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**Miami-Dade County Public Schools**

School Board Administration Building  
1450 Northeast Second Avenue  
Miami, Florida 33132

Direct all inquiries to the  
Bureau of Procurement and  
Materials Management.

**BUYER NAMED:**

Amos C. Roundtree Jr.  
**PHONE:** (305) 995-2346  
**TDD PHONE** (305) 995-2400

**BIDDER QUALIFICATION FORM**

**BID NO.** 009-BB02 **BID TITLE** Fire Extinguishers  
**BIDS WILL BE ACCEPTED UNTIL** 2:00 P.M. **ON** September 13, 2001 **IN ROOM 351,**  
**SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE**  
**PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR** 180 **DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO**  
**BIDDERS, para.IV.B.)**

**THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF**  
**MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL**  
**CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO**  
**OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.**

**I. A. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

**B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the School Board of Miami-Dade County, Florida.**

**II. INDEMNIFICATION**

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

**III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:**

**WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:**

Performance Bond \_\_\_\_\_ Check (Cashier's, Certified, or Equal) \_\_\_\_\_

**PLEASE TYPE OR PRINT BELOW**

**LEGAL NAME OF VENDOR :** \_\_\_\_\_

**MAILING ADDRESS :** \_\_\_\_\_

**CITY, STATE, ZIP CODE :** \_\_\_\_\_

**TELEPHONE NUMBER :** \_\_\_\_\_ **FAX #** \_\_\_\_\_

**BY: SIGNATURE (ORIGINAL) :** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**OF AUTHORIZED REPRESENTATIVE**

**NAME (TYPED) :** \_\_\_\_\_ **TITLE** \_\_\_\_\_  
**OF AUTHORIZED REPRESENTATIVE**

## INSTRUCTIONS TO BIDDERS

### I. PREPARING OF BIDS

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

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

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

**B. INSTRUCTIONS TO BIDDERS** define conditions of the bid.

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

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

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

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

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

**2. PROTEST OF SPECIFICATIONS.** Any notice of protest of the specifications contained in an invitation to bid shall be filed in writing with the Associate Superintendent, Bureau of Procurement and Materials Management no later than 48 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. Failure to file a timely notice of protest shall constitute a waiver of proceedings.

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

**4. TAXES.** The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board owned real property as defined in Chapter 192 of the Florida Statutes.

### II. SUBMITTING OF BIDS

**A. BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes. Envelopes must be clearly marked with bid number, bid title and bid opening.

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

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

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

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

**D. PUBLIC ENTITY CRIMES.** Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

### III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail and bids or proposals returned to the vendor unopened.

C. The notice of cancellation shall:

- 1. Identify the solicitation;
- 2. Briefly explain the reason for cancellation; and

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3. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation on any future procurements of similar supplies, services or construction.

#### IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw their bid they shall do so in writing. This communication is to be received by the Executive Director, Division of Procurement Management, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

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

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

#### V. AWARDS

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

B. **AWARD RECOMMENDATION.** Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375 each Friday to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protest no later than 48 hours prior to the Board Meeting for which the award is scheduled to be made. These letters of protest will be reviewed by Staff. Staff will offer the protesting bidder the opportunity for a meeting to discuss the protest. If the bidder is not satisfied with the response to the protest, he/she may request to address the School Board. Alternatively, bidders may invoke the provisions of §120.553, Fla.Stat. Petitions for hearings on protests pursuant to §120.569, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein are deemed waived. This provision supersedes and governs over any conflicting provision in this document.

C. **OFFICIAL AWARD DATE.** Awards become official when made unless otherwise specified in the award recommendation.

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

E. **DEFAULT.** In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

The Board reserves the right to waive liquidated damages/loss of eligibility

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

#### VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

##### 1. Awards Greater than \$500,000

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

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

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

##### 2. Awards of \$500,000 or Less

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

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

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

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

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

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

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

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

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

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
MATERIALS CONTROL TESTING  
7040 West Flagler Street  
Miami, Florida 33144  
Telephone Number: (305) 995-3290

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

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

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

G. EVALUATION AND TEST RESULTS. Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact the Materials Control Section for further details.

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

IX. PACKAGING

A. TYPE. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

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

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

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

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

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

XIII. DELIVERY AND BILLING

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

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

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, Room 602, School Board Administration Building, 1450 N.E. 2 Avenue, Miami, Florida 33132. To be considered for payment each invoice must show the following information which appears on the Purchase Order.

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

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder unless otherwise requested in writing by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder.

XIV. NO GRATUITY POLICY. It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XV. COMPLIANCE WITH FEDERAL REGULATIONS.

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(1) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board), or subgrantee makes final payment.

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

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

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

  
SUPERINTENDENT OF SCHOOLS

Revised April 1999

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

<b>BID</b>	<b>BUYER</b>	<b>PAGE</b>
009-BB02	A. Roundtree	SC1

**TITLE**  
Fire Extinguishers

**SPECIAL CONDITIONS**

- PURPOSE:** The purpose of this bid is to establish a contract at firm unit prices, for the purchase of estimated requirements, for the items listed, from date of award through **February 28, 2003** and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be renewable for two (2) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the **current contract period.** The Board, through the Bureau of Procurement and Materials Management, may, if considering to renew, request a letter of intent to renew from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
- PRICES:** Prices shall be FOB delivered and shall remain firm through the term of the contract.
- DELIVERIES:** The successful bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the Board prompt delivery. All deliveries shall be completed no later than **30 days** after receipt of purchase order. Where a blanket purchase order is established, partial releases against the blanket purchase order shall be issued through the term of the contract. Packing slips of delivery tickets must accompany shipment to the destination, and shall include the following information: Purchase order number, date of order, complete listing of items being delivered. Deliveries unless otherwise specified on the purchase order, shall be made to:  
  

The School Board of Miami-Dade County, Florida  
Maintenance Materials Management  
12525 NW 28<sup>th</sup> Avenue  
Miami, FL 33167  
Telephone (305) 995-7778
- SAMPLES:** Samples may be requested after bid opening. Vendor(s) will be notified in writing or fax if samples are required for bid evaluation.
- TECHNICAL SPECIFICATIONS:** Vendor must submit technical specifications for fire extinguishers per the attached specifications. All specifications will be reviewed by Maintenance Operations. Technical specifications must be submitted with bid proposal documents or not later than five (5) business days after request from the Bureau of Procurement and Materials Management. Non compliance with this condition may cause the item not to be considered for award.
- ESTIMATED QUANTITIES:** The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities that will be used during the contract period. The School Board of Miami-Dade County, Florida is not obligated to place an order for any given amount, subsequent to the award of this bid. Estimates are based upon M-DCPS's actual needs and usage during a previous contractual period, and include an additional ten percent to cover unanticipated increases in requirements.

BID 009-BB02	BUYER A. Roundtree	PAGE SC2
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TITLE  
Fire Extinguishers

### SPECIAL CONDITIONS CONTINUED

8. **RANDOM SAMPLING:** Random sampling will be done periodically, on shipments of fire extinguishers to insure that the extinguishers meet all M-DCPS specifications. Vendor will be responsible for replacement of complete shipments if specifications have not been met.
9. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department, shall be for one year or manufacturer's warranty, whichever is greater. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to the Board. Vendor agrees to repair and return equipment within five (5) days from receipt of request or provide a temporary replacement.
10. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
  1. Use of pencil is prohibited.
  2. Do not erase or use correction fluid to correct an error.
  3. All changes must be crossed out and initialed in ink.

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

The School Board of Miami-Dade County, Florida  
 Bid #009-BB02  
 Fire Extinguishers

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid #009-BB02
Title: Fire Extinguishers
Buyer: A. Roundtree

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:
-----------------

ITEM	DCPS #	DESCRIPTION OF ITEM	EST. QTY	UNIT	PRICE PER UNIT	MANUF. & MODEL #
		<b>VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR</b>				
		<b>Items 1 through 3 will be awarded on a total low bid basis. Vendor shall bid on all items.</b>				
		<b>Type I: Class A, B, and C, fires (multi-purpose)</b>				
1	916-0043	Extinguisher, UL rating 2-A.10-B.C dry chemical, pressurized, metal valve, head assembly and squeeze handles, class "A", "B", "C", fires, vehicle/marine mounting bracket, 5 pound. Vehicle Maintenance stock number 915-0006.	2,682	Each		
2	916-0451	Extinguisher, UL rating 4-A:60-B.C dry chemical, pressurized, metal valve, head assembly and squeeze handles, class "A", "B", "C", fires vehicle/marine mounting bracket, 10 pound.	444	Each		
3	916-0248	<b>Type II: Class B, and C, fires</b> Extinguisher, UL rating 60-B.C dry chemical, pressurized, metal valve, head assembly and squeeze handles, class "B" & "C" fires, wall mounting bracket, 10 pound.	221	Each		

**Miami-Dade County Public Schools**

**Fire Extinguishers  
Pressurized Dry Chemical**

**Bid #009-BB02  
Specifications**

**1.0 SCOPE AND CLASSIFICATION**

- 1.1 Scope: This specification covers requirements for filled, pressurized dry chemical type fire extinguishers. Extinguishers shall be capable of safe refill.
- 1.2 Classification: The fire extinguishers shall be classified according to the following types and ratings.
- TYPE I: CLASS A, B, AND C, FIRES (multipurpose – all types)
- TYPE II: CLASS B, AND C, FIRES (flammable liquid and electrical)

**2.0 REQUIREMENTS**

- 2.1 All extinguishers shall comply with the rules and regulations of the State of Florida Fire Marshal's Office.
- 2.2 All extinguishers shall be listed by Underwriters' Laboratories, Inc. or approved by Factory Mutual, have an Underwriters' or manufacturers serial number and be so labeled in a permanent manner.
- 2.3 The dry chemical multipurpose powder material used shall comply and be so certified with formulation requirements of Federal Specification 0-D-1380, latest issue.
- 2.4 Mounting Provisions: Optional mounting provisions shall be supplied with each extinguisher to meet marine/vehicular or wall bracket mounting requirements as indicated. Marine/Vehicular brackets for extinguishers of 9 lbs. capacity and higher shall be heavy metal strap with rest platform (running board ) style.
- 2.5 Handle: Discharge squeeze handle(s) in assembly shall be fixed and shall assure no turning or rotary movement of the handle.
- 2.6 Technical Documentation For Bid Evaluation: Manufacturer's specification sheet(s) or technical publications(s) are acceptable to demonstrate compliance with the following requirements.
- Manufacturer's name, extinguisher UL rating, model number and capacity, mounting bracket model number. Products must meet or exceed all specifications.



- 2.7 Additional Decaling: All extinguishers shall be provided with an additional decal on the back of the extinguisher. The decal shall be destructible vinyl with permanent adhesive. The artwork of the decal shall be as follows:

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**PROPERTY OF  
MIAMI-DADE COUNTY PUBLIC SCHOOLS**

Conviction of theft or vandalizing a fire extinguisher constitutes a felony and is punishable by a term of imprisonment not exceeding 5 years and/or a fine of \$5000.00. In accordance with Florida Statutes 806.10 and 812.014.

If found call (305) 995-1000, Miami-Dade County Public Schools central switchboard.

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3.0 **SAMPLING AND INSPECTION**

- 3.1 Bid Samples: Bidders shall submit to the address listed below one fully charged fire extinguisher of each type as requested after bid opening:

Deliver To:     Materials Control  
                     7040 West Flagler Street  
                     Miami, FL 33144

Attn: Bob Munro  
Telephone: (305) 995-3290

- 3.2 Random Samples: Extinguishers delivered under this bid will be selected at random, for inspection, and if the item shipped is not in compliance with award specifications, the vendor will be responsible for pick up and re-delivery of correct extinguishers. Shipments of substitute items will result in default as defined in Instructions To Bidders.

4.0 **PREPARATION FOR DELIVERY**

- 4.1 Each extinguisher delivered shall be newly charged.
- 4.2 Packing: Unless otherwise specified, the subject commodity shall be packed in substantial commercial containers of the type, size, and kind commonly used for the purpose, so constructed as to insure acceptance and safe delivery to the point of destination called for in the purchase order.

4.3

Marking: Unless otherwise specified, shipping containers shall be marked with the name of material, class and quantity contained therein, name of contractor, and purchase order number.