



Direct all inquiries to Procurement Management Services.

BUYER NAME: _____

E-MAIL ADDRESS: _____

PHONE: (305) _____

FAX NUMBER: _____

TDD PHONE: (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. _____

BID TITLE _____

Bids will be accepted until 2:00 PM on _____ 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 Bids may not be withdrawn for _____ days after opening.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. BIDDER CERTIFICATION AND IDENTIFICATION

- A. 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.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

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, its members, officers and employees.

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

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond Check (Cashier's, Certified, or equal)

An original, manual signature is required on the Bidder Qualification Form.
 (Bidder is requested to use blue ink, do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **Fax No.** _____

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at <http://www2.dadeschools.net/schoolboard/rules/>.

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

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

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

B. INSTRUCTIONS TO BIDDERS. Defines conditions of the bid.

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

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

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

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

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

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

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

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

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

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

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

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

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

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

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

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

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

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

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

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the cancelled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

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

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

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

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

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

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

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

D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

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

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

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

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

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

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

1. Awards Greater than \$500,000

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

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

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

2. Awards of \$500,000 or Less

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

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

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

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

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

VIII. SAMPLES

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

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

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

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

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

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

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

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

G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. SUBSTITUTIONS

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

X. PACKAGING

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

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) Of Item(S) Contained
4. Item Number(S) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

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

XII. RECYCLING REQUIREMENTS

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

XIII. ENVIRONMENTAL PRODUCTS

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

XIV. DELIVERY AND BILLING

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

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

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

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

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and

Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

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

XVII. COMPLIANCE WITH LAWS - Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo

identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

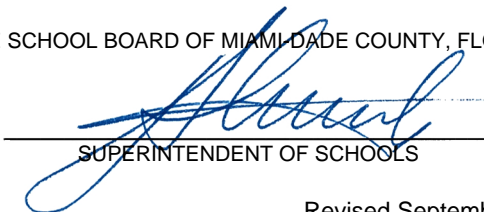
XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

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

BID NO.: _____
BID TITLE: _____
BID OPENING DATE: _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. **NO ENVELOPE IS NECESSARY.**

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.

We cannot meet the specifications nor provide an alternate equal product.

Our company is simply not interested in bidding at this time.

OTHER, (Please specify) _____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature _____

Title _____

Company _____

NOTE: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

Vendor Information Sheet



1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____ Street Address

_____ City State Zip Code

2. Telephone/Fax/Contact Person

_____ Telephone number

_____ Fax number

_____ Contact Person

_____ E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief **officer**, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. **Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.** Vendor applications can be downloaded at: <http://procurement.dadeschools.net>

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# 029-JJ11**

INDEMNIFICATION

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

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

(a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

(b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1500 Biscayne Boulevard, Suite 127
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Mrs. La-Chane Faison at 305-995-7133.

BID 029-JJ11	BUYER Vanessa Flores	PAGE SC 1
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TITLE:
Fire Suppression System Retrofit and Additional Services

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a list of pre-approved vendors for fire suppression system retrofit and/or additional services for Miami-Dade County Public Schools (M-DCPS) facilities. The term of the bid shall be from for two (2) years from the date of award, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee(s), be extended for three (3) additional one year periods, and if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management, may, if considering extending, may request a letter of intent to extend from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon. The successful vendor(s) agrees to this condition by signing its bid.
2. **AWARD:** M-DCPS may award this contract to qualified companies meeting the specifications contained herein. Bidders must meet all specifications and requirement of this bid to be considered for award.

Successful vendors will be considered as pre-approved and will be invited to participate in the quoting process for each project. As the need arises, the awarded vendors will be requested to submit quotations for any single job exceeding the threshold for quotation or for items currently not on the bid as established by M-DCPS' Board Rule 6Gx13-3C-1.111, BIDDING PROCESS -- COMPETITIVE BIDDING REQUIREMENTS, paragraph II, (B), or any amendment thereof. Quotations will be evaluated and the lowest responsive and responsible bidder awarded the specific job. Projects under \$6,000.00 may be assigned using a rotation system.

3. **BIDDER QUALIFICATIONS:** Bidder(s) must have an established business providing sales, service and installation to users for a minimum of three (3) years. Bidder(s) are requested to provide a list of five (5) references where projects of similar scope of work and dollar amount have been performed.
4. **DELIVERY AND INSTALLATION:** This is a turnkey project and is to include all labor, materials and equipment necessary to complete this project. All equipment is to be the responsibility of the vendor until such time as the project is complete and accepted by the authorized M-DCPS representative. All deliveries on this project are to be completed within 120 days after receipt of Purchase Order. Equipment is not to be shipped to the individual school site(s) unless advised to do so by Project Manager.
5. **WARRANTY:** All work performed by vendor shall be warranted for a minimum of one (1) year after final acceptance. All work, material and hardware shall be free from defects and structurally sound during the entire warranty period. All defective material, improper workmanship, and other substandard conditions, documented by M-DCPS within the warranty period, shall be corrected by the vendor at no cost to M-DCPS.
6. **EXPENDITURES:** No guarantee is given or implied as to the total quantity or dollar value of this bid. M-DCPS is not obligated to place any order with any vendor participating in this bid. Order placement will be based on the needs and interest of M-DCPS.

BID 029-JJ11	BUYER Vanessa Flores	PAGE SC 2
TITLE: Fire Suppression System Retrofit and Additional Services		

SPECIAL CONDITIONS

7. **UL/CSA/ETL APPROVAL:** All electrical equipment shall bear the approval symbol or name of Underwriters' Laboratories, Inc., The Canadian Standards Association or ETL Testing Laboratories.
8. **NEW EQUIPMENT:** This bid shall be for new equipment only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used; shopworn, demonstrator or prototype equipment is not acceptable and will be rejected.
9. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is required to be submitted with the Bid Proposal. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.
10. **SPECIFICATIONS:** If an item is to be considered as an equal to the specified item, in a quote, complete technical specifications, together with illustrative materials providing brand name and model number of the item should accompany the bid being submitted. Non-compliance with this condition may cause the quote not to be considered.
11. **REMOVAL OF DEBRIS:** The successful vendor shall be responsible for removing all debris resulting from the work specified herein and shall leave the job site in a clean undamaged condition.
12. **DAMAGE OF PROPERTY:** The successful vendor shall be responsible for all damage occurring as a direct result of the work performed in completion to the work specified herein and shall take the necessary steps to correct such damage.
13. **ACCEPTANCE:** For installed equipment, the date of acceptance is the date M-DCPS accepts the product as installed and in good working order.
14. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), before being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
15. **NON-EXCLUSIVITY:** M-DCPS reserves the right to procure items herein described through the use of contracts awarded by the State of Florida, any county or municipality, or other authorized contract, whichever is considered in the best interest of M-DCPS.

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TITLE:
Fire Suppression System Retrofit and Additional Services

SPECIAL CONDITIONS

16. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the vendor(s) not to be awarded any new business. Vendor applications can be downloaded at <http://procurement.dadeschools.net>.
17. **CODES AND PERMITS:** All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful vendor(s) shall be responsible for all necessary licenses and permits, as may be required.
18. **SUBCONTRACTORS:** Subcontracting is permitted under this contract with the exception of Class D work. The vendor must submit a list of subcontractors it may utilize, with the bid. M-DCPS reserves the right to reject the utilization of any subcontractor prior to bid award. Rejection of any subcontractor by M-DCPS shall not entitle the vendor to adjust its bid prices. The vendor shall be held fully responsible and liable for the supervision and disputes between the vendor and any subcontractor. All subcontractors who perform against this bid understand and agree that all payments for products and services rendered under this bid will be made by vendor, and that the purchaser (The School Board and/or M-DCPS) is not liable to the subcontractor, should the vendor fail to render payment to the subcontractor.

Subcontractors further acknowledge and agree that it will not seek payment from purchasers (Miami Dade-County School Board), for any supplies and services supplied pursuant to this bid. All subcontractors used by the vendor, shall comply with all applicable local, state, and federal regulations.
19. **INVOICING AND PAYMENT:** Invoices are requested to contain the purchase order number, contract number, quantity, unit description, quote number (if applicable) and price. Any deviation from this requirement may be grounds for termination of the contract. The payment terms of the District are net 30 days after receipt and acceptance of item(s). Vendor may be requested to provide electronic submission of invoices in a format to be determined by the District.
20. **BID ADDENDUMS OR QUESTIONS AND ANSWERS:** All bidders should monitor continuously, the M-DCPS Procurement website, for any addendums or questions and answers that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, questions and answers and award information, is as follows: <http://procurement.dadeschools.net> (then click on) Current Bids/RFP's Under the Cone of Silence.
21. **BIDDERS RESPONSIBILITY:** Each bidder(s) shall carefully examine the Instructions To Bidders, Specifications, Special Conditions as listed, and the list of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the bid details and the number and wide spread locations of schools.

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TITLE: Fire Suppression System Retrofit and Additional Services		

SPECIAL CONDITIONS

22. **BID SUBMISSIONS:** Bidders are requested to submit one (1) original and three (3) copies of their bid proposal. Bidders are requested to submit, with their bid package, all information requested in the attached specifications. Failure to provide documentation with the bid may result in the bid not being considered for award. Requested information includes, but is not limited to:
- Signed Bidders Qualification Form
 - Bid Proposal Form Sheets Completed
 - Vendor Information Sheet
 - Occupational License
 - List of local or toll free telephone numbers for normal business hours and after normal business hours contact.
 - Class D Fire Equipment Dealer License
 - Appropriate and current documentation from the US DOT indicating vendor cylinder requalification facility registration number (Retester Identification Number (RIN)).
 - Documentation of at least three (3) years experience
 - Vendor(s) shall provide a list of at least five (5) installations performed within the past twenty-four (24) months. This list shall include the entity for which the work was performed, location of the work, contact person and telephone number, together with a brief description of the work. Bids, which do not include such proof, may be considered non-responsive
 - Vendors are to provide a minimum of three (3) signed reference letters detailing similar work performed, M-DCPS shall not be used as a reference
 - Name of individuals employed by the vendor who will be retrofitting fire suppression systems at M-DCPS facilities or if subcontracting, list of Contractors together with bid
23. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification, or information regarding this bid must be requested, in writing, by FAX or E-mail to:

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO:

Vanessa Flores, Buyer
Procurement Management Services
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 352
Miami, Florida 33132
Fax #305-523-2331
E-Mail: vyflores@dadeschools.net

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 268B
Miami, Florida 33132
Fax #305-995-1448
E-Mail: martinez@dadeschools.net

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TITLE: Fire Suppression System Retrofit and Additional Services		

SPECIAL CONDITIONS

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS 7 DAYS PRIOR TO DUE DATE TO ALLOW M-DCPS SUFFICIENT TIME TO ADDRESS ALL INQUIRIES.

24. **ERASURES OR CORRECTIONS:** Bidders are required to use permanent ink when completing the Bid Proposal Form.

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 permanent 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).

MIAMI-DADE COUNTY PUBLIC SCHOOLS
FIRE SUPPRESSION SYSTEM RETROFIT AND ADDITIONAL SERVICES
BID # 029-JJ11

PART 1 - GENERAL

1. WORK INCLUDED

A. Scope

The purpose and intent of this term bid is to establish a list of pre-approved vendors to replace existing automatic fire suppression system with an appropriate pressurized chemical, UL listed, code compliant system and/or additional services that may be conducted at various Miami-Dade County Public Schools (M-DCPS) facilities in Miami-Dade County, Florida.

The Vendors shall perform all work required by applicable codes, standards and specifications attendant with the replacement of suppression systems, including, but not limited to electrical, fire alarm, gas, sheet metal and test and balance.

2. JOB CONDITIONS:

A. Award

This contract will be awarded to the vendors meeting the minimum qualification requirements.

B. Site Inspection

Vendors are encouraged to make site inspections of typical M-DCPS facilities to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the educational and food service processes. The M-DCPS Authorized Representative is available to answer questions regarding normal workload, average job size, special conditions and problems, safety considerations, and other conditions unique to this school system. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid has been awarded.

C. Emergency Response

When an emergency is deemed to exist by the M-DCPS Authorized Representative, the vendor will be required to respond on a verbal confirmation by Procurement Management Services (PMS). The response must result in the arrival of a work crew at the affected site within four (4) hours. At the discretion of the M-DCPS Authorized Representative, this response time may be increased to one (1) calendar day. Failure to respond in a timely manner to emergency requests shall constitute grounds for termination of this award.

D. Warranty

All work performed by the vendor shall be warranted for a minimum period of one year after final acceptance by M-DCPS. All defective material, equipment or improperly finished work documented by M-DCPS within the warranty period shall be corrected by the vendor within two weeks of written notification at no additional cost to M-DCPS.

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FIRE SUPPRESSION SYSTEM RETROFIT AND ADDITIONAL SERVICES
BID # 029-JJ11

E. Quality Assurance

- a. The vendor shall abide by all Federal and state regulations including, but not limited to EPA, OSHA, HRS, FBC, and FFPC. Vendor shall possess all current licenses, and certificates to operate a fire suppression system service organization or business in the State of Florida in accordance with Florida Statutes Chapter 633 and appropriate State Fire Marshal Rule Chapter 69A-21.
- b. Vendor shall provide an inspection report for each fire suppression system serviced, and/or repaired in accordance with appropriate State Fire Marshal Rule Chapters 69A-21 FBC.
- c. The vendor shall provide services per the appropriate NFPA standards, CGA guidelines, methods, and standards and manufacturers manual for the systems.
- d. Vendor shall maintain offices, facilities, and personnel within the State of Florida. Vendor shall be accessible by local or toll free telephone number during regular business hours. Local or toll free answering service for emergencies shall be available twenty-four (24) hours a day, seven (7) days per week.
- e. During the term of this contract any change in vendor status or employee(s) providing service to M-DCPS facilities shall be reported in writing to the M-DCPS Authorized Representative within five (5) working days.

F. Vendor Requirements

- a. The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- b. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board Rule 6GX13-4-1.05. A fine of \$500 may be assessed for the first time offense and termination of the contract for the second time offense.
- c. Unless otherwise specified, the Vendor shall furnish all labor, tools, material and equipment necessary for satisfactory contract performance. Such tools, material and equipment shall be of a suitable type and grade for the purpose.

G. Billing

- a. Upon completion invoices shall be forwarded as follows:

The original invoice shall be sent, along with the PO, and quotation(s) to:

**WILL BE IDENTIFIED ON THE PURCHASE ORDER
ATTENTION: PROJECT COORDINATOR**

- b. A duplicate invoice shall be sent to:

**SCHOOL BOARD OF MIAMI-DADE COUNTY
ACCOUNTS PAYABLE
PO BOX 01-2570
MIAMI, FLORIDA 33101**

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FIRE SUPPRESSION SYSTEM RETROFIT AND ADDITIONAL SERVICES
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- c. The invoice document shall contain the following information:
 - i) Invoice should be standard 8 ½"x 11" size.
 - ii) Vendor must indicate on each invoice per facility the following:
 - iii) Purchase order number.
 - iv) Facility name.
 - v) Facility address.
 - vi) System(s) location within facility (i.e. kitchen, food lab, etc.).
 - vii) System number (hood number) if appropriate.
 - viii) Manufacturer of the system(s).
 - ix) Model number of system(s).
 - x) Serial number of system(s).

- d. Invoices received for payment without proper documentation will be returned to the vendor for re-submission. Invoices will not be paid until final acceptance by M-DCPS.

3. COORDINATION OF SERVICES:

- A. Vendor shall call each M-DCPS facility prior to arrival to assure accessibility. Failure to follow this procedure shall not entitle the vendor to compensation for services not performed due to inaccessibility.

- B. The vendor shall accomplish all work without extra compensation (i.e. overtime) anytime the facility allows access (i.e. evenings, nights, weekdays, holidays, school recess periods and/or weekends).

- C. The vendor shall notify the M-DCPS Authorized Representative within the same business day of any occurrence when access is denied after previously being granted, or if continuous attempts to gain access have failed. Notification shall be accomplished via verbal (phone) communication and followed with a written notice.

4. M-DCPS RESERVES THE RIGHT:

- A. To terminate this contract or any portion(s) thereof, upon 30 days written notice to the vendor(s) due to nonperformance and/or default of any part of this contract.

- B. To cancel, without cause, any work, or any portion of the work awarded under this contract, or to cancel this contract in its entirety, upon thirty (30) days written notice to the vendor.

- C. In the event of the vendor's failure or neglect to perform any required service or work properly and diligently in an acceptable manner and in compliance with this contract, M-DCPS shall notify the vendor(s) in writing, listing the specific services to be performed and a specified time frame for completion. If the service is not performed within the time specified in an acceptable manner, M-DCPS may, seven (7) days after written notice to the vendor of the default, accomplish the required service by any method M-DCPS deems necessary. The cost thereof will be deducted from the contract price and may become due from the vendor(s) to M-DCPS; and at M-DCPS option, M-DCPS may declare the entire contract terminated.

- D. To have the vendor bear any fines and/or penalties levied against the District by any agency or individual having jurisdiction or a result of the vendors negligence in adherence to the terms and conditions of this contract, applicable statutes, codes and/or ordinances.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
FIRE SUPPRESSION SYSTEM RETROFIT AND ADDITIONAL SERVICES
BID # 029-JJ11

- E. To award to approved vendors, on a rotating basis, any individual project with a cost below the threshold established by M-DCPS' Board Rule 6Gx13-3C-1.111, BIDDING PROCESS -- COMPETITIVE BIDDING REQUIREMENTS, paragraph II, (B), or any amendment thereof.
- F. M-DCPS reserves the right to perform, or cause to be performed, the work and services herein described in any manner it sees fit, including, but not limited to, award of other contracts, or to perform the work with its own employees.

PART 2 - BID SUBMISSION

- 1. One (1) original and three (3) copies of the bid and all supporting documentation is requested to be submitted with the bid.
- 2. Required Bid Documentation:
 - A. With bid, the vendor shall submit the following documents. Failure to submit all required documentation may result in the vendor not being considered for award.
 - i) Class D Fire Equipment Dealer License.
 - ii) Occupational License
 - iii) Appropriate and current documentation from the US DOT indicating vendor cylinder requalification facility registration number (Retester Identification Number (RIN).
 - iv) List of local or toll free telephone numbers for normal business hours and after normal business hours contact.
 - v) Name of individuals and or subcontractors employed by the vendor who will be retrofitting fire suppression systems at M-DCPS facilities.
 - B. Vendors are to provide a minimum of three (3) signed reference letters, preferably on letterhead, detailing similar work performed, and shall include documentation of at least three (3) years experience. M-DCPS shall not be used as a reference.
 - C. Vendor(s) shall provide a list of at least five (5) installations performed within the past twenty-four (24) months. This list shall include the entity for which the work was performed, location of the work, contact person and telephone number, together with a brief description of the work. Bids, which do not include such proof, may be considered non-responsive.

PART 3 - VENDOR REQUIREMENTS

- 1. It is the responsibility of the vendors to comply with all codes and regulations having jurisdiction for work to be performed under this contract including but not limited to the Florida Building Code, National Electrical Code, and M-DCPS Master Specifications (Note: Master Specifications may be accessed on the Internet at <http://facil.dade.k12.fl.us/facplan/masterspec.htm>)
- 2. Vendor shall assure that no use of any controlled substance including alcohol shall occur on M-DCPS premises as outlined in Board Rule 6GX13-4-1.05. A fine of \$500 may be assessed for the first time offense and termination of the contract for the second time offense.
- 3. Vendor shall insure that all of its personnel, subcontractors and material suppliers engaged in any activities encompassed by this bid are properly qualified, trained and licensed to perform the work assigned. Vendor may be requested at any time to provide evidence of such qualifications.

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4. All personnel employed by the vendor, including any subcontractor and subcontractors employees when applicable, shall display at all times an identification badge which shall include the employee's name and either a physical description and/or a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.
5. The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of M-DCPS. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.
6. All parts and materials provided under this contract shall be new, Original Equipment Manufacturer (OEM), free from defect, UL Listed and/or FM approved for its intended purpose.
7. The vendor must provide two (2) copies of the service manuals for the fire suppression systems being replaced to M-DCPS at no cost.

PART 4 - EXECUTION/ PROJECT SITE SCOPE MEETING

1. When notified in writing via e-mail, facsimile or other documented method, approved vendors shall R.S.V.P to the Maintenance Operations (MO) Project Manager indicating their intent to attend. Vendors must R.S.V.P. within three (3) working days to the MO Project Manager by any of the above stated methods. Vendors that do not R.S.V.P. may not be allowed to participate in the project site scope meeting and may not be allowed to submit a quotation for that project
2. Failure to respond to three (3) consecutive requests for quotation or to a total of 10 requests for quotation during the term of this bid may result in vendor default.
3. The vendors shall submit a detailed quotation to Procurement Management Services by the date indicated on the quotation package. If signed and sealed plans are required, the vendors are required, and shall submit within 15 working days, of the Project Site Scope Meeting, a detailed quotation to Procurement Management Services. By submitting a quotation, the vendors are agreeing to accomplish the work defined at the Project Site Scope Meeting, and it is the vendors' responsibility, to include all necessary items prior to submission to the Procurement Management Services. The quotation shall contain, at a minimum, the firm, fixed price to complete the work, a list of materials, equipment, labor hours and subcontractors, if any. The quotation shall also contain the relative project schedule and estimated period for completion as mutually agreed upon during the Project Site Scope Meeting not to exceed seven (7) calendar days. No allowances shall be made because of lack of knowledge of these conditions unless they are the result of additions or changes requested by the Board's representatives.
4. The vendor submitting the lowest quotation meeting specifications shall be awarded the project on a lump sum basis.
5. As a result of the vendor(s) being awarded the project the MO Project Manager shall issue a Notice-To-Proceed letter together with the Purchase Order, with 10 (Ten) calendar days notice, which shall state the date of commencement and the number of calendar days after commencement that the work will be completed. The time of completion for each installation and/or project shall be determined by this procedure and may be adjusted by mutual agreement of the vendor and the School Board of Miami-Dade County, Florida.
6. The District, by requesting quotations, does not by implication commit itself to commencement or completion of any project.

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7. Each vendor is required to examine carefully the specifications and to be informed regarding all conditions and requirements that may affect the work to be performed.
8. Scheduling of visits to the various schools and facilities shall be coordinated with the senior site administrator and/or designee in order to ensure adequate access for the visitors and to minimize disruptions at the schools. The vendors must contact the MO Project Manager or authorized representative ONLY, and NOT the site administrators, regarding questions or concerns related to that facility.

PART 5 - INSPECTION OF WORK

1. M-DCPS reserves the right to inspect the vendor's work at any time to assure compliance with all terms and conditions of this contract. The vendor will provide M-DCPS with a written request for inspection at least 48 hours prior to the requested inspection date. Vendor will have personnel present during the scheduled inspections.
2. Vendor shall remedy any work which fails to conform to the requirements of this contract and which appears during the progress of the work. The vendor shall warrant the work and shall remedy any defects due to faulty materials or workmanship, which appear within one (1) year from the date of final acceptance. Neither the final payment nor any provision in these contract documents shall relieve the vendor of the responsibility for negligence, defects of manufacture, latent defects, faulty materials and/or workmanship to the extent of and within the period provided by law. Upon written notice, the vendor shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. The expiration date of the one (1) year warranty period shall be one (1) year from date of final acceptance by the MO Project Manager.
3. If the vendor, after notice, fails to proceed promptly with the terms of the warranty, M-DCPS may have the defects corrected and the vendor will be liable for all expense incurred. Such action by the Board shall not relieve the vendor of further warranty liability.

PART 6 - FACILITY USE, CLEAN UP, PROTECTION, AND SAFETY

1. The Vendor shall not utilize restrooms, cafeteria, M-DCPS equipment, materials and tools without prior permission from the site administrator.
2. The Vendor shall remove all tools, equipment, and material from premises immediately upon completion of work.
3. The Vendor shall leave the work area ready for use and occupancy without the need of further cleaning of any kind.
4. The Vendor shall ensure protection of the equipment, structure, and building occupants.
5. The Vendor shall not obstruct passageways or other means of egress.
6. The vendor's employees, subcontractors and its employees, and any other personnel including materials suppliers engages in any activities encompassed by this contract are strictly forbidden from participating in any manner and form of interaction with the students of M-DCPS. Violation of this provision shall result in removal of the individual(s) involved from the school site, the project, and further, the vendor shall be prohibited from employing the individual in any future work with M-DCPS performed under this contract.
7. All costs including any incidental costs for cleanup, etc., to remedy accidental dumps or discharges of any automatic fire suppression system by a vendor shall be borne by the vendor.

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BID # 029-JJ11

8. Under no circumstances shall any routine procedure performed by the vendor render any system inoperable at any time.

PART 7 - REFERENCES

1. Code of Federal Regulations (CFR) 49 parts 100-185; 29 parts 1900-1910.
2. Compressed Gas Association (CGA) C-1, C-6, C-6.1, C-6.3.
3. Environmental Protection Agency (EPA).
4. Factory Mutual (FM).
5. Florida Building Code (FBC).
6. Florida Fire Prevention Code (FFPC)
7. Florida Statutes Chapter 633.
8. Health and Rehabilitative Services (HRS).
9. National Fire Protection Association (NFPA) 12, 2000; 12A, 1997; 17, 2002; 17A, 2002; 72, 2002; 96, 2001; 101, 2003; 2001, 2000.
10. Occupational Safety and Health Administration (OSHA).
11. State Fire Marshal (SFM) Rule Chapters 69A-21, 69A-46, 69A-58, 69A-60.
12. Underwriters Laboratories (UL).
13. United States Department of Transportation (US DOT).

PART 8 - DEFINITIONS

1. Emergency: A situation or occurrence of such a nature that develops due to system failure, system discharge, acts of nature, disruption of the educational process, disruption of the food service process, any life threatening situation for building occupants, or as so declared by the M-DCPS Authorized Representative.
2. Facility: All building structures at a single location, which are designated as a school, administrative or ancillary site.
3. M-DCPS: Miami-Dade County Public Schools
4. M-DCPS Authorized Representative: The M-DCPS Authorized Representative shall be a designee or Project Manager.
5. Mechanic: Vendor's employee that is licensed and/or permitted by the State Fire Marshal's Office to work on Automatic Fire Suppression Systems.
6. MO: Maintenance Operations.
7. OEM: Original Equipment Manufacturer.
8. School Board: The Board of elected officials who are directly responsible to the public for the enforcement of all policies and procedures for Miami-Dade County Public Schools.
9. Site Administrator: The senior administrator or designee at a facility.
10. Sub-contractor: A person or company who enters into an agreement with a vendor and assumes some of the contractual obligations of the primary vendor.
11. Vendor: Shall be the contractor or service company who is awarded this contract in whole or in part.
12. Written Notice: Shall mean delivery of a certified or registered letter to the vendor's last known business address, confirmed facsimile transmission to the Owner or vendor, or email, acknowledged by return response, to the Owner or vendor.

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL HIGHLIGHTED AREAS

Bid # 029-JJ11
Bid Title: Fire Suppression System Retrofit and Additional Services
Buyer: Vanessa Flores

Type or print the complete NAME OF BIDDER:
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DESCRIPTION

- The Bid Package should be submitted in bound volumes on standard 8-1/2" x 11" paper. All information is requested to be assembled and indexed in the order indicated below.
- Binding, covers and section dividers will be at the vendor's discretion.
- One (1) original and three (3) copies of the Bid should be submitted.
- Vendors should provide all documentation requested per Special Conditions and Specifications attached hereto. Failure to provide documentation with the bid may result in the bid not to be considered for award.

- Section 1: Cover Letter
- Section 2: Signed Bidders Qualification Form
- Section 3: Addendum (if any)
- Section 4: Completed Bid Proposal Form Sheet
- Section 5: Vendor Information Sheet
- Section 6: Class D License
- Section 7: Current Documentation from the US DOT (Rin)
- Section 8: Proof of three(3) years experience
- Section 9: List of installations
- Section 10: Three (3) letters of reference
- Section 11: Occupational License
- Section 12: List of Employees

Please provide the following information:
Company Name:
Company Representative:
Phone Number:
Fax Number:
Local/Toll-Free Phone Number:
Universal Resource Locator (URL), Web Site:
E-Mail Address: