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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:
L. Leasburg-Kramer
FAX: (305) 523-3367
TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 164-CC01 BID TITLE FIRE SUPPRESSION SYSTEM INSPECTION

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON July 24, 2003 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 BIDS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER OPENING.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 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 IX: Packaging.

2. PROTEST OF SPECIFICATIONS. Bidders and proposers may file letters of protest which shall serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and 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 § 120.569 and 120.57, Fla., Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing on protests pursuant to § 120.569 and 120.57, Fla., Stat., must be filed in accordance with School Board Rule 6Gx13-8C.1.064. Failure to file a timely notice of protest or failure to file a timely formal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.

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, 800 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 267.133(2)(g) 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 267.017, 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 and Materials Testing.

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; and
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
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 his/her bid he/she shall do so in writing. This communication is to be received by the District Director, Division of Procurement Management and Materials Testing, 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 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.

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 protests, with the School Board Clerk, within 72 hours after the posting of the bid tabulation or receipt of notice of the Board's decision or intended decision. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the bidder is not satisfied with the response to the protest, he/she may invoke the provisions of §§ 120.569 and 120.57, Fla. Stat. Petitions for hearings on protests pursuant to §§ 120.569 and 120.57, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein shall constitute a waiver of proceedings under Chapter 120 Florida Statutes. 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 awardees 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 who 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 \$100,000

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

Contract Amount	Minimum Rating by A.M. Best
\$ 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 \$100,000 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 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.

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.

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.

Revised February 2001

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: (305) 995-3230

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 Materials Testing and Evaluation for further details.

VII. 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 rebid 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.

XI. ENVIRONMENTAL PRODUCTS.

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

XII. 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 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(f) 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 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.

XVI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

I. PREPARING OF BIDS

A. BIDDERS RESPONSIBILITY. Each bidder shall carefully examine the instructions to Bidders, specifications, Special Conditions listed and the number of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and widespread locations of school. This will be of vital importance to assure the required schedule deliveries arrive on time.

II. AWARDS

A. BASIS FOR AWARDS. The awards of all items on this bid will be made on the basis of low bid meeting specifications, when the portion cost is within the acceptable cost range as determined by the Department of Food and Nutrition.

Award of items using USDA D/F Commodity are made conditional to the successful vendor submitting a current copy of either the commodity processing contract approved by the State of Florida HRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.

B. AWARD OF FOREIGN PRODUCTS. Items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Metal cans must be welded to insure no lead is utilized. Cans must be soldered. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the U.S.A., all foreign products must be submitted as an alternate and country of origin must be specified. All wholesomeness as well as grades and origins must be so noted on grade certificates.

All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

III. NEW FOOD ITEMS/BRANDS. Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid must contact the below named for information concerning the submittal of samples: Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144, Telephone: (305) 936-3230.

IV. USAGE REPORTS. The successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school location and a summary of monthly totals. This usage report must be submitted by the tenth day of the following month. This report shall be directed to: The Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144.

V. INSURANCE REQUIREMENTS. Successful vendor(s) are required to have coverage as specified in the indemnity and insurance form. The successful vendor(s) must submit completed certificates of insurance forms within 15 days from notification of award.

VI. USDA CERTIFICATION DOCUMENT. Each vendor is required to complete and submit with the bid the U.S. Department of Agriculture Certification form AD-1048 contained herein. Failure to do so may result in the vendor bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.

VII. NUTRIENT DATA SUBMISSION FORM. Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gathering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

VIII. 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. DELIVERED PRODUCTS. All products delivered shall be identical to the samples submitted for evaluation, and as awarded to successful vendors.

C. UNAUTHORIZED DELIVERIES. The successful vendor(s) will not be authorized to sell and/or deliver any item not listed in this bid. Unauthorized deliveries may result in non-payment of invoices.

D. SUBCONTRACTING DELIVERY. The successful vendor(s) may not be permitted to subcontract for the delivery of any item listed in the awards(s) unless stipulated in writing at the time of bid submission, at no additional cost to the purchaser. In such instances, performance responsibility rests completely with the vendor(s) (awardees).

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 THEREOF WHICH BECOMES PART OF THE BID.

THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

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 each officer, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more 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: dcps.dade.k12.fl.us (click District Offices - click Procurement Management).

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID PROPOSAL FORM (FORMAT A) **TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY**
FLORIDA

BID 164-CC01	BUYER Linda Leasburg-Kramer	PAGE SC 1
TITLE FIRE SUPPRESSION SYSTEM INSPECTION		

SPECIAL CONDITIONS

1. **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. The term of the bid shall be for two years from the date of award 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 **three** additional **one** year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, 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.
2. **INSPECTION:** Inspection and certification shall be completed within the time frame specified in the attached specifications. All inspections shall be made to MDCPS facilities as indicated on each purchase order, and must be completed by the "due date".
3. **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), prior to 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.
4. **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.
5. **SITE INSPECTION:** Prospective vendors are encouraged to make site inspections of typical schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize the disruption of the school day. The owner's representative is available to answer questions regarding normal workload, average job size, problems, safety considerations, or other conditions unique to the school system. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid award.
6. **PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for Wednesday, July 9, 2003, at 10:00 a.m. in -Conference Room - 2nd Floor Training Room, Maintenance Operations, 12525 NW 28 Ave., Miami, Florida 33162. Pre-bid conference **ATTENDANCE** by the bidder or its qualified representative is requested to ensure bid compliance.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
BID PROPOSAL FORM (FORMAT A) **TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY**
FLORIDA

BID 164-CC01	BUYER Linda Leasburg-Kramer	PAGE SC 2
TITLE FIRE SUPPRESSION SYSTEM INSPECTION		

7. **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 requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. 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.
8. **VENDOR INFORMATION SHEET:** All bidders are encouraged to complete the attached Vendor Information Sheet. In order to conduct business under this contract, MDCPS requires that the successful 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 may be downloaded at <http://procurement.dadeschools.net>
9. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
- a. Use of pencil is prohibited.
 - b. Do not erase or use correction fluid to correct an error.
 - c. 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).

CONSIDERED
M1-1/00

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# 164-CC01

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 \$500,000 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 \$1,000,000 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 Ms. La-Chane Clark at 305-995-7133.

The School Board of Miami-Dade County, Florida
 Bid #164-CC01
 Fire Suppression System Inspection, Testing and Additional Services

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No. 164-CC01
Title: Fire Suppression System Inspection, Testing and Additional Services
Buyer: L. Leasburg-Kramer

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER

ITEM	DESCRIPTION OF ITEM	EST QTY	UNIT	Price Per Unit	Manufacturer & Model Number
	VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR				
	Provide all necessary labor, materials and equipment for the inspection, testing and additional services of fire suppression systems for Miami-Dade County Public Schools facilities, in accordance with attached specifications				
	Group A, Engineered-ANSUL				
	Items 1 through 11 to be awarded on a total low bid basis. Vendors shall bid all items.				
1	Inspection, CA, clean agent	2	Per inspection		
2	Inspection, CO2, Carbon Dioxide	2	Per inspection		
3	Inspection, Halon 1301	6	Per inspection		
4	Hydrostatic Testing, all sizes, all agents	3	Per cylinder		
5a	Refill/Recharge, CA, clean agent	400	Per pound		
5b	Refill/Recharge, CA, clean agent	700	Per cubic foot		
6	Refill/Recharge, CO2, Carbon Dioxide	45	Per pound		
7	Refill/Recharge, Halon 1301	200	Per pound		
8	Disarm/Arm System	1	Per system		
9	Hourly labor rate for additional services.	2	Per hour		
10	Percentage of discount off manufacturers price list for OEM parts	0	% discount		
11	Percentage of discount off manufacturers price list for non-OEM parts	0	% discount		

The School Board of Miami-Dade County, Florida
 Bid #164-CC01
 Fire Suppression System Inspection, Testing and Additional Services

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No. 164-CC01
Title: Fire Suppression System Inspection, Testing and Additional Services
Buyer: L. Leasburg-Kramer

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER

ITEM	DESCRIPTION OF ITEM	EST QTY	UNIT	Price Per Unit	Manufacturer & Model Number
	Group B, Engineered - FENWAL				
	Items 12 through 18 to be awarded on a total low bid basis. Vendors shall bid all items.				
12	Inspection, Halon 1301	8	Per inspection		
13	Hydrostatic Testing, all sizes	2	Per cylinder		
14	Refill/Recharge, Halon 1301	100	Per pound		
15	Disarm/Arm System	1	Per system		
16	Hourly labor rate for additional services.	10	Per hour		
17	Percentage of discount off manufacturers price list for OEM parts	0	% discount		
18	Percentage of discount off manufacturers price list for non-OEM parts	0	% discount		
	Group C, Engineered - KIDDE				
	Items 19 through 27 to be awarded on a total low bid basis. Vendors shall bid all items.				
19	Inspection, CO2, Carbon Dioxide	38	Per inspection		
20	Inspection, Halon 1301	2	Per inspection		
21	Hydrostatic Testing, all sizes, all agents	2	Per cylinder		
22	Refill/Recharge, CO2, Carbon Dioxide	225	Per pound		
23	Refill/Recharge, Halon 1301	100	Per pound		
24	Disarm/Arm System	1	Per system		
25	Hourly labor rate for additional services.	4	Per hour		
26	Percentage of discount off manufacturers price list for OEM parts	0	% discount		
27	Percentage of discount off manufacturers price list for non-OEM parts	0	% discount		

The School Board of Miami-Dade County, Florida
 Bid #164-CC01
 Fire Suppression System Inspection, Testing and Additional Services

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No.164-CC01
Title: Fire Suppression System Inspection, Testing and Additional Services
Buyer: L. Leasburg-Kramer

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER

ITEM	DESCRIPTION OF ITEM	EST QTY	UNIT	Price Per Unit	Manufacturer & Model Number
	Group D, Pre-Engineered - AMEREX				
	Items 28 through 34 to be awarded on total low bid basis. Vendors shall bid all items.				
28	Inspection, WC, Wet Chemical	30	Per inspection		
29	Hydrostatic Testing, all sizes	2	Per cylinder		
30	Refill/Recharge, WC, Wet Chemical	4	Per gallon		
31	Disarm/Arm System	1	Per system		
32	Hourly labor rate (for additional services)	3	Per hour		
33	Percentage of discount off manufacturers price list for OEM parts	0	% discount		
34	Percentage of discount off manufacturers price list for non-OEM parts	0	% discount		
	Group E, Pre-Engineered-ANSUL				
	Items 35 through 44 to be awarded on a total low bid basis. Vendors shall bid all items.				
35	Inspection, WC, Wet Chemical	224	Per inspection		
36	Inspection, DC, Dry Chemical	226	Per inspection		
37	Hydrostatic Testing, all sizes, all agents	41	Per cylinder		
38	Refill/Recharge, WC, Wet Chemical	9	Per gallon		
39	Refill/Recharge, DC, Dry Chemical	120	Per pound		
40	Disarm/Arm System	8	Per system		
41	6 year Maintenance Dry Chemical	11	Per inspection		
42	Hourly labor rate (for additional services)	20	Per hour		
43	Percentage of discount off manufacturers price list for OEM parts	0	% discount		
44	Percentage of discount off manufacturers price list for non-OEM parts	0	% discount		

The School Board of Miami-Dade County, Florida
 Bid #164-CC01
 Fire Suppression System Inspection, Testing and Additional Services

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the
 complete name of the bidder:
 Bid No. 164-CC01
 Title: Fire Suppression System Inspection, Testing and
 Additional Services
 Buyer: L. Leasburg-Kramer

**PLEASE COMPLETE
 ALL SHADED AREAS**

NAME OF BIDDER

ITEM	DESCRIPTION OF ITEM	EST QTY	UNIT	Price Per Unit	Manufacturer & Model Number
	Group F, Pre-Engineered, FSI				
	Items 45 through 52 to be awarded on a total low bid basis. Vendors shall bid all items.				
45	Inspection, DC, Dry Chemical	16	Per inspection		
46	Hydrostatic Testing, all sizes	44	Per cylinder		
47	Refill/Recharge, DC, Dry Chemical	90	Per pound		
48	Disarm/Arm System	2	Per system		
49	6 year Maintenance Dry Chemical	2	Per inspection		
50	Hourly labor rate for additional services.	5	Per hour		
51	Percentage of discount off manufacturers price list for OEM parts	0	% discount		
52	Percentage of discount off manufacturers price list for non-OEM parts	0	% discount		
	Group G, Pre-Engineered - KIDDE/KIDDE-FENWAL/RANGEGUARD				
	Items 53 through 62 to be awarded on a total low bid basis. Vendors shall bid all items.				
53	Inspection, WC, Wet Chemical	16	Per inspection		
54	Inspection, DC, Dry Chemical	44	Per inspection		
55	Hydrostatic Testing, all sizes, all agents	5	Per cylinder		
56	Refill/Recharge, WC, Wet Chemical	5	Per gallon		
57	Refill/Recharge, DC, Dry Chemical	90	Per pound		
58	6 year Maintenance Dry Chemical	12	Per inspection		
59	Disarm/Arm System	3	Per system		
60	Hourly labor rate for additional services.	10	Per hour		
61	Percentage of discount off manufacturers price list for OEM parts	0	% discount		
62	Percentage of discount off manufacturers price list for non-OEM parts	0	% discount		

The School Board of Miami-Dade County, Florida
 Bid #164-CC01
 Fire Suppression System Inspection, Testing and Additional Services

BID PROPOSAL FORM (FORMAT B)

Type or print in this box the complete name of the bidder:
Bid No. 164-CC01
Title: Fire Suppression System Inspection, Testing and Additional Services
Buyer: L. Leasburg-Kramer

**PLEASE COMPLETE
ALL SHADED AREAS**

NAME OF BIDDER

ITEM	DESCRIPTION OF ITEM	EST QTY	UNIT	Price Per Unit	Manufacturer & Model Number
	Group H, Pre-Engineered - PYRO CHEM/ HEISER				
	Items 63 through 72 to be awarded on a total low bid basis. Vendors shall bid all items.				
63	Inspection, WC, Wet Chemical	56	Per inspection		
64	Inspection, DC, Dry Chemical	10	Per inspection		
65	Hydrostatic Testing, all sizes, all agents	1	Per cylinder		
66	Refill/Recharge, WC, Wet Chemical	4	Per gallon		
67	Refill/Recharge, DC, Dry Chemical	30	Per pound		
68	6 year Maintenance Dry Chemical	6	Per inspection		
69	Disarm/Arm System	1	Per system		
70	Hourly labor rate for additional services.	3	Per hour		
71	Percentage of discount off manufacturers price list for OEM parts	0	% discount		
72	Percentage of discount off manufacturers price list for non-OEM parts	0	% discount		

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
FIRE SUPPRESSION SYSTEM INSPECTION, TESTING, AND ADDITIONAL
SERVICES SPECIFICATIONS FOR ENGINEERED AND PRE-ENGINEERED SYSTEMS**

PART I GENERAL:

1.01

REFERENCES:

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

1.02

DEFINITIONS:

- A. **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, any life threatening situation for building occupants, or as so declared by the MDCPS Authorized Representative.
- B. **Facility:** All building structures at a single location, which are designated as a school, administrative or ancillary site.
- C. **MDCPS:** Miami-Dade County Public Schools
- D. **MDCPS Authorized Representative:** The MDCPS Authorized Representative shall be the District Alarm Coordinator III or designee.
- E. **Mechanic:** Vendor's employee that is permitted by the State Fire Marshal's Office to work on Fire Suppression Systems.
- F. **OEM:** Original Equipment Manufacturer.
- G. **Refill/Recharge:** Refill with appropriate agent (i.e. Clean, Carbon Dioxide (CO₂), Dry, Halon or Wet) and recharge with expellant (i.e. CO₂ or Nitrogen (N₂)), for cartridge systems this includes the actuation cartridge. Some system agents are themselves the expellant and therefore they require refill only.
- H. **School Board:** The Board of elected officials that are directly responsible to the public for the enforcement of all policies and procedures for Miami-Dade County Public Schools.
- I. **Site Administrator:** The senior administrator or designee at a facility.
- J. **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.
- K. **Vendor:** Vendor shall be the contractor or service company who is awarded this contract in whole or in part.
- L. **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.

1.03**WORK INCLUDED:****A. Scope**

The purpose and intent of this term bid is to secure firm prices and establish a term contract for the semi-annual NFPA compliance inspections and testing of engineered and pre-engineered fire suppression systems and additional services. These inspections and additional services will be conducted at various MDCPS facilities in Miami-Dade County, Florida.

B. Fire suppression systems located within a facility shall include, but not be limited to exhaust hoods, ventless fryer hoods, spray booths, computer rooms, and chemistry labs.**C. System Types**

Fire suppression system types shall include, but not be limited to CO2, clean agent, dry chemical, Halon and wet chemical.

1.04**JOB CONDITIONS:****A. Award**

This contract will be awarded by group to the lowest bidder(s) meeting the minimum qualification requirements. (See 1.04 F)

B. Site Inspection

Vendors are encouraged to make site inspections of typical MDCPS 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 process. The MDCPS 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 MDCPS 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 MDCPS 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 MDCPS. All defective material, equipment or improperly finished work documented by MDCPS within the warranty period shall be corrected by the vendor within two weeks of written notification at no additional cost to MDCPS.

E. Quality Assurance

1. The vendor shall abide by all Federal and State Regulations including, but not limited to EPA, OSHA, HRS, FBC, and FPPC. 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 Chapters 4A-21 and/or 4A-46.

2. Vendor shall provide an inspection report for each fire suppression system inspected, tested, serviced, and/or repaired in accordance with appropriate State Fire Marshal Rule Chapters 4A-21 and/or 4A-46, and FBC. (See 1.04, I.1.)
3. The vendor shall provide inspection, testing, and additional services per the appropriate NFPA standards, CGA guidelines, methods, and standards and manufacturers manual for the following system agent types:
 - a. CO2
 - b. Clean Agent
 - c. Dry Chemical
 - d. Halon
 - e. Wet Chemical
4. 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.
5. Subcontracting of any services under this contract is prohibited.
6. During the term of this contract any change in vendor status or employee(s) providing service to MDCPS facilities shall be reported in writing to the MDCPS Authorized Representative within five (5) working days.

F. Vendor Qualification and Requirements

1. Pre-engineered Systems

At the time of bid and throughout the term of this contract the vendor shall:

- a. Possess a current Class D Fire Equipment Dealer License.
- b. Possess appropriate and current documentation from the US DOT indicating vendor cylinder requalification facility registration number (Retester Identification Number (RIN)).
- c. Use service personnel possessing a current Pre-Engineered Permit for performing services on systems at MDCPS facilities.

2. Engineered Systems

At the time of bid and throughout the term of this contract the vendor shall:

- a. Possess a current Fire Protection System Contractor I or III Certificate.
- b. Possess appropriate and current documentation from the US DOT indicating vendor(s) cylinder requalification facility registration number RIN

3. 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.
4. Vendor shall assure that no use of any controlled substance including alcohol shall occur on MDCPS 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.
5. 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. Required Bid Documentation

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.

1. Pre-engineered Systems

Copy(ies) of the current:

- a. Class D Fire Equipment Dealer License for vendor.
- b. Documentation from the US DOT indicating vendor cylinder requalification facility registration number RIN.
- c. List of local or toll free telephone numbers for normal business hours and after normal business hours contact.
- d. Pre-engineered Permit for each person providing services on systems at MDCPS facilities.

2. Engineered Systems

Copy(ies) of the current:

- a. Fire Protection System Contractor I or III Certificate for vendor.
- b. Documentation from the US DOT indicating vendor cylinder requalification facility registration number RIN.
- c. List of local or toll free telephone numbers for normal business hours and after normal business hours contact.
- d. Name of individuals employed by the vendor who will be performing inspections and additional services on fire suppression systems at MDCPS facilities. These individuals would be those whose names and addresses have been submitted to the State Fire Marshal's office per 4A-46.041.

3. Pre-engineered and Engineered Systems

At no cost, the Vendor shall supply the MDCPS Authorized Representative and PMS (Buyers) each with one original of each manufacturers' most recently original published

price list. It is the responsibility of the vendor to provide the District with updated price lists from the manufacturer as they are issued. Failure to do so will result in the most current version of the price list submitted to the District to be used. Additionally, it is requested that the vendor supply the District with a price list in the form of a 3.5-inch diskette or CD ROM. Microsoft Excel is the preferred format.

It must be formatted as either 1 or 2 below:

1. "Microsoft Excel"
No Header or Footer
Portrait only – no landscape
This is the preferred format
2. "Word for Windows"
Font: Times New Roman 12
Portrait only – no landscape

H. Inspection Schedule

1. No inspections shall be executed prior to a mandatory coordination meeting, which shall be held within seven calendar days after the award of this contract.
2. All systems shall be inspected two (2) times per year as established by the MDCPS Authorized Representative to comply with the appropriate NFPA standard requirements. (See 1.04 E. 3.)

I. Inspection Reports

1. Vendor shall submit a written inspection report for each system inspected, tested, serviced, and/or repaired and shall provide the MDCPS Authorized Representative with individual quotation(s) on Fire Suppression System Quotation Form A and Form B (See pages 14 and 15 of this contract) as appropriate to correct any deficiencies noted on the inspection report. Inspection reports, invoices, and quotations (if required) shall be submitted within seven calendar days of each inspection.
 - a. The vendor or its representative shall leave a duplicate copy of the inspection report with the appropriate MDCPS facility personnel (for kitchen hood systems - Food Service (Cafeteria) Manager; for other systems - Principal or Senior Site Administrator).
 - b. Facilities with multiple fire suppression systems in their kitchens have been identified with a numerical label of 1,2,3,4 etc. Vendor must place this number on the inspection report, invoice, and quotation (if required).
2. Vendor must visually inspect exhaust hoods, ventless fryer hoods, stacks, and chimney flues for grease build-up during each fire suppression system inspection. Vendor shall include in the inspection report a statement identifying these conditions as follows:

Clean	-	Needing no attention.
Dirty	-	Needing no immediate attention.
Very Dirty	-	Requires immediate cleaning.

J. **Billing**

1. Upon completion of each inspection, invoices shall be forwarded as follows:
 - a. The original invoice shall be sent along with inspection report(s), and quotation(s) (if required) to:

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
MAINTENANCE OPERATIONS, CENTRAL, DISTRICT ALARMS
ATTN: DISTRICT ALARMS COORDINATOR
12525 N.W. 28 AVENUE, ROOM 154
MIAMI, FLORIDA 33167-2507**
 - b. The duplicate invoice shall be sent to:

**SCHOOL BOARD OF MIAMI-DADE COUNTY
SCHOOL BOARD ADMINISTRATION BUILDING
ACCOUNTS PAYABLE, ROOM 602
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132**
2. The invoice document shall contain the following information:
 - a. Invoice shall be standard 8 ½"x 11" size.
 - b. Vendor must indicate on each invoice per facility the following:
 1. Purchase order number.
 2. Release number, if applicable.
 3. Facility name.
 4. Facility address.
 5. Quantity of systems inspected.
 6. System(s) location within facility (i.e. kitchen, food lab, etc.).
 7. System number (hood number) if appropriate.
 8. Manufacturer of the system(s).
 9. Model number of system(s).
 10. Serial number of system(s).
 11. Quantity of fusible links replaced per system(s). (Respectively per serial number if multiple systems)
 12. Temperature of fusible links replaced per system(s).
 13. Year of the fusible links replaced per system(s).
 14. Cartridge date (month/year) for latest hydrostatic test date and cartridge weight for those systems with actuation cartridges (i.e. Ansul, R101,

R102)

15. Indicate unit prices and extended amounts.
 16. Indicate OEM part number and percent of discount.
 17. Indicate n/c for no charge items (i.e. fusible links, pilot cartridges, glass break rods, etc.).
 18. Signature, printed name, and employee number of a representative of the facility being serviced.
2. Invoices received for payment without properly completed inspection reports will be returned to the vendor for re-submission.
 3. Invoices for additional services will not be paid until final acceptance by MDCPS.

1.05

COORDINATION OF SERVICES:

- A. Vendor shall call each MDCPS 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 (inspection, testing and additional services) without extra compensation (i.e. overtime) anytime the facility allows access (i.e. evenings, nights, weekdays, and/or weekends).
- C. The vendor shall notify the MDCPS Authorized Representative within the same business day of any occurrence 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.

1.06

MDCPS 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 inspection or additional service properly and diligently in an acceptable manner and in compliance with this contract, MDCPS shall notify the vendor(s) in writing, listing the specific services to be performed and a specified time frame for completion. If the inspection or additional service is not performed within the time specified in an acceptable manner, MDCPS may, seven (7) days after written notice to the vendor of the default, accomplish the required inspection or additional service by any method MDCPS deems necessary. The cost thereof will be deducted from the contract price and may become due from the vendor(s) to MDCPS; or, at MDCPS option, MDCPS may declare the entire contract or group thereof terminated in accordance with paragraph 1.06 A.
- 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.

PART 2 PRODUCTS:

2.01 FIRE SUPPRESSION SYSTEM (DEFINITION):

- A. A single fire suppression system is any configuration of a single pull station, release mechanism, detection means, distribution piping incorporating single or multiple tanks providing protection for hood, duct, plenum and hazard. Application method can be via local, total flooding, hand hose line or combination of local and total flooding.
1. Pre-engineered - A fire suppression system having predetermined flow rates, nozzle pressures, and quantities of agent. These systems have the specific pipe size, maximum and minimum pipe lengths, flexible hose specifications, number of fittings, and number and types of nozzles prescribed by a Nationally Recognized Testing Laboratory (NRTL). The hazards protected by these systems are specifically limited as to type and size by a NRTL, based upon actual fire tests. Limitations on hazards that can be protected by these systems are contained in the manufacturer's installation manual, which is referenced as part of the listing and/or approval.
 2. Engineered - A fire suppression system requiring individual calculation and design to determine the flow rates, nozzle pressures, pipe size, area or volume protected by each nozzle, quantities of agent, and the number and types of nozzles and their placement in a specific system.
- B. Existing Fire Suppression Systems to be serviced are of the following manufacturers:
1. Amerex
 2. Ansul
 3. Fenwal
 4. FSI
 5. Kidde/Kidde-Fenwal/Rangeguard
 6. Pyro Chem /Heiser
 7. Any other fire suppression systems installed in any MDCPS facility.

2.02 PARTS

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.

2.03 MANUALS

The vendor must have in its possession, as applicable, the manufacturer's design, installation, maintenance and recharge manuals for the fire suppression systems being serviced. Upon request, two (2) copies of the above listed document(s) shall be provided at no cost to MDCPS.

2.04 PRICE LISTS

- A. Vendor shall provide at time of bid, for each group(s) bid, one original of each manufacturers' most recently published price list for OEM parts. Copies are not acceptable. (See 1.04 G. 3.) During the term of this bid the vendor shall provide any subsequently published price list within thirty (30) days of its publication.
- B. Upon request by MDCPS, awarded vendor shall provide, at no cost, one original of each manufacturers' most recently published price list for miscellaneous (non-OEM) parts. Copies are not acceptable. It is the responsibility of the vendor to provide the District updated price lists from the

manufacturers as they are issued. Failure to do so will result in the most current version of the price list submitted to the District to be used.

- C. Additionally, it is requested that the vendor supply the District with price lists in the form of a 3.5-inch diskette or CD ROM of all price lists submitted.

It must be formatted as either 1 or 2 below:

1. "Microsoft Excel"
No Header or Footer
Portrait only – no landscape
This is the preferred format
2. "Word for Windows"
Font: Times New Roman 12
Portrait only – no landscape

PART 3 EXECUTION:

3.01 SERVICES

A. Inspections/Maintenance:

1. All systems must be inspected twice during a twelve-month period at six-month intervals in accordance with NFPA standards.
2. All fusible links shall be replaced cleaned, dated and checked, semiannually or annually, in accordance with manufacturer's instructions and/or NFPA 96. Fusible links for replacement should be year dated the same year as the year they are replaced. Replacement of fusible links shall be part of the inspection bid price.
3. Pilot cartridge must be replaced as stipulated in the manufacturer's manual and/or anytime it's weight is outside the acceptable limits as set by the manufacturer. Replacement cartridges shall be part of the inspection bid price (i.e. Pyro Chem/Heiser).
4. Glass break rods or any other device that secures the activation portion of the remote pull station, shall be replaced at any inspection when it is found to be broken or defective and shall be part of the inspection bid price.
5. Lamps for remote pull stations shall be replaced at any inspection when it is found to be burnt out or missing (i.e. Kidde).
6. Cylinder visual inspection must be performed in accordance with CGA guidelines, methods, and standards.
7. Engineered and pre-engineered systems with fire alarm releasing panels shall have all inspection and testing per NFPA 72. These services shall include checking smoke detector sensitivity and cleaning smoke detectors annually. Inspection bid price shall be all-inclusive for the detection and suppression portions of the system.
8. Inspection requests shall stipulate inspection due by a certain date. Failure to inspect by date due may result in relief pursuant to Section 1.06 D

B. Hydrostatic and Pressure Testing

1. As directed by the MDCPS Authorized Representative, the vendor will hydrostatically test agent cylinder, hose, and actuation cylinder (by replacement) and pressure test regulator. All hydrostatic testing must be performed in accordance with NFPA standards, CGA guidelines, methods, and standards, and US DOT CFR 49. The absence of direction to perform this function shall NOT relieve the vendor of the responsibility to report deficiencies, as set forth in statute and/or rule, to the MDCPS Authorized Representative. Cylinder hydrostatic testing and its associated bid price shall include:
 - a. Refill of agent as appropriate to the type of cylinder (i.e. CO2, Clean, Dry, Halon and Wet).
 - b. Recharge/pressurization of agent cylinder with appropriate expellant (i.e. CO2, or N2).
 - c. Replacement of actuation cylinder for cartridge systems (i.e. Ansul R-101 and R-102) if due for hydrostatic test. Actuation cylinder for replacement should be year dated the same year as the year of replacement
 - d. Twelve (12) year regulator test for Ansul R-101 and R-102 systems.
2. When hydrostatic and pressure testing is being conducted, under no circumstance shall systems be rendered inoperable. Vendor is to provide temporary cylinder(s) of equal capacity to replace cylinder(s) being serviced.
3. Original cylinder(s) being tested and/or inspected shall be replaced within a period of no more than twenty-four (24) hours (See 3.01 B, C and D).

C. Dry Chemical Six Year Maintenance Inspection

1. As directed by the MDCPS Authorized Representative, vendor is to disassemble cylinder every six years and check mechanical parts, remove and strain (check stored pressurized cylinder for lumps) and refill/recharge cylinder. Six-year maintenance must be performed in accordance with NFPA standards and SFM Rule Chapter 4A-21. The absence of direction to perform this function shall NOT relieve the vendor of the responsibility to report deficiencies, as set forth in statute and/or rule, to the MDCPS Authorized Representative.
2. When Dry Chemical six-year maintenance inspection is being conducted, under no circumstance shall systems be rendered inoperable. Vendor is to provide temporary cylinder(s) of equal capacity to replace cylinder(s) being serviced.
3. Original cylinder(s) being tested and/or inspected shall be replaced within a period of no more than twenty-four (24) hours (See 3.01 B, C and D).

D. Refill/Recharge shall include:

1. Refill of agent as appropriate to the type of cylinder (i.e. CO2, Clean, Dry, Halon and Wet).
2. Recharge:

- a. For stored pressure systems cylinder pressurization with CO2 or N2 and pilot cartridge replacement as appropriate (i.e. Pyro Chem/Heiser) .
- b. For cartridge systems (i.e. Ansul R-101, R-102) actuation cylinder replacement. Actuation cylinder for replacement should be year dated the same year as it's year of replacement.
3. Refill/Recharge shall entitle the vendor to a disarm/rearm line item cost. The vendor shall be paid separate disarm/rearm line items if disarm and rearm are done at different times.
4. Refill/Recharge is for exclusively remedying empty or discharged system cylinders, not as part of work done under hydrostatic and pressure testing.

3.02 INOPERABLE SYSTEMS:

When systems are found to be inoperable during routine inspections, the vendor shall provide immediate verbal notification to both the MDCPS Authorized Representative and the MDCPS facility Principal or Senior Site Administrator. Written notice shall be provided within four (4) hours of discovery to those listed above.

3.03 ADDITIONAL SERVICES:

- A. Additional services may be used at the discretion of MDCPS to repair, install and/or expand automatic fire suppression systems in any of its facilities.

- B. Inspection of Work

MDCPS 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 MDCPS 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.

- C. Corrections of Work and Warranty

1. 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 Board.
2. If the vendor, after notice, fails to proceed promptly with the terms of the warranty, MDCPS 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.

- D. Vendor shall note its established labor rates on the bid proposal forms.

- E. Material/part cost for additional services shall be as follows:

1. Fire suppression system parts (OEM):
 - a. Vendor shall note a discount percentage off the published price list on the bid proposal form.
 - b. Vendor shall complete and submit Form A for all additional service quotations. (See attached Form A on page 14)
2. Miscellaneous materials (non-OEM, i.e. conduit, connectors etc.):
 - a. Vendor shall note a discount percentage off the published price list on the bid proposal form.
 - b. Vendor shall complete and submit Form B for all additional service quotations where miscellaneous materials are required. (See attached Form B on page 15)
3. Invoice and payment for additional services
 - a. Vendor shall invoice additional services based on the actual labor hours expended and materials utilized.
 - b. The invoice document shall contain the following information:
 1. MDCPS Purchase Order number and/or release number.
 2. Description of work.
 3. Start date and completion date.
 4. Work location where services were rendered.
 5. OEM model number, part number, description of materials utilized, quantities and unit prices.
 6. Materials or parts with date codes and weights shall have such information noted.
 7. Labor hours and unit price.
 - c. An original copy of service ticket and/or time sheets shall document the labor invoiced and shall accompany the invoice. This document(s) shall indicate the mechanic's name or ID number, dates and times services were provided. Each workday service tickets shall contain the signature, printed name, and employee number of a representative of the facility being serviced.
 - d. Invoices not submitted in accordance with these provisions will not be processed for payment and will be returned to the vendor.
 - e. All work performed as additional services shall include a properly executed inspection report as per SFM Rule Chapter 4A – 21.

3.04

NON-EXCLUSIVITY

MDCPS 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 4

4.01

FACILITY USE, CLEAN UP, PROTECTION, AND SAFETY

- A. The Vendor shall not utilize restrooms, cafeteria, MDCPS equipment, materials and tools without prior permission from the site administrator.
- B. The Vendor shall remove all tools, equipment, and material from premises immediately upon completion of work.
- C. The Vendor shall leave the work area ready for use and occupancy without the need of further cleaning of any kind.
- D. The Vendor shall ensure protection of the existing equipment, structure, and building occupants.
- E. The Vendor shall not obstruct passageways or other means of egress.
- F. All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employees name, the employers name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work on MDCPS property.
- G. The vendor's employees, subcontractors and its employees, and any other personnel including material suppliers engaged in any activities encompassed by this contract are strictly forbidden from participating in any manner and form of interaction with students of MDCPS. 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 MDCPS performed under this contract.
- H. All costs including any incidental costs for cleanup, etc., to remedy accidental dumps or discharges of any automatic fire suppression system by a vendor during inspection, testing, maintenance, and additional services shall be borne by the vendor.
- I. Under no circumstances shall any routine procedure performed by the vendor render any system inoperable at any time.

FORM A

FROM: _____

TO: _____

VIA FAX: _____

FACILITY NAME: _____

SUBJECT: FIRE SUPPRESSION SYSTEM QUOTATION **DATE:** _____

Types of Services: Additions Repairs Vandalism

Brief description of work to be done: _____

Parts Needed:

[illegible]

Mechanic Labor Hours _____ x _____ /Hr. \$ _____
 Helper Labor Hours _____ x _____ /Hr. \$ _____

Parts (Form A)	\$ _____
Misc. (Form B)	\$ _____
Labor (Form A)	\$ _____
TOTAL QUOTE	\$ _____

VERIFIED BY _____

MDCPS (Blanket) PO # _____
MDCPS Release # /Req.# _____
MDCPS W/O # /Event # _____

Quote Submitted By: _____
Print Name

Signature _____

Phone Number

Note: Vendor is not to proceed with work without first receiving a Release # or a Confirmation # from Procurement Management Services.

FORM BFROM: _____
_____TO: _____

VIA FAX: _____

FACILITY NAME: _____

SUBJECT: FIRE SUPPRESSION SYSTEM QUOTATION

DATE: _____

Vendor to complete this form when miscellaneous materials are required.

ITEMIZED LIST OF MISCELLANEOUS MATERIALS

Manufacturer	Model #	Part # / Item #	Description	List Price	Quantity	Price (___ % off List)	Extended Amount

(Enter Total on Form A) TOTAL: \$