of Insurability

KEYS INSURANCE SERVICES
5800 OVERSEAS HIGHWAY UNIT 43
MARATHON FL 33050

Monroe County School District 241 TRUMBO RD KEY WEST FL 33040 USA KEY WEST FL 33040



DATE (MM/DD/YYYY) 4/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PAYCHEX INSURANCE AGENCY INC (A/C, No): (888) 443-6112 (A/C, No, Ext): E-MAIL ADDRESS: 210754 P: F: (888) 443-6112 PO BOX 33015 NAICE INSURER(S) AFFORDING COVERAGE 29459 SAN ANTONIO TX 78265 INSURERA: Twin City Fire Ins Co INSURED INSURER B INSURER C BARNES ALARM SYSTEMS INC INSURER D 3201 FLAGLER AVE STE 503 INSURER E KEY WEST FL 33040 INSURER F **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY FFF POLICY EXP ADDL SUBR INSR WVD LIMITS TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY **GENERAL AGGREGATE** GEN'L AGGR<u>EGATE</u> LIMIT <u>APPL</u>IES PER: PRODUCTS - COMP/OP AGG POLICY JECT OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) ANY AUTO OWNED SCHEDULED BODILY INJURY (Per accident) **AUTOS ONLY** AUTOS NON-OWNED HIRED PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY (Per accident) EACH OCCURRENCE **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION S DED отн X STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT VIN OFFICER/MEMBER EXCLUDED? N/ A °1,000,000 02/17/2018 02/17/2019 E.L. DISEASE- EA EMPLOYEE (Mandatory in NH) 76 WEG AC7618 If yes describe under E.L. DISEASE - POLICY LIMIT 1,000,000 DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations. CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** Monroe County School District Susan S. Castaneda 241 TRUMBO RD KEY WEST FL 33040 USA KEY WEST, FL, 33040



DATE (MM/DD/YYYY) 4/16/2018

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REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT KEYS INSURANCE SERVICES (ðC, No): (305) 743-0582 (A/C, No, Ext): (305) 743-0494 211420 P: (305) 743-0494 F: (305) 743-0582 ADDRESS: 5800 OVERSEAS HIGHWAY UNIT 43 NAIC# INSURER(S) AFFORDING COVERAGE 22357 MARATHON FL 33050 INSURERA: Hartford Accident & Indemnity Co INSURED INSURER B INSURER C BARNES ALARM SYSTEMS INC INSURER D 3201 FLAGLER AVE STE 503 INSURER E : KEY WEST FL 33040 INSURER F COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF ADDL SUBR INSR WVD POLICY EXP TVPF OF INCURANCE LIMITS POLICY NUMBER LTR EACH OCCURRENCE **COMMERCIAL GENERAL LIABILITY** DAMAGE TO RENTED CLAIMS-MADE loccur PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRO-JECT PRODUCTS - COMP/OP AGG POLICY LOC OTHER: COMBINED SINGLE LIMIT 1,000,000 AUTOMOBILE LIABILITY (Ea accident) **BODILY INJURY (Per person)** X ANY AUTO OWNED SCHEDULED BODILY INJURY (Per accident) Α Х 02/27/2018 02/27/2019 21 UEC HV8232 AUTOS ONLY HIRED AUTOS NON-OWNED PROPERTY DAMAGE Х Х AUTOS ONLY AUTOS ONLY (Per accident) EACH OCCURRENCE **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED OTH WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED? N/ A E.L. DISEASE- EA EMPLOYEE (Mandatory in NH) If yes describe under E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations. Certificate holder is an additional Insured per the Commercial Auto Broad Form Endorsement HA9916, attached to this policy. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** Monroe County School District Sugar S. Castareda, 241 TRUMBO RD KEY WEST FL 33040 USA

KEY WEST, FL, 33040



DATE (MM/DD/YYYY) 04/16/2018

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COVERAGES CERTIFICATE NUMBER: 18-19 Master GL REVISION NUMBER:										
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD										
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,										
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
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A	Н	<del></del>			GLO531251	03/01/2018	03/01/2019	PERSONAL & ADV INJURY	<b>\$ 1,000,000</b>	
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Monroe County School District ACCORDANCE WITH THE POLICY PROVISIONS.								·		
		241 Trumbo Road								
l		241 Humbo Rodu			F	AUTHORIZED REPRESE		_		
	Key West FL 33040 Fatfell									



DATE (MM/DD/YYYY) 4/16/2018

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certificate holder in lieu of such endorsement(s).													
PRODUCER						CONTACT Certificate Department							
El	El Dorado Insurance Agency, Inc.				PHONE (A/G, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125 E-MAIL ADDRESS, Certificates@eldoradoinsurance.com								
El	l Dorado Sec Srvs Ins Agy					ec.certifi	cates@ele	doradoinsu	rance.c	om			
PO Box 66571				ADDICE			DING COVERAGE	<del></del>		NAIC#			
	ston TX 77	266			W.G.LOF			Specialty	Ingura	200	44520		
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	nes Alarm Systems, Inc.				INSURE	RC:							
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Key	West FL 33				INSURE								
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INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP						
2.111	X COMMERCIAL GENERAL LIABILITY	101502	11111		***************************************			EACH OCCURREN	ICE	\$	1,000,000		
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	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (F		\$			
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	DED RETENTIONS									\$			
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDE	***************************************	s			
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	(Mandatory in NH) if yes, describe under									s			
	DÉSCRIPTION OF OPERATIONS below	+	-					E.L. DISEASE - PO	ALICT LIMIT	3			
The	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the												
	ned insured and the certif							LUCCH COM					
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	l la companya di managanta di ma												
CERTIFICATE HOLDER CANCELLATION													
CERTIFICATE HOLDER CANCELLATION													
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Monroe County School District					THE	EXPIRATION	DATE THE	EREOF, NOTICE	E WILL I	BE DE	LIVERED IN		
241 Trumbo Road						ACCORDANCE WITH THE POLICY PROVISIONS.							
Key West,, FL 33040													
					AUTHORIZED REPRESENTATIVE								

R.L. Ring, Jr./GA10

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your pelicy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not show	wn above, will be shown in the Declarations.

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations						
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury".	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury".						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.							

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:** 

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

#### whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



#### STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783 (850) 487-1395

BARNES, GREGORY H BARNES ALARM SYSTEMS INC 3201 FLAGLER AVE. SUITE 503 KEY WEST FL 33040

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EF20000482

ISSUED: 07/07/2016

CERT ALARM SYSTEM CONTRACTOR I BARNES, GREGORY H BARNES ALARM SYSTEMS INC

IS CERTIFIED under the provisions of Ch. 489 FS. Expiration date: AUG 31, 2018 L1607070001384

#### DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

#### LICENSE NUMBER

EF20000482

The ALARM SYSTEM CONTRACTOR I Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2018

BARNES, GREGORY H
BARNES ALARM SYSTEMS INC
3201 FLAGLER AVE.
SUITE 503
KEY WEST FL 33040







ISSUED: 07/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607070001384

(Rev. December 2014) Department of the Treasury Internal Revenue Service

#### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												
	Barnes' Alarm Systems, Inc												
S.	2 Business name/disregarded entity name, if different from above												
ge			7										
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven box	1	4 Exemptions (codes apply only to certain entities, not individuals; see										
S	☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation ☐ Partners	Trust/e	3):	us, see	3								
Print or type Instructions	single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=		1	Exempt payee code (if any)									
or t	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate	Exemption from FATCA reporting											
nt o	the tax classification of the single-member owner.		code (if any)										
F P	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)										
SC.	5 Address (number, street, and apt. or suite no.)			name an					Ĺ				
Spe	3201 Flagler Ave # 503	1/10	nroe	troe County School astrict									
See	6 City, state, and ZIP code		241 Trumbo Ed Du West, PC 33040										
0)	Key West, FI 33040	104	zy We	it, 62	- 33	3040							
	7 List account number(s) here (optional)												
Par	Townsyay Identification Number (TIN)								2001111111111				
-	Taxpayer Identification Number (TIN)  your TIN in the appropriate box. The TIN provided must match the name given on line	1 to sugid	So	cial secu	rity r	umber				$\neg$			
backu	p withholding. For individuals, this is generally your social security number (SSN). How	wever, for a		T	1		1 Г		ТТ	ᅱ			
reside	nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. Fe	or other			-		-						
	s, it is your employer identification number (EIN). If you do not have a number, see <i>Ho</i>	w to get a	or		J		J L						
	If the account is in more than one name, see the instructions for line 1 and the chart of	[Flever identification number											
	ines on whose number to enter.					П	T	Π					
		6	5 -	0	2 7	8	4 0	5					
Par	II Certification			i		·	-						
Under	penalties of perjury, I certify that:												
1. Th	e number shown on this form is my correct taxpayer identification number (or I am wai	iting for a nu	mber to	o be issu	ied t	to me); a	and						
Se	n not subject to backup withholding because: (a) I am exempt from backup withholdin vice (IRS) that I am subject to backup withholding as a result of a failure to report all in longer subject to backup withholding; and	ng, or (b) I ha nterest or div	ve not vidends	been no s, or (c) t	tifie he If	d by the RS has r	Internotifie	nal Rev	enue hat I a	am			
3. l ai	n a U.S. citizen or other U.S. person (defined below); and												
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA	reporting is o	correct.										
becau	ication instructions. You must cross out item 2 above if you have been notified by th se you have failed to report all interest and dividends on your tax return. For real estat at paid, acquisition or abandonment of secured property, cancellation of debt, contrib- ally, payments other than interest and dividends, you are not required to sign the certi-	te transaction utions to an i	ns, iten individu	n 2 does ual retire	not	apply. I at arrang	or m	ortgag nt (IRA)	and	g			
instru	ctions on page 3.												
Sign Here		Date ►	4/1	4/18	7								
Gen	eral Instructions • Form 1098 (h	nome mortgage	e interes	it), 1098-l	E (stu	ident loai	n inter	est), 109	98-T				

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- · Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- · Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- . Form 1099-B (stock or mutual fund sales and certain other transactions by
- Form 1099-S (proceeds from real estate transactions)
- . Form 1099-K (merchant card and third party network transactions)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



12 Clintonville Road Northford, CT 06472-1653 USA

203-484-7161 203-484-7118 Fax

April 13, 2018

To Whom it May Concern:

Please be advised that Barnes Alarm Systems, Inc. is an authorized NOTIFIER equipment distributor and installer of NOTIFIER Fire Systems. NOTIFIER systems are supplied through a worldwide network of Engineered System Distributors (ESD's). Authorized NOTIFIER ESD's meet and maintain strict standards of training on NOTIFIER products and are kept abreast of product enhancements and technical issues through regular updates and mailings.

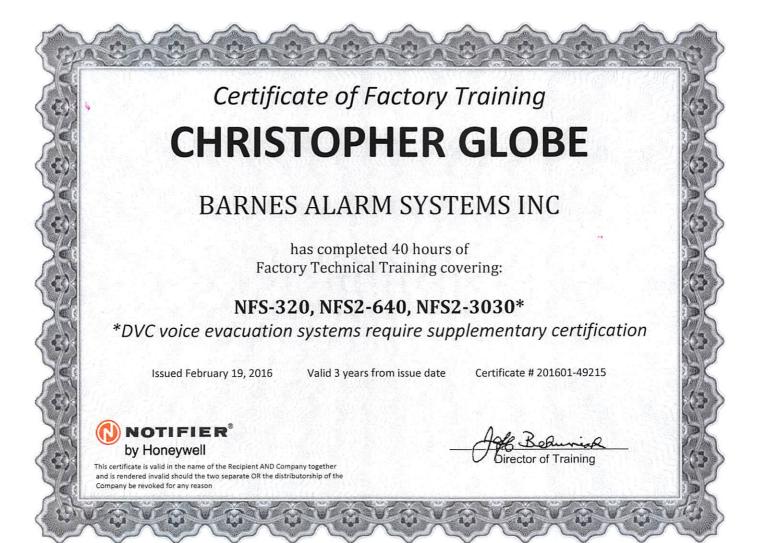
Each authorized distributor agrees to a specific "territory" assignment defined in their Distributorship Agreement. The distributor agrees that it "... shall not, without the prior written consent of Manufacturer sell or transfer for sale or resale, install or service any Product outside the Territory." Territory assignments are designed to ensure that the distributor is able to provide service to products sold within a reasonable time period.

Should you have any questions regarding this information, please contact me. We sincerely appreciate your past and future confidence in NOTIFIER products and service providers.

Sincerely,

Jeff DiPeso - Notifier Field Sales Manager

Honeywell Security and Fire





# NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

Providing Certification Programs Since 1961

BE IT KNOWN THAT
Christopher W. Globe

IS HEREBY AWARDED CERTIFICATION AT

LEVEL II

IN FIRE PROTECTION ENGINEERING TECHNOLOGY FIRE ALARM SYSTEMS

BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE, EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.

Certification Valid through July 1, 2020

**CERTIFICATION NUMBER 138393** 

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

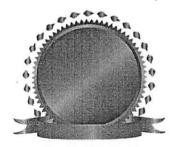
# Certificate Of Completion

FASA/BASA Renewal 6 Hr Combo Course

# **Peter Fines**

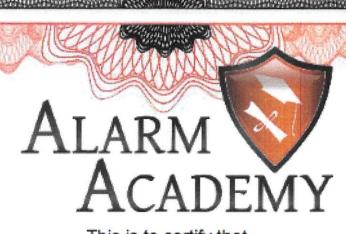
Has successfully completed 6 CE hours, and is in compliance with the training requirements of F.S.489.518 & 489.5185

ECLB Provider # 0005148 Course #0800370 & #0800372



April 12, 2018

FASABASA.COM



This is to certify that

# **Richard Breen**

has satisfactorily completed the online studies for the course titled

# **BASA/FASA Initial Certification 14 Hour**

(BASAeb0801791/FASAeb0801793) (Course Provider 0001140)

Date passed: June 24, 2017

Student ID: rickb@barnesalarmsystems.com





This is to certify that

# **Corey Krohn**

has satisfactorily completed the online studies for the course titled

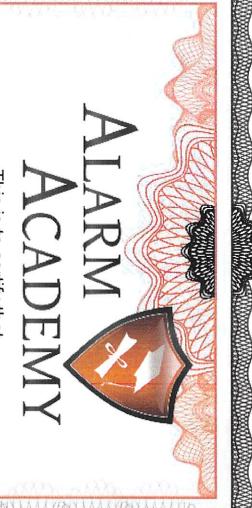
# **BASA/FASA Initial Certification 14 Hour**

(BASAeb0800901/FASAeb0800927) (Course Provider 0001140)

Date passed: March 06, 2017

Student ID: coreyk@barnesalarmsystems.com





This is to certify that

# Johnny Rojas

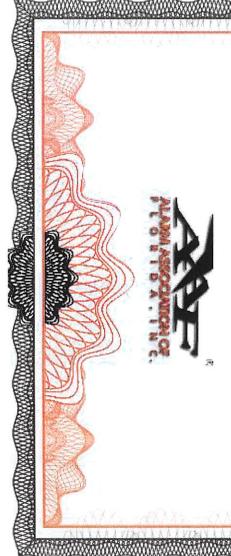
has satisfactorily completed the online studies for the course titled

# BASA/FASA Initial Certification 14 Hour

(BASAeb0800901/FASAeb0800927) (Course Provider 0001140)

Date passed: March 09, 2017

Student ID: johnnyr@barnesalarmsystems.com







Barnes' Alarm Systems, Inc. EF License# EF20000482 3201 Flagler Ave, Suite 503 Key West, FL 33040

# Response times:

Barnes Alarm Systems, Inc. has three convenient office locations servicing "only" the Florida Keys. One location in Key West, one in Marathon and the third in Tavernier. We have several technicians in each area that can respond and/or be dispatched to any district location within the specified time frame. Service call response time to be less than 8 hours - calls requested prior to 12pm shall be attended to the same day and calls requested after 12pm shall attended to the following morning, if we are unable to arrive prior to 5pm. We have 2 technicians and 2 managers on call 24 hours, 7 days a week for any after hours or weekend assistance.

Key West office – 3201 Flagler Ave., Suite 503 Key West, FL 33040 Marathon – 11400 Overseas Highway Suite 111 Marathon, FL 33050 Tavernier – 92300 Overseas Highway Suite 205 Tavernier, FL 33070

Sincerely,

Christopher Globe Operations Manager NICET II 138393 813-484-7573 cell

305-743-7334 office

# APPENDIX B: PRICE SHEET

	Hour	Annual			
Locations	Technician	Helper	Recertification Fee		
Key West					
Administration and Transportation Buildings	\$78.50	\$45.00	\$399.50		
Gerald Adams Elementary	\$78.50	\$4500	\$1350.00		
Horace O'Bryant School	\$78.50	\$45,00	\$ 2690.10		
Key West High School	\$78.50	\$45.00	\$2755,35		
May Sands School	\$78.50	\$45,00	\$399.12		
Poinciana Elementary	\$78.50	\$45.00	\$929.25		
Lower Keys					
Sugarloaf School	\$78.50	\$45.00	\$2070.00		
Middle Keys					
Marathon School	\$78,50	\$45.00	\$ 2250,00		
Stanley Switlik Elementary	\$78.50	\$ 45,00	\$1170.00		
Upper Keys					
Coral Shores High School	\$78.50	\$45.00	\$2790,00		
Plantation Key School	\$78.50,	\$45,00	\$ 1170,00		
TOTALS	\$78.50hr	\$45.00/hr	\$ 17,913.22		

# APPENDIX A: DEVICE LIST

Currently all district locations and devices, with the exception of Key Largo School, are included in this contract. New locations or devices may be added or removed based on district needs. Annual testing, inspection, and certification will be paid based on lump sum. Any new or added properties will use time and materials billing according to proposed labor rates. The following numbers are current estimates of the number and type of devices:

241 Trumbo – Administration Building					
Manual Stations; Non-coded	Quantity	10			
Smoke Detectors Photoelectric	Quantity	3			
Smoke Detectors; Ionization (Addressable)	Quantity	38			
Duct Smoke Detectors; Ionization	Quantity	2			
Heat Detectors; Fixed Temp./Rate-of-Rise	Quantity	5			
Horns/Strobes	Quantity	15			
Strobes	Quantity	8			
Booster Power Supplies	Quantity	1			
241 Trumbo – Transportation Building					
Manual Stations; Non-coded	Quantity	6			
Smoke Detectors Photoelectric	Quantity	2			
Heat Detectors; Fixed Temp./Rate-of-Rise	Quantity	6			
Coral Shores High School					
Manual Stations: Addressable	Quantity	50			
Smoke Detectors: Photoelectric (Addressable)	Quantity	29			
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	23			
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	94			
Extinguishing System Alarm Switches	Quantity	2			
Heat Detectors: Fixed Temperature/Rate-of-Rise [Explosion Proof]	Quantity	1			
Horns/Strobes	Quantity	107			
Strobes	Quantity	45			
AHU/Fan/Gas Interlocks	Quantity	24			
Automatic Fire Roll Up Doors	Quantity	4			
Elevator Recall System/Warning Lights	Quantity	3			
Horns and Strobes	Quantity	18			
Sprinkler Control Valves	Quantity	6_			
Fire Pump Supervision	Quantity	3			
Booster Power Supplies	Quantity	2			
Gerald Adams Elementary School					
Manual Stations; Non-coded	Quantity	29			
Constant Detectors Distriction	Quantity	24			
Smoke Detectors Photoelectric					

Duct Smoke Detectors; Photoelectric	Quantity	18
Heat Detectors; Fixed Temp./Rate-of-Rise	Quantity	16
Horns/Strobes	Quantity	29
Strobes	Quantity	3
Door Holders/Closures	Quantity	3
AHU/Fan Interlocks	Quantity	7
Booster Power Supplies	Quantity	1
Horace O'Bryant School	•	
Manual Stations: Addressable	Quantity	54
Smoke Detectors: Photoelectric (Addressable)	Quantity	26
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	40
Heat Detectors - Fixed Temperature/Rate-of-Rise (Addressable)	Quantity	11
Water Flow Switches - Mechanical	Quantity	11
Extinguishing System Alarm Switches	Quantity	1
Horns	Quantity	2
Mechanical Bells	Quantity	3
Speaker/Strobes	Quantity	45
Horns/Strobes	Quantity	141
Strobes	Quantity	169
AHU/Fan/Gas Interlocks	Quantity	39
Dampers	Quantity	1
NAC Controls	Quantity	10
Elevator Recall System/Warning Lights	Quantity	6
Power Monitors	Quantity	13
Sprinkler Control Valves	Quantity	16
Booster Power Supplies	Quantity	15
Key West High School		
Manual Stations: Addressable	Quantity	54
Manual Stations: Non-Coded	Quantity	10
Smoke Detectors: Photoelectric (Addressable)	Quantity	9
Smoke Detectors: Ionization (Addressable)	Quantity	9
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	55
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	167
Extinguishing System Alarm Switches	Quantity	2
Water Flow Switches: Mechanical (Addressable)	Quantity	3
Heat Detectors: Fixed Temperature/Rate of Rise: Non-Coded	Quantity	19
Horns/Strobes:	Quantity	169
Strobes	Quantity	52
Mechanical Bells	Quantity	1

AHU/Fan/Gas Interlocks	Quantity	24			
.Door Releases	Quantity	6			
Elevator Recall System/Warning Lights	Quantity	2			
Other Activated Devices	Quantity	2			
Sprinkler Control Valves	Quantity	7			
Fire Pump Supervision	Quantity	1			
Booster Power Supplies	Quantity	9			
Marathon Middle/High School					
Manual Stations: Addressable	Quantity	76			
Smoke Detectors: Photoelectric (Addressable)	Quantity	44			
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	57			
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	14			
Extinguishing System Alarm Switches	Quantity	2			
Water Flow Switches: Mechanical (Addressable)	Quantity	15			
Fire Shutter/Curtain Release	Quantity	3			
Horns/Strobes	Quantity	167			
Strobes	Quantity	155			
Horns	Quantity	5			
AHU/Fan/Gas Interlocks	Quantity	33			
.Speaker/Strobes	Quantity	69			
Elevator Recall System/Warning Lights	Quantity	7			
Gas Shutdowns	Quantity	4			
NAC Booster Control	Quantity	11			
Sprinkler Control Valves	Quantity	31			
Power/Trouble Monitor	Quantity	10			
Carbon Monoxide Detector	Quantity	1			
Booster Power Supplies	Quantity	17			
May Sands School					
Manual Stations: Addressable	Quantity	22			
Smoke Detectors: Ionization (Addressable)	Quantity	38			
Smoke Detectors: Photoelectric (Addressable)	Quantity	12			
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	3			
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	8			
Horns/Strobes:	Quantity	30			
Strobes:	Quantity	16			
Booster Power Supplies	Quantity	1			
Plantation Key School					
Manual Stations; Non-coded	Quantity	26			
Smoke Detectors Photoelectric	Quantity	18			

Duct Smoke Detectors; Photoelectric	Quantity	20
Heat Detectors; Fixed Temp./Rate-of-Rise	Quantity	28
Heat Detectors: Fixed Temperature/Rate-of-Rise	Quantity	7
Horns/Strobes	Quantity	42
Strobes	Quantity	4
AHU/Fan Interlocks	Quantity	20
Booster Power Supplies	Quantity	2
Poinciana Elementary School		
Manual Stations: Addressable	Quantity	33
Smoke Detectors: Photoelectric (Addressable)	Quantity	18
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	35
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	2
Extinguishing System Alarm Switches	Quantity	1
Water Flow Switches: Mechanical (Addressable)	Quantity	2
Horns/Strobes	Quantity	94
Strobes	Quantity	79
AHU/Fan/Gas Interlocks	Quantity	12
Elevator Recall System/Warning Lights	Quantity	3
Gas Shutdowns	Quantity	2
NAC Booster Control	Quantity	3
Door Releases	Quantity	6
Smoke Dampers	Quantity	2
Sprinkler Control Valves	Quantity	8
Power/Trouble Monitor	Quantity	10
Booster Power Supplies	Quantity	7
Stanley Switlik Elementary School		
Manual Stations: Addressable	Quantity	34
Smoke Detectors: Photoelectric (Addressable)	Quantity	19
Smoke Detectors: Ionization (Addressable)	Quantity	2
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	27
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	13
Heat Detectors: Fixed Temperature (Addressable)	Quantity	1
Horns/Strobes	Quantity	65
Strobes	Quantity	32
AHU/Fan/Gas Interlocks	Quantity	16
Elevator Recall System/Warning Lights	Quantity	1
Door Releases	Quantity	2
Power/Trouble Monitor	Quantity	2
Booster Power Supplies	Quantity	5

Sugarloaf School					
Manual Stations: Addressable	Quantity	30			
Manual Stations: Non-Coded	Quantity	15			
Smoke Detectors: Photoelectric (Addressable)	Quantity	4			
Smoke Detectors: Ionization: Non-Coded	Quantity	5			
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	34			
Duct Smoke Detectors: Photoelectric: Non-Coded	Quantity	11			
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	80			
Heat Detectors: Fixed Temperature (Addressable)	Quantity	4			
Heat Detectors: Fixed Temperature: Non-Coded	Quantity	13			
Extinguishing System Alarm Switches	Quantity	1			
Horns/Strobes	Quantity	103			
Horns/Strobes	Quantity	27			
Strobes	Quantity	38			
Strobes	Quantity	14			
Horns	Quantity	6			
AHU/Fan/Gas Interlocks	Quantity	17			
Booster Power Supplies	Quantity	7			



DATE (MM/DD/YYYY) 4/16/2018

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). NAME: PHONE (A/C, No, Ext): PAYCHEX INSURANCE AGENCY INC (A/C, No): (888) 443-6112 E-MAIL ADDRESS: 210754 P: F: (888) 443-6112 PO BOX 33015 NAICE INSURER(S) AFFORDING COVERAGE 29459 SAN ANTONIO TX 78265 INSURERA: Twin City Fire Ins Co INSURED INSURER B INSURER C BARNES ALARM SYSTEMS INC INSURER D 3201 FLAGLER AVE STE 503 INSURER E KEY WEST FL 33040 INSURER F **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY FFF POLICY EXP ADDL SUBR LIMITS TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY **GENERAL AGGREGATE** GEN'L AGGR<u>EGATE</u> LIMIT <u>APPL</u>IES PER: PRODUCTS - COMP/OP AGG POLICY JECT OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) ANY AUTO OWNED SCHEDULED BODILY INJURY (Per accident) **AUTOS ONLY** AUTOS NON-OWNED HIRED PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY (Per accident) EACH OCCURRENCE **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION S DED отн X STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT VIN OFFICER/MEMBER EXCLUDED? N/ A °1,000,000 02/17/2018 02/17/2019 E.L. DISEASE- EA EMPLOYEE (Mandatory in NH) 76 WEG AC7618 If yes describe under E.L. DISEASE - POLICY LIMIT 1,000,000 DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations. CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** Monroe County School District Susan S. Castaneda 241 TRUMBO RD KEY WEST FL 33040 USA KEY WEST, FL, 33040 © 1988-2015 ACORD CORPORATION. All rights reserved.



DATE (MM/DD/YYYY) 4/16/2018

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AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED? N/ A E.L. DISEASE- EA EMPLOYEE (Mandatory in NH) If yes describe under E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations. Certificate holder is an additional Insured per the Commercial Auto Broad Form Endorsement HA9916, attached to this policy. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** Monroe County School District Sugar S. Castareda, 241 TRUMBO RD KEY WEST FL 33040 USA

KEY WEST, FL, 33040



DATE (MM/DD/YYYY) 04/16/2018

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CO	COVERAGES CERTIFICATE NUMBER: 18-19 Master GL REVISION NUMBER:								
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A	Н		Y		GLO531251	03/01/2018	03/01/2019	PERSONAL & ADV INJURY	<b>\$ 1,000,000</b>
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	GEN	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	Н	OTHER:				ļ		Professional Liability	\$ 1,000,000
	AUT	OMOBILE LIABILITY		$\vdash$	-			COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
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l		PROPRIETOR/PARTNER/EXECUTIVE			•			E.L. EACH ACCIDENT	\$
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1		Monroe County School District 241 Trumbo Road			Ĺ				
l		241 Humbo Rodu			F	AUTHORIZED REPRESE		_	
Key West FL 33040 That Fell of									



DATE (MM/DD/YYYY) 4/16/2018

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certificate holder in lieu of such endorsement(s).											
PRODUCER CONTACT Certificate Department											
El	El Dorado Insurance Agency, Inc.				PHONE (A/C, No, Ext): (713) 521-9251  E-MAIL ADDRESS, Certificates@eldoradoinsurance.com						
El Dorado Sec Srvs Ins Agy					E-MAIL	ce. certifi	cates@elc	loradoinsur	ance.c	om	
PO Box 66571					ADDICE			DING COVERAGE	······································	***************************************	NAIC#
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	nes Alarm Systems, Inc.				INSURE	RC:					
	1 Flagler Avenue				INSURE						
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Key	West FL 330				INSURE						
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	(Mandatory in NH)							E.L. DISEASE - EA	EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below				I and a second			E.L. DISEASE - PO	LICY LIMIT	\$	
									Augustus en summer		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.											
CE	RTIFICATE HOLDER				CANO	ELLATION					
	Monroe County School 241 Trumbo Road	Dis	tri	ct	THE	EXPIRATION	DATE THE	ESCRIBED POLICE EREOF, NOTICE BY PROVISIONS.	WILL I	ANCEL BE DE	LED BEFORE LIVERED IN
Key West,, FL 33040			AUTHORIZED REPRESENTATIVE								

R.L. Ring, Jr./GA10

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your pelicy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not show	wn above, will be shown in the Declarations.

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations			
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury".	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury".			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

## However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:** 

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

#### whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# **Monroe County School District**

# **INVITATION TO BID**

# ITB 2018807

# **Building Fire Alarm Service**



Members of the Board

District # 1
BOBBY HIGHSMITH
Chairman

District # 2
ANDY GRIFFITHS

District # 3
MINDY CONN
Vice-Chairman

District # 4
JOHN R. DICK

District # 5
RONALD A. MARTIN

Mark T. Porter Superintendent of Schools Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed Proposal".

# **SEALED PROPOSAL • DO NOT OPEN**

SOLICITATION NO.: ITB 2018807
SOLICITATION TITLE: Building Fire Alarm Service
SUBMISSION DUE: April 20, 2018 at 1:00 PM

SUBMITTED BY: \_\_\_\_\_

(Name of Company)

DELIVER TO:

MONROE COUNTY SCHOOL DISTRICT

ATTN: Internal Services Department / Purchasing Division

241 Trumbo Road

Key West, FL 33040

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on <a href="www.demandstar.com">www.demandstar.com</a>. You should periodically check the Web site to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

# **TABLE OF CONTENTS**

Sealed Envelope Label	pg. 2	Acknowledgement of Addendum	pg. 25
Table of Contents	pg. 3	Statement of No Bid	pg. 26
Introduction	pg. 4	Contractor Rules	pg. 27
		Debarment Certification	pg. 28
Signature Page for Bid	pg. 5	Identical Tie Proposal	pg. 29
Scope of Work	pg. 6	Non-Collusion Affidavit	pg. 30
Appendix A	pg. 7	Public Entity Crime Statement	pg. 31
Appendix B	pg. 14		
General Information	pg. 15	Relationship Disclosure Affidavit	pg. 32
General information	pg. 13	Drug Free Workplace Form	pg. 33
- Calendar of Events		High Risk Offenders	pg. 34
- Submittal Requirements		Request for Taxpayer Identification No.	pg. 35
- Conditions and Limitations		,	P8. 22
- Insurance Requirements		Vendor Information Sheet	pg. 36
modiume negamements			
General Terms and Conditions	ng. 18		

# INVITATION TO BID

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on April 20, 2018 at 1:00 PM the School Board of Monroe County (the "School District" or "School Board") will open sealed proposals for the following:

# ITB 2018807 Building Fire Alarm Service

Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website <a href="www.demandstar.com">www.demandstar.com</a>. The public record documents are available on the district web site at <a href="www.KeysSchools.com">www.KeysSchools.com</a> or by contacting the Internal Services Department / Purchasing Division, 241 Trumbo Road, Key West, FL 33040.

Questions regarding the proposal should be directed by e-mail to Jessica Bailey – Buyer, Jessica.Bailey@KeysSchools.com.

All proposals must be received by the Internal Services Department / Purchasing Division on or before April 20, 2018 at 1:00 PM. No waivers shall be allowed for proposals which have not been submitted to the Internal Services Department / Purchasing Division by the deadline date. One (1) signed original, Two (2) copies, and one (1) electronic copy (PDF format – saved as one document which must be submitted with the bid package – it cannot be emailed) of the proposal package are to be submitted to:

Monroe County School District
Administration Building
Internal Services Department / Purchasing Division, Room 119
241 Trumbo Road
Key West, Florida 33040

The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.

Suanne C. Lee, CPPO, CPPB, FCRM, RMLO Director of Internal Services

Released in Key West, Florida, March 23, 2018

# District School Board of Monroe County Internal Services Department / Purchasing Division

# PROPOSAL FORM

DID DUE (DID ODENING DATE TIME, ADDU 30, 2010 AT 1.00 DM		
BID DUE /BID OPENING DATE/TIME: APRIL 20, 2018 AT 1:00 PM		
RETURN ONE (1) SIGNED ORIGINAL, TWO (2)		
COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT)		
OF THE PROPOSAL. NO OTHER PROPOSAL FORM WILL BE ACCEPTED	NAME OF COMPANY	
FORM WILL BE ACCEPTED	NAIVIE OF COMPANY	
PLEASE BE SURE THAT THE NAME OF		
YOUR COMPANY APPEARS ON EACH PAGE OF THIS PROPOSAL FORM.	ADDRESS OF COMPANY	
	PRINT NAME OF AUTHOR	RIZED SIGNATURE
IF SIGNED BY AN AGENT OF NAMED COMPANY		
WRITTEN EVIDENCE FROM THE OWNER OF RECORD OF HIS/HER AUTHORITY MUST	EMAIL ADDRESS	
AUTHORITY MUST ACCOMPANY THIS PROPOSAL.	LIVIAIL ADDRESS	
	TELEPHONE No.	FAX
Proposal  I hereby certify that: I am submitting the following information as my firm's (proposer) and unconditional acceptance of the contents of Pages 1 through 36 inclusive of this hereto; proposer agrees to be bound to any and all specifications, terms and condition that the following are requirements of this ITB and failure to comply will result in compared the proposal with other proposers and has not colluded with any other procontained herein is part of the public domain as defined by the State of Florida Suns this proposal are true and accurate.	Invitation to Bid, and all appendices and the ns contained in the Invitation to Bid, and any isqualification of proposal submitted; propose poser or party to any other proposal; propose	contents of any Addenda released released Addenda and understand er has not divulged, discussed, or r acknowledges that all information
Signature of Proposer's Authorized Representative (blue ink preferred on original)		_Date
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representat	tive
5		

#### **SCOPE OF WORK**

- 1. General The Monroe County School District is requesting bids for building fire alarm service. The initial contract will be for one year with the option of up to three additional one year renewals.
  - a. All on site personnel must obtain a Monroe County Schools ID badge indicating they have cleared required district security checks, prior to being sent on site. The successful company must be willing to keep at least two service people badged. The contractor will need to arrange for staff to go to the Key West or Tavernier personnel department for finger printing. They will also need to be responsible for the fingerprinting cost of around \$75 per employee.
  - b. Technician Labor Provide qualified labor to augment owner's staff for Certification, technical assistance, emergencies, expediting, and small projects involving service or installation of building fire alarm systems (BFAS).
  - c. Contractor's labor shall come prepared to work with all tools, testers, and equipment required to perform BFAS certification, service and installation work. These shall include all ladders, hand tools, power tools, interface devices, and electrical testing devices.
  - d. The contractor should come prepared with standard electrical parts, piping, fittings, connectors and accessories required to service and install BFAS Examples of these are wire connectors, contactors, relays, piping, pressure switches, and wire.
  - e. Normal response time to service call is to be less than 8 hours throughout all schools within the Monroe County District. Requests prior to 12:00 pm shall be responded to that day. Requests after 12:00pm shall be first thing in the morning of the next day. Emergency response time to respond at the request of the Fire Marshal shall be 4 hours or less and shall be available 24 hours per day, seven days per week.
  - f. All work is to be coordinated and approved by the owner's staff. Work will be approved via email notification.
  - g. Provide pricing in hourly rates for Certified Technician and Technician's Helper for normal working hours of 7am to 5 PM Monday through Friday. Work during times outside the normal working hours will be paid at overtime rates. Overtime rates will be at one and one half time the normal rate. The second person on the job shall be billed as a technician's helper regardless of their actual title or position.
  - h. Generally, parts and equipment will be provided by the owner. Parts provided by the contractor will be billed at a cost plus 15% overhead plus 10% profit basis. Costs shall be documented by purchase receipts and are subject to review and challenge if inappropriate.
  - i. If a lift or scaffolding is required for a project the owner will provide outside of this contract or will pay the contractor via the parts and equipment provision above. Decision for if and how the lift is provided is up to the owner's discretion.

- j. All systems located in the district shall be recertified during the period between spring break and the end of school summer break. This period changes each year. It is the responsibility of the contractor to coordinate the certification dates for each site prior to the end of the school year. This shall be done in a manner to minimize overtime requirements.
- k. Access for certification will be made via a master key and school map layout. Master key must be returned daily. Final payment will not be made until keys are returned. The district key policy shall be used to control keys.

#### 2. Qualifications

- a. The contractor must be licensed to work on BFAS and must be a Notifier Certified Dealer.
- b. The contractor's technicians must be certified to work on Notifier BFAS.
- c. Insurance as listed in this specification.
- d. The BFAS contractor must maintain a current State EF license. Technicians shall also be FASA certified.
- e. Helpers can be used for work within their capabilities as agreed to by the owner and as supervised by a Certified Technician.
- f. Contractor's staff must have complete knowledge of Monroe County Schools' BFAS (see Appendix A: Device List).
  - i. This includes panel operation and programming, system expansion, and troubleshooting. This contractor will be enlisted to assist on problems not solvable by the owner's staff. Detailed complete knowledge is required.
  - ii. Inability to address these types of problems will be considered as grounds to terminate the contract agreement.

# 3. Warranty

- a. Warranty work shall be corrected by the contractor at no additional cost to the owner. Warranty period shall begin on the date the project is completed as documented by a completed work order in the owner's system. Warranty items shall include defective workmanship, parts, and equipment for 1 year.
- b. All warranty work is to be completed in a timely manner following the response times listed in this document. Reasonable shipping times for parts and equipment will be considered.

## 4. Pricing/Awarding:

a. Pricing shall be provided on a site by site basis. Provide hourly rates and lump sum pricing for recertification of sites on the Price Sheet (Appendix B).

- b. Sites may be added or removed as needed by the district. If a site is added, hourly rate pricing for the closest geographical site will be used.
- c. The District reserves the right to award in lump sum or site by site depending on what best suits the District's needs with regard to pricing and support consolidation.
- d. Hourly rate prices will be added together and that total given a 30% weight factor. Lump Sum annual recertification fees will be added and given a 70% weight factor. Award will be based on the lowest weighted combined price.
- 5. Bidders who do not meet the following qualifications will not be considered:
  - a. Contractor State EF license
  - b. FASA certification for technicians
  - c. Notifier Certified Dealer
  - d. Notifier Technician Certification
  - e. Ability to meet the specified response times as listed in section 1.e.

# 6. Bid Requirements

- a. All signature pages from this bid document, signed and notarized (if required).
- b. Proof of insurability. The district will require the contractor to list Monroe County School District as additional insured.
- c. Copies of required licenses and certifications.
  - i. Contractor State EF license
  - ii. FASA certification
  - iii. Notifier Certified Dealer
  - iv. Notifier Technician Certification
- d. Explanation on how your company will meet the required response times
- e. Price Sheet (Appendix B)

# **APPENDIX A: DEVICE LIST**

Currently all district locations and devices, with the exception of Key Largo School, are included in this contract. New locations or devices may be added or removed based on district needs. Annual testing, inspection, and certification will be paid based on lump sum. Any new or added properties will use time and materials billing according to proposed labor rates. The following numbers are current estimates of the number and type of devices:

241 Trumbo – Administration Building			
Manual Stations; Non-coded	Quantity	10	
Smoke Detectors Photoelectric	Quantity	3	
Smoke Detectors; Ionization (Addressable)	Quantity	38	
Duct Smoke Detectors; Ionization	Quantity	2	
Heat Detectors; Fixed Temp./Rate-of-Rise	Quantity	5	
Horns/Strobes	Quantity	15	
Strobes	Quantity	8	
Booster Power Supplies	Quantity	1	
241 Trumbo – Transportation Building			
Manual Stations; Non-coded	Quantity	6	
Smoke Detectors Photoelectric	Quantity	2	
Heat Detectors; Fixed Temp./Rate-of-Rise	Quantity	6	
Coral Shores High School			
Manual Stations: Addressable	Quantity	50	
Smoke Detectors: Photoelectric (Addressable)	Quantity	29	
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	23	
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	94	
Extinguishing System Alarm Switches	Quantity	2	
Heat Detectors: Fixed Temperature/Rate-of-Rise [Explosion Proof]	Quantity	1	
Horns/Strobes	Quantity	107	
Strobes	Quantity	45	
AHU/Fan/Gas Interlocks	Quantity	24	
Automatic Fire Roll Up Doors	Quantity	4	
Elevator Recall System/Warning Lights	Quantity	3	
Horns and Strobes	Quantity	18	
Sprinkler Control Valves	Quantity	6	
Fire Pump Supervision	Quantity	3	
Booster Power Supplies	Quantity	2	
Gerald Adams Elementary School			
Manual Stations; Non-coded	Quantity	29	
Smoke Detectors Photoelectric	Quantity	24	
Smoke Detectors; Ionization	Quantity	15	

Duct Smoke Detectors; Photoelectric	Quantity	18
Heat Detectors; Fixed Temp./Rate-of-Rise	Quantity	16
Horns/Strobes	Quantity	29
Strobes	Quantity	3
Door Holders/Closures	Quantity	3
AHU/Fan Interlocks	Quantity	7
Booster Power Supplies	Quantity	1
Horace O'Bryant School		
Manual Stations: Addressable	Quantity	54
Smoke Detectors: Photoelectric (Addressable)	Quantity	26
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	40
Heat Detectors - Fixed Temperature/Rate-of-Rise (Addressable)	Quantity	11
Water Flow Switches - Mechanical	Quantity	11
Extinguishing System Alarm Switches	Quantity	1
Horns	Quantity	2
Mechanical Bells	Quantity	3
Speaker/Strobes	Quantity	45
Horns/Strobes	Quantity	141
Strobes	Quantity	169
AHU/Fan/Gas Interlocks	Quantity	39
Dampers	Quantity	1
NAC Controls	Quantity	10
Elevator Recall System/Warning Lights	Quantity	6
Power Monitors	Quantity	13
Sprinkler Control Valves	Quantity	16
Booster Power Supplies	Quantity	15
Key West High School		
Manual Stations: Addressable	Quantity	54
Manual Stations: Non-Coded	Quantity	10
Smoke Detectors: Photoelectric (Addressable)	Quantity	9
Smoke Detectors: Ionization (Addressable)	Quantity	9
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	55
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	167
Extinguishing System Alarm Switches	Quantity	2
Water Flow Switches: Mechanical (Addressable)	Quantity	3
Heat Detectors: Fixed Temperature/Rate of Rise: Non-Coded	Quantity	19
Horns/Strobes:	Quantity	169
Strobes	Quantity	52
Mechanical Bells	Quantity	1

AHU/Fan/Gas Interlocks	Quantity	24	
Door Releases	Quantity	6	
Elevator Recall System/Warning Lights	Quantity	2	
Other Activated Devices	Quantity	2	
Sprinkler Control Valves	Quantity	7	
Fire Pump Supervision	Quantity	1	
Booster Power Supplies	Quantity	9	
Marathon Middle/High School			
Manual Stations: Addressable	Quantity	76	
Smoke Detectors: Photoelectric (Addressable)	Quantity	44	
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	57	
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	14	
Extinguishing System Alarm Switches	Quantity	2	
Water Flow Switches: Mechanical (Addressable)	Quantity	15	
Fire Shutter/Curtain Release	Quantity	3	
Horns/Strobes	Quantity	167	
Strobes	Quantity	155	
Horns	Quantity	5	
AHU/Fan/Gas Interlocks	Quantity	33	
Speaker/Strobes	Quantity	69	
Elevator Recall System/Warning Lights	Quantity	7	
Gas Shutdowns	Quantity	4	
NAC Booster Control	Quantity	11	
Sprinkler Control Valves	Quantity	31	
Power/Trouble Monitor	Quantity	10	
Carbon Monoxide Detector	Quantity	1	
Booster Power Supplies	Quantity	17	
May Sands School			
Manual Stations: Addressable	Quantity	22	
Smoke Detectors: Ionization (Addressable)	Quantity	38	
Smoke Detectors: Photoelectric (Addressable)	Quantity	12	
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	3	
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	8	
Horns/Strobes:	Quantity	30	
Strobes:	Quantity	16	
Booster Power Supplies	Quantity	1	
Plantation Key School			
Manual Stations; Non-coded	Quantity	26	
Smoke Detectors Photoelectric	Quantity	18	

Duct Smoke Detectors; Photoelectric	Quantity	20
Heat Detectors; Fixed Temp./Rate-of-Rise	Quantity	28
Heat Detectors: Fixed Temperature/Rate-of-Rise	Quantity	7
Horns/Strobes	Quantity	42
Strobes	Quantity	4
AHU/Fan Interlocks	Quantity	20
Booster Power Supplies	Quantity	2
Poinciana Elementary School		
Manual Stations: Addressable	Quantity	33
Smoke Detectors: Photoelectric (Addressable)	Quantity	18
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	35
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	2
Extinguishing System Alarm Switches	Quantity	1
Water Flow Switches: Mechanical (Addressable)	Quantity	2
Horns/Strobes	Quantity	94
Strobes	Quantity	79
AHU/Fan/Gas Interlocks	Quantity	12
Elevator Recall System/Warning Lights	Quantity	3
Gas Shutdowns	Quantity	2
NAC Booster Control	Quantity	3
Door Releases	Quantity	6
Smoke Dampers	Quantity	2
Sprinkler Control Valves	Quantity	8
Power/Trouble Monitor	Quantity	10
Booster Power Supplies	Quantity	7
Stanley Switlik Elementary School		
Manual Stations: Addressable	Quantity	34
Smoke Detectors: Photoelectric (Addressable)	Quantity	19
Smoke Detectors: Ionization (Addressable)	Quantity	2
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	27
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	13
Heat Detectors: Fixed Temperature (Addressable)	Quantity	1
Horns/Strobes	Quantity	65
Strobes	Quantity	32
AHU/Fan/Gas Interlocks	Quantity	16
Elevator Recall System/Warning Lights	Quantity	1
Door Releases	Quantity	2
Power/Trouble Monitor	Quantity	2
Booster Power Supplies	Quantity	5

Sugarloaf School		
Manual Stations: Addressable	Quantity	30
Manual Stations: Non-Coded	Quantity	15
Smoke Detectors: Photoelectric (Addressable)	Quantity	4
Smoke Detectors: Ionization: Non-Coded	Quantity	5
Duct Smoke Detectors: Photoelectric (Addressable)	Quantity	34
Duct Smoke Detectors: Photoelectric: Non-Coded	Quantity	11
Heat Detectors: Rate-of-Rise (Addressable)	Quantity	80
Heat Detectors: Fixed Temperature (Addressable)	Quantity	4
Heat Detectors: Fixed Temperature: Non-Coded	Quantity	13
Extinguishing System Alarm Switches	Quantity	1
Horns/Strobes	Quantity	103
Horns/Strobes	Quantity	27
Strobes	Quantity	38
Strobes	Quantity	14
Horns	Quantity	6
AHU/Fan/Gas Interlocks	Quantity	17
Booster Power Supplies	Quantity	7

**APPENDIX B: PRICE SHEET** 

Laatiana	Hourly Rate		Annual	
Locations	Technician	Helper	Recertification Fee	
Key West				
Administration and Transportation Buildings Gerald Adams Elementary				
Horace O'Bryant School				
Key West High School				
May Sands School				
Poinciana Elementary				
Lower Keys				
Sugarloaf School				
Middle Keys				
Marathon School				
Stanley Switlik Elementary				
Upper Keys				
Coral Shores High School				
Plantation Key School				
TOTALS				

# **GENERAL INFORMATION**

# A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a <u>tentative</u> calendar:

В.

CALENDAR OF EVENTS ITB 2018807			
DATE:	TIME (ET):	ACTION:	
March 23, 2018	8:00 AM	Release Solicitation	
March 23, 24, 26, 2018	Publication	Notice of Solicitation /Bid Opening	
April 9, 2018	5:00 PM	Last day for submission of written questions to MCSD	
April 10, 2018	5:00 PM	Last day for MCSD to post answers to questions	
April 20, 2018	1:00 PM	Proposal Due/Bid Opening (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)	
April 20, 2018	5:00 PM	Recommendation to Award	
May 8, 2018	3:00 PM	Board Meeting (Open to Public – Marathon High School, 350 Sombrero Beach Rd, Marathon, FL 33050)	

#### C. SUBMISSION REQUIREMENTS

All proposals must be submitted in sealed envelopes bearing on the outside the label provided on page 2 of this solicitation package. This includes: name of the Proposer and <u>ITB 2018807 – Building Fire Alarm Service</u>. The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer.

The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

One (1) original, two (2) copies, and one (1) electronic copy (PDF format – single file) of the proposal package must be submitted no later than April 20, 2018 at 1:00 PM to:

# Monroe County School District Administration Building - Internal Services Department / Purchasing Division, Room 119 241 Trumbo Road Key West, Florida 33040

#### D. CONDITIONS AND LIMITATIONS

- a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.
- b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.
- c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.
- d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.
- e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.
- f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.
- g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.
- h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.
- i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.
- j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.
- k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

#### E. INSURANCE REQUIREMENTS

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

#### **GENERAL TERMS & CONDITIONS**

#### 1. PREPARATION OF PROPOSALS:

- a) *Bidder's Liability:* Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) Submittal of Proposals: PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE. The return address label provided with your solicitation invitation packet should be affixed to the outside of your envelope identifying it as a sealed proposal. Submit proposals in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded. Any company not responding to this request with either a proposal or a "NO BID" may be removed from the active broadcast list.
- c) *Receipt of Proposals:* The Internal Services Department / Purchasing Division is not responsible for timely delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternative steps to ensure that their proposal is delivered to the **Internal Services Department / Purchasing Division** by the specified due date and time.

#### LATE PROPOSALS WILL NOT BE OPENED.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:
  - i) Completed and signed *Invitation Package*
  - ii) Completed *Proposal* form(s)
  - iii) Certificate of Insurance
- e) *Forms*: All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package *must* be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Facsimile (FAX) or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Internal Services Department / Purchasing Division reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.
- g) *Freight Terms:* All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The Internal Services Department / Purchasing Division will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.
- h) *Item Specifications*: Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.
- i) The term "No Substitutes" or "Only" may be used when compatibility with other articles or materials is required or if standardization is desired.
- ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.
- iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.
- i) *Insurance Certificate:* When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.
- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.
- k) *Proposal Organization*: Respondents are expected to organize their proposals in such a manner as to facilitate the

evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or **Invitation to Bid** being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

- 2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to <a href="Jessica.Bailey@KeysSchools.com">Jessica.Bailey@KeysSchools.com</a>. The Internal Services Department / Purchasing Division will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Internal Services Department / Purchasing Division by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit <a href="www.demandstar.com">www.demandstar.com</a> to obtain this information The following information is available from this location, 24 hours per day, 7 days per week:
- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check <a href="www.demandstar.com">www.demandstar.com</a> frequently for an updated list of issued addenda)
- · A listing of solicitations scheduled for award
- · Historical solicitation award information
- A copy of all required documentation
- 3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS: A proposal (or amendment thereto) will not be accepted by the Internal Services Department / Purchasing Division after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.
- **4. AMENDMENT & CANCELLATION:** The Internal Services Department / Purchasing Division reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or Invitation to Bid, at any time, if it is found to be in the best interest of the district to do so.
- 5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES: The district expressly

prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

- **6. QUALIFICATIONS OF RESPONDENT:** Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The Internal Services Department / Purchasing Division expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.
- 7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION: Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to an Invitation to Bid, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.
- **8. NON COLLUSION:** The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY **RESPONDENT:** The district reserves the right to retain all of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued

invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

- **10. SUBCONTRACTING:** The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.
- 11. INTELLECTUAL PROPERTIES: If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.
- 12. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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".
- 13. PROPOSAL PREPARATION COSTS: The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.
- **14. VARIANCE TO SOLICITATION DOCUMENTS:** For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or

specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

- 15. ADDENDA TO SOLICITATIONS IN PROCESS: Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents only by written addenda posted on <a href="www.demandstar.com">www.demandstar.com</a>. Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "Addendum Acknowledgement Form" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.
- 16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS: If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Internal Services Department / Purchasing Division reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.
- 17. SAFETY REQUIREMENTS: All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.
- **18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:** The Internal Services Department / Purchasing Division will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.
- 19. MANUFACTURER'S CERTIFICATION: The Internal Services Department / Purchasing Division reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

**20. SOLICITATION QUANTITIES:** Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

#### 21. METHODS OF AWARD:

- a) "By Item": Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.
- b) "All or None by Group, Section or Category": The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the Internal Services Department / Purchasing Division reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.
- c) "All or None" The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a "Notice to Reject All Bids".
- d) "Primary & Secondary Suppliers or Contractors". The solicitation is awarded to both a Primary and a Secondary supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the Primary supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the Secondary supplier or contractor at its sole discretion. The Primary and a Secondary suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.
- e) "Rotating Short List of Contractors". An ITB is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) "Qualified Supplier Sourcing" An RFQ (Request For Qualifications) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.
- 22. DELIVERY LEAD TIME: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.
- **23. TAXES:** Purchases are exempt from **ALL** Federal excise and State sales tax.
- **24. FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the Internal Services Department / Purchasing Division shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.
- 25. SOLICITATION SAMPLES: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent's risk and expense. The successful respondents' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.
- **26. PROMPT PAYMENT DISCOUNTS:** Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.
- **27. TIE PROPOSALS:** In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors
- **28. ERRORS AND OMISSIONS:** In the event an error or obvious omission is discovered in a respondent's proposal, either by the Internal Services Department / Purchasing Division or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or

omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Internal Services Department / Purchasing Division's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Internal Services Department / Purchasing Division (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The Internal Services Department / Purchasing Division will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the district to do so.

29. BASIS OF AWARD OF SOLICITATIONS: When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or Invitation to Bid. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- · Size of firm
- District's past experience with firm
- · Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- · Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Superintendent will then recommend the vendor receiving the highest point score to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so.

**30. REJECTION OF PROPOSALS:** A proposal may be rejected by the Internal Services Department / Purchasing

Division if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

31. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the Internal Services Department / Purchasing Division, a Notice of Intent to Award will be posted on <a href="www.demandstar.com">www.demandstar.com</a>. The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. Since this information is available as outlined above, the Internal Services Department / Purchasing Division will not mail or fax intent to award notices to all respondents.

32. BID PROTEST: If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at <a href="https://www.KeysSchools.com">www.KeysSchools.com</a>. Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the Internal Services Department / Purchasing Division at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

## Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Internal Services Department / Purchasing Division. The formal written protest shall contain the following: (a) name, address, and file

or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

- **33. NOTIFICATION OF SOLICITATION AWARD:** After the Board awards a solicitation, the Internal Services Department / Purchasing Division will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.
- **34. AUTHORIZATION TO PERFORM UNDER A CONTRACT:** All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.
- **35. POINT OF CONTACT:** The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.
- **36. ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.
- **37. LICENSES AND PERMITS:** The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.
- **38. CONDITION OF ITEMS:** Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be *new*, the **latest model manufactured**, **first quality**, **carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on *"used, remanufactured* or *reconditioned* equipment" or *"blems* or *seconds"* will not be considered unless specifically requested in the solicitation documents.
- **39. INSPECTION:** The district reserves the right to have inspectors on the premises of the respondents or manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

- **40. PACKAGING:** All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.
- **41. STANDARDS OF CONDUCT** Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors. Standards of Conduct are located at <a href="https://www.KeysSchools.com">www.KeysSchools.com</a>.
- 42. ITEM SUBSTITUTIONS & DISCONTINUATIONS: Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the Internal Services Department / Purchasing Division. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor *must* provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the Internal Services Department / Purchasing Division and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.
- RECEIPT OF MERCHANDISE & **DELIVERY** NOTIFICATION: The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 8:00 A.M. and 5:00 p.m., Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the Special **Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being

shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

- **44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):** Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to District.
- **45. INVOICES AND PAYMENT TERMS:** All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:
- · Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.
- 46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE: The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five(5 day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.
- 47. RENEWAL OF SOLICITATIONS: This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been

satisfactorily performed, that the services are needed and upon availability of funds.

- 48. ADMINISTRATIVE REGULATION ON FINGERPRINTING: All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005. Contractor agrees that all of its employees and subcontractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the abovereferenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.
- 49. CIVIL RIGHTS COMPLIANCE: The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.
- **50. FEDERAL LAW COMPLIANCE:** The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.
- **51. VENDOR CONDUCT DURING SOLICITATION:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## **ACKNOWLEDGMENT OF ADDENDUM**

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via <a href="https://www.demandstar.com">www.demandstar.com</a>

ADDENDUM NO	_DATED		
ADDENDUM NO	_ DATED		
ADDENDUM NO	_ DATED		
ADDENDUM NO	_ DATED	-	
Date:		Applicant's Signature	
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### **STATEMENT OF NO BID**

NOTE: If you do <u>not</u> intend to bid on this requirement/project, please return this form immediately. Thank you.

School Board of Monroe County, Florida We, the undersigned have declined to submit a proposal due to the following reason(s): Specifications too "tight", i.e. geared toward one brand/manufacturer/service only (explain below) Unable to meet time period for responding to proposal. П We do not offer this product or service. Our schedule would not permit us to perform. Unable to meet specifications. Unable to meet Bond/Insurance requirement(s). Specifications unclear (explain below). П Unable to Meet Insurance Requirements. Please Remove Us from Your "Bidder's List". Other (specify below). REMARKS: We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidder's List of the School Board of Monroe County. Company Name: Email: Proposal Number: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Fax: \_\_\_\_\_

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

### **CONTRACTOR RULES**

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.

• Pe	ts are not allowed on campus.		
	Signature	Date	
	Printed Name		

#### **DEBARMENT CERTIFICATION**

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

ated this	day of	, 20
у		
	Signature/Contractor	
Typed Name	e/Title	
Contractor's	Firm Name	
Street Addr	ess	
City/State/Z	ip Code	
Area Code/	Telenhone Number	

#### **IDENTICAL TIE PROPOSALS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, 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, an proposal 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 proposals will be followed if none of the tie vendors have a drug-free workplace program. In order to have a drug-free workplace 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 violation 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 proposal 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 proposal, the employees 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

## **NON-COLLUSION AFFIDAVIT**

	or the city or
according to law on my oath, and unc	der penalty of perjury, depose and say that;
1) I am	, the bidder making the proposal fo
the project described as follows:	
	e been arrived at independently without collusion, consultation purpose of restricting competition, as to any matter relating the hany competitor;
been knowingly disclosed by the bio	v, the prices which have been quoted in this proposal have no dder and will not knowingly be disclosed by the bidder prior t ly, to any other bidder to any competitor; and
•	II be made by the bidder to induce any other person, partnershi ibmit, an proposal for the purpose of restricting competition;
	affidavit are true and correct, and made with full knowledge that supon the truth of the statements contained in this affidavit i
	Signature of Authorized Representative
or.	Date
OF	
TY OF	
	ersigned authority,, ing produced
itification, and after first being sworn b day of	by me, affixed his/her signature in the space provided above on, 20

#### **PUBLIC ENTITY CRIME STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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."

RELATIONSHIP DISCLOSURE AFFIDAVIT (CONTRACT FORM 'RDA')

## THE SCHOOL DISTRICT OF MONROE COUNTY

#### **BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

l,		, of the City/Township/Parrish of
		, and according to law on my oath, and
under pen	alty of perjury, depose and say that;	
		ity making a proposal for a project described as follows: and Nature of services
	peing offered to School District:	
		,
	per of the School Board of Monroe County, Florida, ar	ant proposal, had a business or personal relationship with nd/or with any employee of the School District of Monroe
	are listed below, including any current or previous	nd/or former relationship, excluding the instant proposal, work done for Monroe County School District. s name(s), position held by such member or employee and
	ounty, Florida, relies upon the truth of the statement	ct, and made with full knowledge that The School Board of ts contained in this affidavit in awarding contracts for the
Date		(Signature of Authorized Representative)
COUNTY O	F	
PERSONAL	LY APPEARED BEFORE ME, the undersigned authority,	, who,
being	personally known, or having produced	as identification,
	first being sworn by me, affixed his/her signature 20	e in the space provided above on this day of
NOTARY P	UBLIC	My commission expires:

## DRUG FREE WORKPLACE FORM

	(Name of Business)
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 section (1).
4.	In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea or guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) 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 of rehabilitation program if such is available in the employee's community, or 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.

Date

Applicant's Signature

SB 988 - HIGH-RISK OFFENDERS

by Argenziano (HB 7103 by Safety & Security Council)

AMENDS: ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

CREATES: ss. 1012.321, 1012.467, 1012.468, F.S.

EFFECTIVE: July 1, 2007

THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines "noninstructional contractor" to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor's employees and subcontractors and subcontractor's employees. The bill defines "school grounds" to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

(Rev. November 2017) Department of the Treasury Internal Revenue Service

#### **Request for Taxpayer Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information

Give Form to the requester. Do not send to the IRS.

2 Business name/disregarded entity name, if different from above  2 Business name/disregarded entity name, if different from above  3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate sinstructions on page 3):  Exemptions (codes apply only to certain entities, not individuals; see instructions or page 4):  Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):  Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):  Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):  Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):  Exemptions (codes apply only to certain entities, not individuals; see instructions of the tax classification of the single-member owner. Do not check in some owner unless the owner of the LLC is another LLC that is disregarded from the owner entities, not individuals; see instructions of the surplementary on the control of the tax classification of the single-member owner. Do not check in some page 4):  Exemptions (code (if any)  Exemption from FATCA reporting code (if any)  Exemptions (code (if any)  Exemption from FATCA reporting c				4
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.    Individual/sole proprietor or   C Corporation   S Corporation   Partnership   Trust/estate single-member LLC is lassified as a single-member LLC that is disregarded from the owner of the LLC is also disred as a single-member LLC that is disregarded from the owner of the LLC is disregarded from the owner of the tax classification of its owner.    Other (see instructions)   Other (see instructions)   Factor of the single-member LLC that is disregarded from the owner.    Other (see instructions)   Taxpayer Identification Number (TIN)		Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	4	
Social security number    Social security number   Social security numb		2 Business name/disregarded entity name, if different from above		
6 City, state, and ZIP code  7 List account number(s) here (optional)  Part I Taxpayer Identification Number (TIN)  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.  Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.		tollowing seven boxes.  ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership		certain entities, not individuals; see
6 City, state, and ZIP code  7 List account number(s) here (optional)  Part I Taxpayer Identification Number (TIN)  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.  Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.	ype.		rehin).►	Exempt payee code (fany)
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6 City, state, and ZIP code  7 List account number(s) here (optional)  Part I Taxpayer Identification Number (TIN)  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.  Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.	Pecific	tin Annale Washington and Annale Common Commo	ner.	(Applies to accounts maintained outside the U.S.)
6 City, state, and ZIP code  7 List account number(s) here (optional)  Part I Taxpayer Identification Number (TIN)  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.  Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.	ds ee	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	and address (optional)
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Number To Give the Requester for guidelines on whose number to enter.	3250		FE	
Part II Certification			and Employer	identification number
	Par	II Certification		

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person ▶ Here Date >

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

## Monroe County School District Vendor Information Sheet

Vendor Name:	
Federal EIN/SSN:	
Primary Address:	
Payment Address:	
Contact Name:	
Phone:	ext
Fax:	
E-Mail:	