



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the standard agreement with Best Technology Systems, Inc. (ITB-2024-103-OA - Gun Range Specialized Cleaning Services) to provide labor and materials for the specialized cleaning at the Institute of Public Safety (IPS) gun ranges.**

**Fiscal Impact: \$579,780.00, Cumulative amount: \$0.00, Revenue: \$0.00**

**Presenter(s): Deborah Czubkowski, Vice President of Facilities Management**

**1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space.** This contract is to provide cleaning services, routine removal of used filters, replacement of filters, removal and recycling of empty brass bullet casing at the two gun shooting ranges located at Central Campus Institute of Public Safety (IPS) in accordance with OSHA and EPA regulations. The solicitation ITB-2024-103-OA was released requesting bids for Gun Range Specialized Cleaning Services. Five (5) bids were received in response to the Invitation to Bid (ITB).

This contract will facilitate the monthly, semi-annual, and annual preventative maintenance and service for the College gun ranges.

Contract Term: 2-Year Contract from 1/1/2025 to 12/31/2026.

Renewals: The contract has (4) one-year renewal options through 12/31/2030.

**2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver.**

The competitive solicitation method used was a formal competitive solicitation process (Invitation to Bid - ITB-2024-103-OA) per FLDOE Rule 6A-14.0734 and College Procedure A6Hx-6.34 for purchases exceeding Category Three (\$65,000) in accordance with F.S. 287.017.

**3. Describe business rationale for the purchase and how it was procured.**

**(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated.** Not applicable.

**(B) How does the purchase support the Strategic Business Plan.** Not applicable.

**(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation.** Not applicable.

**(D) If a competitive solicitation process was conducted by the College, describe the process.** The procurement process was a formal competitive solicitation process - ITB (Invitation to Bid). ITB-2024-103-OA was released requesting bids for Gun Range Specialized Cleaning Services. Five (5) bids were received in response to the Invitation to Bid (ITB). The award recommendation is to the lowest, responsive and responsible

**bidder.4.Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**This Executive Summary is approved by:**

**Deborah Czubkowski  
Vice President of Facilities Management**

APPROVAL PATH: CS 116 Gun Range Specialized Cleaning Services (ITB-2024-103-OA)

Auto Complete - No IT Review Needed	Janet Similien	10/24/2024
Department Head 2 Review	Ana Ovalles	10/24/2024
Departments Approved-Auto Complete	Janet Similien	11/4/2024
Auto Complete-No IT Review Needed	Raj Mettai	11/4/2024
Department Head 3 Review	Donald Astrab	11/4/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	11/4/2024
Contract Coordinator Rejected	Janet Similien	11/20/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	11/22/2024
Procurement Review	Orlando Aponte	11/25/2024
Auto Complete - Budget Information Added	Contract Admin	12/4/2024
Budget Review - Associate Vice President, Budget	Christine Sims	12/4/2024
CFO Review	Rabia Azhar	12/4/2024
Attorney Review	Kristina Raattama	12/5/2024

## CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services (“Contract”) is entered into as of October 24, 2024 between the District Board of Trustees of Broward College, Florida (“College”)\_\_\_\_\_ and BEST TECHNOLOGY SYSTEMS, INC.(“Vendor”) (collectively, the “Parties”), will be in effect until two (2) years original contract term plus any four one-year renewal options (“Contract”).

### **1. INVOICES AND PAYMENTS.**

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Yohannes Asgedom, yasgedom@broward.edu\_\_\_\_\_. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

### **2. INDEMNIFICATION.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

### **3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

**4. TERMINATION FOR DEFAULT.**

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

**5. TERMINATION FOR CONVENIENCE.**

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

**6. AUDIT.**

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

**7. NONDISCRIMINATION.**

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

**8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.**

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

## **9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College 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 Chapter 119, Florida Statutes, 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 Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK

BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

**11. COLLEGE'S TAX EXEMPTION.**

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

**12. ASSIGNMENT/GUARANTOR.**

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**13. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

**14. AMENDMENTS.**

This Contract may be amended only when reduced to writing and signed by both Parties.

**15. ENTIRE AGREEMENT.**

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**16. COMPLIANCE.**

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

**17. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

**18. VENDOR NOT TO LIMIT WARRANTY.**

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

**19. TERMS/PROVISIONS.**

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. STATEMENT OF SERVICES.**

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.



**21. COMPENSATION/CONSIDERATION.**

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

**22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
  - 1. Each Occurrence \$ 1,000,000
  - 2. Personal & Advertising Injury \$ 1,000,000
  - 3. General Aggregate \$ 5,000,000
  - 4. Products-Completed Operations \$2,000,000  
Policy must contain contractual liability coverage.
  
- B. Automobile Liability \$ 1,000,000  
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.
  
- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
  
- D. Professional Liability
  - 1. Per Occurrence \$ 1,000,000
  - 2. General Aggregate \$ 2,000,000
  
- E. Cyber Liability \$ 1,000,000
  
- F. Pollution Liability
  - 1. Per Occurrence \$ 1,000,000
  - 2. General Aggregate \$ 2,000,000  
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

### **23. OWNERSHIP OF WORKS.**

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

### **24. COMPLIANCE/LICENSES.**

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

### **25. INDEPENDENT CONTRACTOR.**

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

### **26. DISPUTES.**

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne

equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

**27. E-VERIFY.**

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

**28. CHANGE IN PERSONNEL.**

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

**29. BACKGROUND CHECKS.**

***This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site.*** Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

**Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”**

**30. ANNOUNCEMENTS AND PRESS STATEMENTS.**

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Yohannes Asgedom, Senior Director, Energy Management Systems or that position’s designee, and in the case of the other party, permission must be granted by its President or CEO or that position’s designee.

**31. EMPLOYMENT BENEFITS.**

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

**32. STOP WORK ORDER.**

The College may order that all or part of the work stop if circumstances dictate that this action is in the College’s best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College’s Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

**33. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit “C.”

\_\_\_\_\_  
College                      Vendor

**FOR VENDOR USE ONLY**

Vendor Name (type) \_\_\_\_\_ Tax ID No. \_\_\_\_\_  
Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Signature of Vendor \_\_\_\_\_ Date \_\_\_\_\_

Attested By Name (type) \_\_\_\_\_ Title \_\_\_\_\_

Signature of Attester \_\_\_\_\_ Date Signed \_\_\_\_\_

**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

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

AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

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

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

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

Senior Vice President \_\_\_\_\_ Title \_\_\_\_\_

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

**IF REQUIRED**

College President Name \_\_\_\_\_

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

*Approved as to Form and Legality*

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

Board Chairperson Name \_\_\_\_\_

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

**Contract for Services**

**Statement of Work**

**Exhibit “A”**

This contract includes the terms and conditions and provisions of the solicitation Invitation To Bid ITB-2024-103-OA – GUN RANGE SPECIALIZED CLEANING SERVICES, with latest Amendments, and the Vendor’s response/bid dated August 26, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

- 1) Contract for Services and Exhibits, with latest Amendments.
- 2) Amendments to the ITB document, if any, with the latest taking precedence and chronologically thereafter.
- 3) ITB document.
- 4) Amendments to the Vendor response/bid, if any, with the latest taking precedence and chronologically thereafter.
- 5) Vendor response/bid.

**CONTRACT TERM.** The contract commences on the contract commencement date and continuing for a period of two (2) years.

**Contract Renewal(s).** The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for four (4) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College will, if considering renewal, request a letter of intent to renew from the Vendor prior to the end of the current contract period. The Vendor will be notified when the recommendation has been acted upon by the College.

**ADDITIONAL PRODUCTS AND/OR SERVICES MAY BE ADDED OR DELETED.**

Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 day written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

Additionally, the College may, upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the contract specifications, provided that such changes are within the general scope of the contract.

**PROBATION PERIOD.** The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

**CONTRACT ADMINISTRATION.** The responsibility and authority for the administration of this Contract shall be assigned to the Facilities Management Department, hereinafter referred to in this agreement as Contract Administrator. Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

**PRICING.** All prices submitted under this contract shall be quoted F.O.B. destination, included delivery to any College site and shall be firm for the initial two (2) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract. All coverage and work performed shall include **all materials and labor costs.**

**PRICE ADJUSTMENTS.** Prices offered shall remain firm through the initial contract term. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

**EQUITABLE ADJUSTMENT.** The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.



**PURCHASE ORDERS.** All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendor is required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

## **SCOPE OF WORK**

### **1. OVERVIEW**

- 1.1 **General.** The services under this contract are for the provision of all supplies, materials, parts, tools, labor, disposal, and equipment sufficient to perform Gun Range Specialized Cleaning Services of the gun ranges at Broward College. All services are to be in accordance with all safety procedures, OSHA, and EPA regulations. There are two (2) gun ranges located on the northeast corner of the Broward College Central Campus in Davie, Florida, with one range inside Building 21 (built in 2006) and one range inside Building 22 (built in 2011). At the time of this contract, the gun range equipment is Action Target Inc. manufactured equipment. Action Target, Inc. maintains and repairs the Action Target manufactured equipment.
- 1.2 **Service Call/Mobilization.** It is estimated that services will be provided monthly - twelve times per year. The combination of the categories of services that will be provided at each service call will be determined and approved by the College authorized representative prior to Vendor's staff performing the services. Vendor will provide a recommendation for which services they recommend to be performed for each visit.
- 1.3 **Quantities/Frequency of Services.** The quantities listed, i.e. the estimated number of times per year for the provision of each Lot of Services, are estimated quantities to be ordered throughout the contract period for each item and are not guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the solicitation estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.
- 1.4 **Manufacturer's Certification.** At this time, all gun range equipment is Action Target Inc. brand. Vendor will provide copy of any Manufacturer's Certification(s) to provide authorized service and parts distribution that Vendor possesses, upon request by the College.

- 1.5 **Inspection of College Facilities.** It is the Vendor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other College activities.

**2. REQUIREMENTS**

- Work shall be done professionally in accordance with applicable law, including but not limited to, Federal, State, OSHA and Environmental Protection Agency (EPA) guidelines and requirements.
- Regulate the work area with signs/danger tape.
- All workers must be lead licensed with EPA Lead Abatement Certification.
- Site specific OSHA compliance plan for range maintenance and waste management.
- OSHA air monitoring will be analyzed by a third-party laboratory.
- The College will provide air sampling results to awardee.
- All preventative maintenance work performed shall meet or exceed the standards and requirements set forth by the equipment manufacturer.
- Work requires specific training, biological monitoring and specialized supplies including PPE such as respirators, Tyvek suits as well as air sampling equipment, wash station or portable shower system. Such work includes, but is not limited to, the following work:
  - a. Removal of spent projectiles/empty shell casings from the bullet traps system.
  - b. Cleaning of all horizontal and vertical surfaces in the range including ceiling baffles, target system, walls and range floor to remove lead or other heavy metal dust build up.
  - c. Filter changes in the ventilation system. Any time a filter is disturbed in the ventilation system, you have exceeded the PEL (permissible exposure limit). The filters are contaminated hazardous waste and must be packaged and disposed of in accordance with applicable law including, but not limited to, Environmental Protection Agency (EPA) regulations and in an EPA approved land fill with the proper manifesting.
  - d. Packaging of used filters, Personal Protective Equipment (PPE) and hazardous waste for disposal by Vendor.

**3. PREVENTIVE SERVICE AND MAINTENANCE (GUN RANGE BUILDING 21)**

Services shall include, but not be limited to, the following:

**3.1 Lot #1 Services (services estimated to be provided Monthly)**

- Remove thirty (30) contaminated pre-filters size 24x24x2 (MERV 8) and dispose of all contaminated filters. Vendor is responsible for proper disposal of all filters

to include bagging, labeling, removing of the waste from the College property, and disposal in an EPA approved landfill site.

- Remove empty shell casings from the bullet trap system.
- Empty shell casings shall be packaged for recycling and removed. Monetary credit shall be given to the College by Vendor for recycled empty shell casings.
- HEPA vacuum cleaning of interior range floor, all horizontal and vertical surfaces in the filter tracks, floor area under the pre-filters, and behind trap. This work should be done professionally in accordance with Federal/State OSHA 1910.1025.
- Wet mop ready area with cleanser.
- Supply and install thirty (30) new 24x24x2 pleated pre-filter (MERV 8).
- Have a hazardous waste UNDOT drum on site to collect any lead contaminated waste, vacuum bags, PPE etc. Properly package, label, and dispose in UNDOT approved containers all pre-filters, cleaning supplies, personal protective equipment as lead-contaminated hazardous waste created by this project. The waste will be disposed of in an EPA approved landfill with the proper manifesting.
- Check customer's log and discuss all inspection results with the College authorized representative. Copies of all reading at tests shall be submitted to the College authorized representative upon completion of the inspections. Reports shall state condition of the equipment and any work which may be required.
- Regulate the work area with signs/danger tape.

### 3.2 **Lot #2 Services (services estimated to be provided Monthly)**

- Remove and dispose of thirty (30) 24x24x2 contaminated pre-filters (Merv 8) and thirty (30) 24x24x12 contaminated intermediate filters (Merv 14).
- HEPA vacuum cleaning of all horizontal and vertical surfaces in the filter tracks and floor area under the pre-filters only. This work should be done professionally in accordance with Federal/State OSHA 1910.1025.
- Supply and install thirty (30) 24x24x2 (Merv 8) new pre-filters and thirty (30) 24x24x12 (Merv 14) new intermediate filters.
- Have a Hazardous waste UNDOT drum on site to collect any lead contaminated waste, vacuum bags, PPE etc. Properly package, label, and dispose in UNDOT approved containers all pre-filters, cleaning supplies, personal protective equipment as lead-contaminated hazardous waste created by this project. The waste will be disposed of in an EPA approved landfill with the proper manifesting.
- Check customer's log and discuss all inspection results with the authorized College representative. Copies of all reading at tests shall be submitted to the authorized College representative upon completion of the inspections. Reports shall state condition of the equipment and any work which may be required.
- Regulate the work area with signs/danger tape.
- Services will be completed within two (2) days.

3.3 **Lot #3 Services (services estimated to be provided Semi-Annually)**

- Depending on usage, at the discretion of authorized College representative and with agreement of authorized College representative, the following services may be requested for a third time per year. No guarantee is given or implied for request/purchase of third time per year services.
- Remove and dispose of thirty (30) 24x24x12 used HEPA FILTERS (Merv 14).
- Remove empty shell casings from the bullet traps system.
- Empty shell casings shall be packaged for recycling and removed. Monetary credit shall be given to the College by Vendor for recycled empty shell casings.
- HEPA vacuum cleaning of all horizontal and vertical surfaces in the filter tracks and floor area under the pre-filters only. This work should be done professionally in accordance with Federal/State OSHA 1910.1025.
- Cleaning of all horizontal and vertical surfaces in the range including ceiling baffles, target system, walls and range floor to remove lead or other heavy metal dust build up.
- Supply and install thirty (30) 24X24X12 new HEPA FILTERS (Merv 14).
- Have a Hazardous waste UNDOT drum on site to collect any lead contaminated waste, vacuum bags, PPE etc. Properly package, label, and dispose in UNDOT approved containers all filters, pre-filters, cleaning supplies, personal protective equipment as lead-contaminated hazardous waste created by this project. The waste shall be disposed of in an EPA approved landfill with the proper manifesting.
- Check customer's log and discuss all inspection results with the authorized College representative. Copies of all reading at tests shall be submitted to the customer upon completion of the inspections. Reports shall state condition of equipment and any work which may be required.
- Regulate the work area with signs/danger tape.

3.4. **Lot #4 Services (Range Abatement, Recycle and Basic Cleaning) (services estimated to be performed Semi-Annually)**

- Set up decontamination unit and regulate work area.
- HEPA vacuum sheeting range floor in front and behind the bullet trap.
- Wet wipe bleacher benches.
- All cleaning supplies and personal protective equipment should be properly packaged and labeled as lead-contaminated hazardous waste and disposed of in UN-DOT approved containers in an EPA approved landfill with the proper manifesting.
- Technician will remove approximately 270 cubic feet or 10 cubic yards of granular rubber and projectiles per lane (22 lanes) concentrating in the target zones.
- The rubber material removed from the bullet trap should be recycled by separating the spent lead projectiles from the rubber. The granular rubber should be sprayed with a flame-retardant product prior to being replaced and then be put back into the bullet trap and leveled to the proper slope.

- Remove empty shell casings from the bullet trap systems.
- Empty shell casings shall be packaged for recycling and removed. Monetary credit shall be given to the College by Vendor for recycled empty shell casings.
- Visually inspect bullet trap components for wear/damage, compare with manufacturer's specifications and inform authorized college personnel of any visual defects.
- HEPA vacuum and wet wipe the accessible back side surfaces on the first and second row of the ceiling baffles in front of the bullet trap.
- HEPA vacuum accessible floor areas underneath the bullet trap.
- HEPA vacuum the shooting range floor and walls up to ten (10) feet.
- HEPA vacuum the first 200 sq. ft. of floor outside the entrance to the shooting range.
- Have a Hazardous waste UNDOT drum on site to collect any lead contaminated waste, vacuum bags, PPE, etc. Properly package, label, and dispose in UNDOT approved containers all filters, pre-filters, cleaning supplies, personal protective equipment as lead-contaminated hazardous waste created by this project. The waste shall be disposed of in an EPA approved landfill with the proper manifesting.
- Remove and dispose of estimated approximately 250 pounds of bulk contaminated trash/equipment. Examples include, but are not limited to, brass buggies, mats or wooden barricades. Bulk trash should be packaged and labeled as lead-contaminated hazardous waste and disposed of in UNDOT approved containers in an EPA approved landfill with the proper manifesting.
- Regulate the work area with signs/danger tape.
- All work must be completed within five (5) days.

#### **4. PREVENTIVE SERVICE & MAINTENANCE (GUN RANGE BUILDING 22)**

Services shall include, but not be limited to, the following:

##### **4.1 Lot #5 Services (services estimated to be performed Monthly)**

- Remove and dispose of ten (10) used 24x24x2 and ten used 20x24x2 pre-filters (MERV 8). Vendor is responsible for proper disposal of all filters to include bagging, labeling and removing of the waste from the College property.
- Remove empty shell casings from the bullet traps system.
- Empty shell casings shall be packaged for recycling and removed. Monetary credit shall be given to the College by Vendor for recycled empty shell casings.
- HEPA vacuum cleaning of interior range floor, all horizontal and vertical surfaces in the filter tracks, floor area under the pre-filters, behind trap. This work should be done professionally in accordance with Federal/State OSHA 1910.1025.
- Wet mop ready area with cleanser.
- Supply and install ten (10) new 24x24x2 and ten (10) new 20x24x2 pre-filter (MERV 8).
- Have a Hazardous waste UNDOT drum on site to collect any lead contaminated waste, vacuum bags, PPE etc. Properly package, label, and dispose in UNDOT

approved containers all pre-filters, cleaning supplies, personal protective equipment as lead-contaminated hazardous waste created by this project. The waste will be disposed of in an EPA approved landfill with the proper manifesting.

- Check customer's log and discuss all inspection results with the customer. Copies of all reading at tests shall be submitted to the customer upon completion of the inspections. Reports shall state condition of equipment and any work which may be required.
- Regulate the work area with signs/danger tape.
- All work must be completed within ½ day.

**4.2 Lot #6 Services (services estimated to be performed Six Times Per Year)**

- Remove and dispose of ten (10) used 24x24x12 and ten (10) used 20x24x12 intermediate filters (MERV 13).
- HEPA vacuum cleaning of all horizontal and vertical surfaces in the filter tracks and floor area under the pre-filters only. This work should be done professionally in accordance with Federal/State OSHA 1910.1025.
- Supply and install ten (10) new 24x24x12 and ten (10) new 20x24x12 intermediate filters (MERV 13).
- Have a Hazardous waste UNDOT drum on site to collect any lead contaminated waste, vacuum bags, PPE etc. Properly package, label, and dispose in UNDOT approved containers all filters, cleaning supplies, personal protective equipment as lead-contaminated hazardous waste created by this project. The waste will be disposed of in an EPA approved landfill with the proper manifesting.
- Check customer's log and discuss all inspection results with the customer. Copies of all reading at tests shall be submitted to the customer upon completion of the inspections. Reports shall state condition of equipment and any work which may be required.
- Regulate the work area with signs/danger tape.
- All work is to be completed within one (1) day.

**4.3 Lot #7 Services (services estimated to be performed Semi-Annually)**

- Depending on usage, at the discretion of authorized College representative and with agreement of authorized College representative, the following services may be requested for a third time per year. No guarantee is given or implied for request/purchase of third time per year services.
- Remove and dispose of twelve (12) used 24x24x12 HEPA FILTERS and four (4) used 12x24x12 HEPA filters (MERV 14).
- Remove and dispose of four (4) used 15" diameter x 26" long ultra-web filters.
- Remove empty shell casings from the bullet traps system.
- Empty shell casings shall be packaged for recycling and removed. Monetary credit shall be given to the College by the Vendor for recycled empty shell casings.

- HEPA vacuum cleaning of all horizontal and vertical surfaces in the filter tracks and floor area under the pre-filters, interior range floor, behind trap, and wet mop ready area with cleanser. This work should be done professionally in accordance with Federal/State OSHA 1910.1025.
- Cleaning of all horizontal and vertical surfaces in the range including ceiling baffles, target system, walls and range floor to remove lead or other heavy metal dust build up.
- Supply and install twelve (12) new 24x24x12 and four (4) new 12x24x12 HEPA filters (MERV 14).
- Supply and install four (4) new 15” diameter x 26” long ultra-web filters.
- Have a Hazardous waste UNDOT drum on site to collect any lead contaminated waste, vacuum bags, PPE etc. Properly package, label, and dispose in UNDOT approved containers filters, cleaning supplies, personal protective equipment as lead-contaminated hazardous waste created by this project. The waste will be disposed of in an EPA approved landfill with the proper manifesting.
- Check customer’s log and discuss all inspection results with the authorized College Representative. Copies of all reading at tests shall be submitted to the customer upon completion of the inspections. Reports shall state condition of equipment and any work which may be required.
- Regulate the work area with signs/danger tape.
- All work must be completed within one (1) day.

#### 4.4 **Miscellaneous Cleaning and Maintenance On An As Needed Basis (services estimated to be performed on an as needed basis)**

- Set up wash station and regulate the work area.
- Check the DCU buckets and empty them if they are 1/2 full or more with lead dust.
- Replace the drum under the auger if it is 1/4 - 1/3 full. The College does not have equipment to move full drums. Drums can be removed when full as long as the Vendor is responsible to remove full drums. Area is not accessible for a forklift.
- Owner will provide new drums for auger system.
- Remove and replace drum under auger every other month. New drum must be placed on a wood pallet. Drum containing spent lead projectiles/empty shell casings should be packaged for recycling and removed. Monetary credit shall be given to the College by the Vendor for recycled spent lead projectiles/empty shell casings.
- Wet wipe the three tables in the ready area.
- HEPA vacuum the range floor in front and behind the bullet trap.
- HEPA vacuum the lower impact plates on the bullet trap.

## 5. **STANDARDS**

Work to be performed under this contract must comply with standards established by the equipment manufacturer for both regularly scheduled cleaning and all specifications, terms and conditions stated herein. Work performed shall also meet all OSHA, State

Requirements for Educational Facilities (SREF), applicable State of Florida Building Code Requirements, FEMA rules and regulations (required due to disasters/emergencies), the highest of industry standards and Broward College Policy.

Sealable drums must be used for spent brass casings and spent projectile collection which meet Federal EPA standards for storage and transportation. Drums are kept outside until they are picked up for disposal. The use of bags for hazardous waste is acceptable as long as it meets Federal EPA standards for storage and transportation. EPA-approved disposal bags can be used. Additionally, the bag must be weather resistant as they are kept outside until they are picked up for disposal.

Approximately one (1) is the estimated number of barrels of Lead that are picked up on a monthly basis. Approximately two (2) is the estimated number of barrels of Brass that are picked up on a monthly basis. The barrels can be picked up every other month.

Approximately one (1) is the estimated number of Steel Trap that are filled each month. Approximately twelve (12) barrels with lead from the Rubber Berm Bullet Trap are removed during bi-annual berm mining.

Waste can be temporarily staged within any of the Campus's accumulation areas, as long as it is protected and sealed properly for disposal. It can be accumulated for a short period of time, maximum of 2 weeks.

## **6. STAFF TRAINING**

Vendor shall have established programs to include respiratory protection, medical surveillance, medical examination, and staff training certifications. College may request documentation of such programs prior to the start of work.

## **7. RESPONSE TIME AND WORK HOURS**

Schedule and timing for routine maintenance shall be coordinated in advance with the College authorized designee. Due to the nature of the College's operational needs, Vendor understands and agrees that it may be necessary to perform certain services or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College

The Vendor shall be contacted by the Senior Director, Energy Management Systems, or designee, for dispatch of services under this contract. Due to possible emergency situations delays in responses will not be acceptable.

The following response time for work situations are expected at the pricing provided in Exhibit A-1 Pricing:

Working Hours. The standard workweek shall be considered Monday through Friday, from 7:00 a.m. to 4:00 p.m. ET, excluding normal federal holidays granted to College



employees. All other times are considered non-standard. As directed by the College authorized representative, the Vendor shall work during College non-standard working hours, College off-hours, recess periods, College authorized holidays or legal holidays, and/or weekends at no additional cost to the College.

Work Scheduling. Vendor shall endeavor to complete all requested work during standard workweek hours and without the necessity of overtime labor. Should it be determined that work cannot be completed during the course of standard workweek hours, the Vendor shall provide such information to the authorized College representative with a request to authorize such non-standard time labor. Written authorization from the College or authorized designee/representative must be received prior to commencement of such work.

## **8. EMERGENCY WORK**

In emergency situations, Vendor shall respond within two (2) days. Service needed in an emergency must be fully performed to the extent and within the time frame specified by the Project Administrator or College designee. If the service cannot be completed within the specified time frame, the College must be informed immediately and another source for this situation may be found. If Vendor fails to conform to two (2) consecutive emergency situations, the College reserves the right to cancel the contract.

In the case of a natural disaster/emergency, Vendor shall have a team report to the College ready to work as soon as roads have been cleared. After award, Vendor will receive detailed directions regarding the College's emergency policies.

Non-Standard Hours Authorization. All work performed outside of standard working hours must be approved in advance by an authorized representative of the College. The College shall only pay the appropriate hourly rate commencing when the Vendor's personnel report to the College's authorized representative and ending when the work is complete.

Commencement of Work, Preventative Maintenance, or Shipment. No commencement of work, preventive maintenance, or shipment of goods shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order will be rejected.

Prior to Commencing Work. Vendor shall submit a written proposal of time and materials for each repair to the designated representative for authorization and approval prior to commencing work.

## **9. CALLBACK/FOLLOW-UP WORK**

Vendor shall complete work during the service call so as to prevent follow-up work. Callback to correct work shall not be charged to the College if, in the sole

determination of the College or authorized designee, such callback is a result of improper repairs, installation, or substandard parts.

## 10. **SPECIAL CLEANING (DURING HOLIDAYS)**

As required by each individual campus or center, the authorized College representative or designee shall specify to Vendor what special cleaning projects will be performed during those periods.

## 11. **REPORTS**

Reports. Vendor must supply the College with a monthly, semi-annual and annual report on the condition of equipment and any work which may be required during contract period. Report to include model number, description, unit price and quantity. Grand total of all purchases and total by each commodity.

Inspection Reports. It is the Vendor's responsibility to:

- Provide written service/inspection reports detailing the conditions and status to the contact person.
- Include on the Service Reports:
  1. Arrival and departure times of every technician on the job.
  2. The date performed.
  3. Location.
  4. Materials provided and service performed.
- Include on each service report any condition(s) found which may adversely affect the proper function of the system.
- Obtain a signature from the site contact person or his designee. Leave a signed hard copy of the service/inspection report with the contact person or his designee prior to leaving the site.

## 12. **PROTECTION OF PROPERTY**

Vendor shall at all times guard against damage and/or loss to the property of the College and shall replace and/or repair any loss or damages unless such is caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Vendor. Vendor shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

## 13. **RECYCLING**

Vendor must comply with any current or future recycling program established by the State, the County, the Municipality and/or the College. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of contract.

## 14. VENDOR'S RESPONSIBILITIES

- Vendor shall coordinate all activities with the designated College authorized representative.
- Vendor shall complete all work to the satisfaction of the designated College authorized representative.
- Vendor shall not use the College dumpsters, trash bins, or other contracted services to dispose of the materials.
- Vendor shall arrange for a timely inspection of the completed project with the designated College authorized representative.
- Vendor shall provide the proper lift equipment that will not cause damage to any surface.
- Vendor shall post all normal safety signs, necessary light, and temporary barriers around work areas, in accordance with OSHA requirements, while the work is in progress.
- Vehicles shall have identification to include company's name and/or logo so that it is apparent as to the nature of business of the occupant of the vehicle.
- Vendor's employees shall wear uniform shirts with identification name tags to include employee's name, company name and/or logo.

## 15. SUPERVISION

Vendor is to be responsible for their employees and subcontractors, if subcontractors are allowed. Vendor shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the College.

## 16. CENTRAL RECEIVING - WAREHOUSE RECEIVING HOURS

The Central Receiving Warehouse is open for receiving from 7:00 a.m. to 3:30 p.m. ET, Monday through Friday except holidays. No delivery can be accepted after 3:00 p.m. ET.

## 17. STORAGE OF MATERIALS

Vendor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas. Vendor will have to store tools, supplies and other equipment off site when not engaged in the performance of maintenance. If the maintenance will be conducted over several days these items can remain on site while work is being performed but must be removed at the completion of the visit.

## 18. DEBRIS

Vendor shall be responsible for the prompt removal of all debris, which is result of services and/or delivery.

**19. WARRANTY**

Vendor shall fully guarantee all items furnished hereunder against defect in material and/or workmanship for a period of one year from date of receipt by the College. Should any defect in materials or workmanship excepting ordinary wear and tear, appear during the warranty period, Vendor shall repair and replace same, at no cost to the College, immediately upon written notice from the Associate Vice President, Facilities College Maintenance; Senior Director, Energy Management Systems; or designee authorized by the Associate Vice President, Facilities College Maintenance.

**20. COMMENCEMENT OF WORK/SHIPMENT**

No commencement of work or shipment of goods shall begin until such time as Vendor receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order will be rejected and any submitted invoices will be returned to the Vendor and not paid. It will be the responsibility of the Vendor to supply necessary labor for the movement and/or placement of all equipment/material as specified.

**21. NON-SMOKING FACILITY/CAMPUSES**

Smoking is not permitted in any building. Smoking is not permitted on any College Campus or Center.

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**ITB-2024-103-OA - GUN RANGE SPECIALIZED CLEANING SERVICES**

**EXHIBIT A-1 - PRICING**

Item	Unit of Measure	Description of Item	Estimated Quantity	Unit Price	Estimated Total Price
<b>BUILDING 21</b>					
A	Each	<b><u>Lot #1 Services</u></b> (Estimated Monthly Services at <b>Bldg. 21</b> )	12	\$4,450.00	\$53,400.00
B	Each	<b><u>Lot #2 Services</u></b> (Estimated Monthly Services at <b>Bldg. 21</b> )	12	\$5,575.00	\$66,900.00
C	Each	<b><u>Lot #3 Services</u></b> (Estimated Semi-Annual Services at <b>Bldg. 21</b> )	2	\$21,150.00	\$42,300.00
D	Each	<b><u>Lot #4 Services</u></b> (Range Abatement, Recycle and Basic Cleaning) (Estimated Semi-Annual Services at <b>Bldg. 21</b> )	2	\$17,150.00	\$34,300.00
<b>BUILDING 22</b>					
E	Each	<b><u>Lot #5 Services</u></b> (Estimated Monthly Services at <b>Bldg. 22</b> )	12	\$3,150.00	\$37,800.00
F	Each	<b><u>Lot #6 Services</u></b> (Estimated Six Times Per Year Services at <b>Bldg. 22</b> )	6	\$4,990.00	\$29,940.00
G	Each	<b><u>Lot #7 Services</u></b> (Estimated Semi-Annual Services at <b>Bldg. 22</b> )	2	\$12,575.00	\$25,150.00

**ITB-2024-103-OA - GUN RANGE SPECIALIZED CLEANING SERVICES**

**EXHIBIT A-1 - PRICING**

Item	Unit of Measure	Description of Item	Estimated Quantity	Unit Price	Estimated Total Price
<b>Items below apply to all ranges in all buildings</b>					
H	Each	<b><u>Miscellaneous Services</u></b> Not to exceed amount for service/item that are not included in Lot #1 through Lot #7. Actual amount invoiced shall be a good faith price and will vary based on which service or item is provided. The College reserves the right to negotiate price for each service/item proposed under this category of Miscellaneous Services.	1	\$100.00	\$100.00
I	Each	<b><u>Service Call/Mobilization Charge</u></b> (It is estimated that services will be provided monthly - twelve times per year. The combination of the above service lots to be provided at each service call will vary and are to be determined and approved by the College authorized representative prior to Vendor's staff performing services.)	12	\$0.00	\$0.00
<b>ESTIMATED TOTAL PRICE</b>					<b><u>\$289,890.00</u></b>

**NOTES:**

- Prices for services shall include all materials, labor, supervision, travel, fuel cost, equipment, tools, etc.
- Quantities listed are estimates only and are not to be construed as guaranteed work quantities.

**Contractor Policy Code Acknowledgement  
Exhibit "B"**

Name (Please Print): BEST TECHNOLOGY SYSTEMS, INC.

Contract/Work Order/Purchase Order (P.O.) # ITB-2024-103-OA - GUN RANGE  
SPECIALIZED CLEANING SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, [Click or tap here to enter text.](#), (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to

College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.



I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # ITB-2024-103-OA - GUN RANGE SPECIALIZED CLEANING SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

BEST TECHNOLOGY  
SYSTEMS, INC.

\_\_\_\_\_  
Contractor Name (Print)

Gary Chinn, President  
\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date