MIAMI-DADE COUNTY PUBLIC SCHOOLS
INVITATION TO BID

SEALED BID NO:	**ITB-15-088-AC**
TITLE:	**Fire Extinguisher Service Contract**
DESCRIPTION:	**The purpose of this Invitation to Bid is to solicit Bids from qualified firms to furnish all necessary labor, transportation, material and equipment to service, test, inspect, repair and maintain fire extinguishers, at Miami-Dade County Public Schools locations.**
TERMS:	**Two (2) years initial term, with three (3) one (1) year options to renew.**
ITB RELEASE DATE:	**Thursday, June 23, 2016**
PRE-BIDDERS CONFERENCE DATE/TIME:	**Tuesday, July 5, 2016 at 10 a.m. EST**
PRE-BID CONFERENCE LOCATION:	**Miami-Dade County Public Schools Bureau of Facilities Operations Maintenance Material Management, 12525 NW 28th Avenue, Training Room Miami, Florida 33167**
DEADLINE FOR QUESTIONS:	**Tuesday, July 5, 2016, at 5 p.m. EST**
BID DUE DATE/TIME:	**Tuesday, July 12, 2016, at 2 p.m. EST**
PUBLIC OPENING OF BIDS:	**Tuesday, July 12, 2016, at 2 p.m. EST**
BID OPENING LOCATION:	**Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132**
CONTACT PERSON:	**Adenia Clark Staff Specialist, Procurement Phone: (305) 995-1613 Fax: (305) 523-4991 Email:** alclark@dadeschools.net

Visit our website at procurement.dadeschools.net to download a bidder registration package. The website also displays Bids, ITBs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board-approved Procurement/Purchasing Regulations.

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SECTION 1.0 - ITB OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION / BACKGROUND

Miami-Dade County Public Schools ("M-DCPS") is the fourth largest school district in the United States, comprised of approximately 392 schools, 345,000 students and over 40,000 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries.

The Vision, Mission and Core Values of M-DCPS are as follows:

VISION
We are committed to provide educational excellence for all.

MISSION

We provide the highest quality education so that all of our students are empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.

CORE VALUES
Excellence
We pursue the highest standards in academic achievement and organizational performance.

Integrity
We build positive relationships through honesty, respect and compassion, which enhance the self-esteem, safety, and well-being of our students, families and staff.

Equity
We foster an environment that serves all students and aspires to eliminate the achievement gap.

Citizenship
We honor the diversity of our community by working as a team, to ensure the educational success of all of our students and recognize that our obligations go beyond our professional responsibilities to promote democratic principles.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

M-DCPS is seeking bids from qualified firms for the purchase of all necessary labor, transportation, material and equipment to test, service, inspect, repair, correct and maintain water-based fire protection systems. The selected bidders will be awarded a two (2) year agreement, with three (3) one-year options to renew at the District's sole discretion.

1.3 ITB TIMETABLE

The anticipated schedule for this ITB and contract approval is as follows:

ITB available for distribution:	Thursday, June 23, 2016
Pre-Bid Conference date, time and place:	Tuesday, July 5, 2016, at 10 a.m., EST Miami-Dade County Public Schools Bureau of Facilities Operations Maintenance Material Management, 12525 NW 28th Avenue, Training Room Miami, Florida 33167
Deadline for receipt of questions:	Tuesday July 5, 2016 No later than 5:00 p.m. EST Emailed to Procurement Analyst (See Section 1.4)
Deadline for receipt of Bids:	Tuesday, July 12, 2016 No later than 2 p.m. EST (See Section 1.9 for location)
Projected Board Approval of Contract:	September 7, 2016
Projected Contract start date:	September 7, 2016

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Adenia Clark Staff Specialist, Procurement
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	alclark@dadeschools.net
Telephone:	(305) 995-1613
Fax:	(305) 523-4991

Explanation(s) desired by Bidder(s) regarding the meaning or interpretation of this ITB must be requested from the contact person, in writing, as is further described below.

Bidders are advised that from the date of release of this ITB until recommendations for award are published to the School Board or one of its committees, **NO verbal contact with District personnel related to this ITB is permitted,** except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5.** Any such unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the Bidder's submittal.

1.5 CONE OF SILENCE

As stated within School Board Policy 6325, "Cone of Silence" means a prohibition on any communication regarding a particular Request For Proposals (RFP), Invitation To Bid (ITB), or other competitive solicitation between:

1. Any person who seeks an award there from, including a potential bidder or bidder's representative; and
2. Any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose of this section, "bidder's representative" means an employee, partner, director, or officer of a potential bidder or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a bidder, or any other individual acting through or on behalf of any person seeking an award.

A Cone of Silence shall be applicable to each ITB, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include any advertisement and public solicitation for goods and services in a statement disclosing the requirements of this section.

The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process. All provisions of the above-referenced School Board Policy 6325 apply to this solicitation.

1.6 LOBBYING

School Board Policy 8150, LOBBYISTS – states, in part, that The School Board of Miami-Dade County, Florida, has determined and declared that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition the School Board and the Miami-Dade County Public Schools District to express freely their opinions on School Board actions and issues; and that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity, expenditures, fees, and activities of certain persons who engage in efforts to influence actions of School Board members and employees either by direct or indirect communication be publicly and regularly disclosed.

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete, annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The School Board policy may be accessed at: dadeschools.net/schoolboard/rules/

1.7 ITB AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Adenia Clark, Staff Special, Procurement, alclark@dadeschools.net. Bidders or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders or Respondents are solely responsible for those risks.

1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of two (2) years initial term with three (3) one year options to renew, all at the sole discretion of the District. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

1.9 BID SUBMISSION

The entire proposal packets, including all originals and copies, must be submitted in a main sealed envelope or container (box). Proposals must be submitted in the following format:

- **One (1) unbound <u>original proposal</u> with all attachments and original signatures.**
- **One (1) bound <u>copy of the original proposal</u>.**
- **One (1) <u>electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format.</u>**

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals **must be received by the deadline for receipt of proposal specified in this ITB Timetable**. The original and all copies must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the ITB number, ITB title, and Proposal Due Date to:

Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Adenia Clark
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 4 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in **Section 1.3**. Additionally, M-DCPS is closed on holidays observed by the District. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Bidder's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

Proposals must be signed by an authorized officer of the Bidder, who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a proposal by a Bidder will be considered by the District as constituting an offer by the Bidder to perform the required services at the stated prices.

1.10 PRE-BIDDERS CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this ITB Timetable** (see **Section 1.3**). **Attendance is highly recommended but not mandatory. Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.**

1.11 ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Procurement Analyst for this ITB, in accordance with **Section 1.4** above, no later than the deadline for receipt of questions specified in the ITB Timetable (see **Section 1.3**). The request must contain the ITB number and title, Bidder's name, name of Bidder's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Procurement Analyst at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of the Bidder's contact person, address, phone number, facsimile number, and ITB number and title. A copy of any written communication or email must be sent to the Clerk of the School Board as fully described in **Section 1.4**.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any written amendments to this ITB. Where there appears to be conflict between the ITB and any amendments, the last amendment issued shall prevail.

It is the Bidder's responsibility to assure receipt of all amendments. The Bidder should verify with the designated Procurement Analyst prior to submitting a proposal that all amendments have been received. Bidders are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 2**).

Bidders who obtain copies of this ITB from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments, since their names will not have been included on the Bidder List for this particular ITB. Such Bidders are solely responsible for those risks.

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this ITB.

1.13 PERFORMANCE OR PAYMENT BONDS

No Performance or Payment Bonds will be required for this ITB.

1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE/MBE participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro Business Enterprise (SBE/MBE) Certification Program, to increase contracting opportunities for SBEs and MBEs. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this ITB. **The Office of Economic Opportunity (OEO) must certify all SBE/MBEs, prior to contract award.** The application may be accessed through the following link: http://forms.dadeschools.net/webpdf/3920.pdf

Bidders certified as an SBE/MBE with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers with certifications from other entities or agencies must contact the OEO for additional information. A current list of certified SBE/MBEs can be found online at www.oeo.dadeschools.net or by contacting the Office of Economic Opportunity at (305) 995-1307.

1.15 LOCAL PREFERENCE

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County, Florida, when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of $50,000 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by Statute as reflected in School Board Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

Definition:
Local business means the bidder has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, bidders must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A bidder who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with School Board Policy **6320.04**.

PROCESS:

Invitation To Bid:
If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Bidder(s), then the local bidder(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local bidder, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in school board Policy **6320**.

Bidders claiming local bidder preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of their business license with their response.

The School Board Policy may be accessed at: http://www.dadeschools.net/schoolboard/rules/

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITIATION

All proposals received in response to this ITB, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the ITB may be contacted to submit the missing information within 2 business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

No late proposal, bid, modification, or late withdrawal will be considered.

1.18 ITB POSTPONEMENT/CANCELLATION

The District may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the proposals received as a result of this ITB.

When a solicitation is canceled, notice of cancelation shall be posted on the District's website and sent to all Bidders solicited.

1.19 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Bidder prior to commencement of work as defined by a contract executed by M-DCPS.

1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

Bidders shall certify their ongoing compliance with the School Board Policies. Furthermore, Bidders must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this ITB and these legal requirements, the legal requirements shall prevail.

a) Bidder must complete, sign as required and submit the following documents at the time of ITB submission due date. Also see Sections 4.0 and 4.1.

Exhibit 1	Cover Page for Invitation to Bid
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees

By completing and submitting said documents, the Bidder affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

1.21 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO ($35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 4) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, proposals would be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the District in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible and, if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

1.23 EVALUATION/SELECTION PROCESS

Please see **Section 5.0** of this document for the Evaluation/Selection process that shall govern this ITB.

1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD

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 procurement.dadeschools.net

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 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 of 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.

The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6320. 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 bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Martinez@dadeschools.net

1.25 NOTICE OF AWARDS

The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

Notices will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

Awards become official upon the Board's formal approval of the award.

1.26 DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Bidder 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. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Bidder 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 Policy 6320.

1.27 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The bidder certifies, by signing the proposal, that the bidder 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 bidder shall immediately notify Procurement Management Services, in writing. Bidders 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.

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 bidder.

CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM. The Status Verification System, also referred to as “E-verify”, only applies to construction and professional services contracts using federal funds.

Each Offerer and each duly authorized person signing on behalf of any Offerer certifies as to its own entity, under penalty of perjury, that the named Offerer has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor’s new employees who are employed in the State of Florida in accordance with Executive Order 13465

The contractor shall require that the following provision be placed in each subcontract at every tier. “The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.” The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

1.28 BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475, as amended from time to time Bidder agrees that, if Bidder receives remuneration for services, Bidder and all of its employees who provide or may provide services under this Agreement 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 policies prior to providing services to The School Board of Miami-Dade County, Florida.

Additionally, Bidder 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 policies.

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, Fl.Stat. (2007). In addition, the provisions of § 1012.467, Fl.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional 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. Bidder will not be charged for this search. Further, upon obtaining clearance by the Board, if the Board deems necessary, the 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.

Bidder 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. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475, within 48 hours of its occurrence. Bidder 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. Bidder 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. Bidder 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 Bidder 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 Agreement by the Board.

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

1.29 COMPLIANCE WITH SCHOOL CODE

Bidder 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 Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

1.30 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 Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida, shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

1.31 PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute § 286.011 and to make available for public inspection and copying any information received in response to an ITB, in accordance with Florida Statute § 119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the Bidder would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

1.32 ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to Bidder, be assigned without the prior written agreement of Miami-Dade County Public Schools. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

1.33 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time, without cause upon a minimum thirty (30) days' notice to Bidder, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Bidder, pro-rated on a percentage completion basis based on Bidder's reconciliation of labor actually expended compared to labor originally estimated by Bidder in constructing its proposal.

1.34 DEBARMENT

Pursuant to School Board Policy 6320, Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

1.35 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful Bidders(s), purchases may be made under this proposal 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.

1.36 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 bidders, members of their staffs, or families.

1.37 DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provision of 40 U.S.C. § 276a-§ 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction).

1.38 INDEMNIFICATION

To the fullest extent permitted by law, Bidder shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Bidder's performance under this Contract or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Bidder or other persons employed or utilized by Bidder's performance of this Contract. The

remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Contract otherwise available to Bidder. The remedy provided to the Indemnitees by this indemnification shall survive this Contract. The provisions of this Section shall specifically survive the termination of this Contract. The provisions of this Section are intended to require Bidder to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Contract is deemed to be in violation of any law, that provision shall be deemed modified so that Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

1.39 DUTY TO DEFEND

Bidder agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Bidder's performance under this Contract.

1.40 INSURANCE REQUIREMENTS

Prior to commencement of work under the agreement, the Bidder shall obtain and maintain without interruption the insurance as outlined below. The Bidder agrees to furnish a fully completed certificate of insurance naming The School Board of Miami-Dade County, Florida, as additional insured, signed by an authorized representative of the insurer providing such insurance coverage. The insurance coverage and limits shall meet, at a minimum, the following requirements:

Prior to being recommended for award, the Bidder 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 coverage may cause the Bidder to be considered non-responsive and not eligible for award of the Contract. The insurance coverage 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 Bidder, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

3. Workers' Compensation Insurance for all employees of the Bidder 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 Bidder.

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 the 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 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 Bidder of The School Board shall relieve the Bidder of the Bidder's full responsibility to provide insurance as required by this Contract.

The Bidder 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 Bidder. The certificate of insurance shall contain the provision that the School Board be given no less than (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Bidder 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 shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33125

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 Bidder 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 Muriel Saenz at 305-995-7133.

1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

If a Bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of the bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of the Bidder. In addition, set forth names and titles of any and all parties who are authorized to contract on behalf of the Bidder.

1.42 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

A Bid or RFP 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. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the bidder unopened.

1.43 TESTING AND PRODUCT EVALUATIONS

During the Bid award period, Awardee(s) products may be tested to determine compliance with bid specifications at no cost to M-DCPS. The Awarded bidder must pay for testing and evaluation of these samples to ensure compliance to Bid specifications. All materials testing information is available for review at the following website: http//materials.dadeschools.net.

1.44 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, Florida. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

1.45 POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED BIDDERS

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit http://www.engagemiamidade.net/#!community-internships/c7pc or email us at internships@dadeschools.net. As an awarded bidder, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

SECTION 2.0 - SCOPE OF SERVICES

This Section identifies the levels of performance that are desired by the District. Bidders are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

2.1 GENERAL INFORMATION

The purpose of this Invitation to Bid is to solicit Bids from qualified firms to furnish all necessary labor, transportation, material and equipment to service, test, inspect, repair and maintain fire extinguishers, at Miami-Dade County Public Schools locations. Additionally, the bidder will also be required to provide preventive maintenance, emergency on-site service response, training, and submit written reports regarding the fire extinguishers. This ITB will ensure the Districts' sites are fully operational and maintained at all times in order to be NFPA compliant annually.

Bidder(s) must have the capability to service the 4th largest school district in the nation. All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful bidder(s) shall be responsible for all necessary licenses and permits, as may be required.

Prospective bidders 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 MDCPS authorized 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 bidder to additional compensation after bid award.

2.2 SCOPE OF SERVICES

PART 1 GENERAL

1.1 PURPOSE

A. It is the purpose and intent of this contract to maintain fully operational and trouble free fire extinguishers at all times in compliance with state regulations. This contract shall secure firm prices for the term of the contract for the annual NFPA compliance inspections and testing of fire extinguishers and additional services, preventive maintenance, emergency on-site service response, required inspections, repairs, materials, labor, training, and written reports of fire extinguishers and associated accessories as specified hereunder. These inspections and additional services will be conducted at various Miami-Dade County Public Schools (MDCPS) facilities in Miami-Dade County, Florida. All services performed by the bidder shall comply with the requirements of the references listed under Paragraph 1.2, unless otherwise specifically addressed by this contract.

B. Fire extinguishers located within a facility shall include, but not be limited to all cabinets, hangers signage, tempered glass, and any other parts need to secure extinguishers at a facility.

C. System Types: Portable Fire Extinguishers

1.2 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) 10, 96, 101, 69A-21, 69A-58 Fire Safety In Educational Facilities. Maintain at updated NFPA Codes and Standards.
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).

NOTE: Where conflicting specifications exist between reference documents or any specifications contained herein, the more restrictive specification will prevail.

1.3 DEFINITIONS

A. **Fire Extinguisher Service Contract**: This service contract is an agreement between the fire extinguisher service bidder and MDCPS for the bidder to provide required services, repairs, tests, inspections and maintenance. **This is a <u>full service contract</u>, inclusive of required inspections, preventive maintenance, on-site service response, repairs, emergency services, materials, parts, labor and training for each MDCPS system.**
B. **Emergency:** A situation or occurrence in a 24 hour period such as an act of nature, vandalism, or as declared by the MDCPS Authorized Representative.
C. **Facility:** All building structures at a single location, which are designated as a school, administrative or ancillary site.
D. **MDCPS:** Miami-Dade County Public Schools
E. **MDCPS Authorized Representative:** The MDCPS Authorized Representative shall be the District Alarm Coordinator III or designee.
F. **Mechanic:** Bidder's employee that are permitted by the State Fire Marshal's Office (Fire Extinguisher Permit) to work on Fire Extinguisher**. All workers must be listed with license/permit # including date of expiration**
G. **OEM:** Original Equipment Manufacturer.

H. **Refill/Recharge:** Refill with appropriate agent refill only.
I. **School Board:** The Board of elected officials that is directly responsible to the public for the enforcement of all policies and procedures for Miami-Dade County Public Schools.
J. **Site Administrator:** The senior administrator or designee at a facility.
K. **Sub-contractor:** A person or company who enters into an agreement with a bidder and assumes some of the contractual obligations of the primary bidder.
L. **Bidder:** Bidder shall be the contractor or service company who is awarded this contract in whole or in part.
M. **Written Notice:** Shall mean delivery of a certified or registered letter to the bidder's last known business address, confirmed facsimile transmission to the Owner or bidder, or email, acknowledged by return response, to the Owner or bidder.
N. **Troubleshoot & Diagnostics:** As stated in this contract, is the act of servicing any contracted or non-contracted fire extinguisher and/or components during service call to facilitate a repair.
O. **Relocate:** As stated in this contract shall include, but is not limited to moving, relocating or replacing any fire extinguisher, fire blanket, lockable cabinets and/or tempered glass within a facility.

1.4 JOB CONDITIONS

A. Award

This is an **all-inclusive inspection and maintenance contract**, which will be awarded to the lowest responsive and responsible bidder(s) meeting the minimum qualification requirements. (See 1.4 F)

B. Site Inspection

Bidders 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 bidder to additional compensation after bid has been awarded.

C. Emergency Response

When an emergency is deemed to exist by the MDCPS Authorized Representative, the bidder 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 two (2) 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

D.1 All work performed by the bidder shall be warranted for a minimum period of one (1) year after final acceptance by MDCPS. Manufacturer's warranties, if greater than one (1) year, shall not be limited by this provision. All hydro testing or 6 year maintenance shall be covered for the 6 year period

D.2 Bidder shall remedy any work which fails to conform to the requirements of the contract and which appears during the progress of the work. All work, material and hardware shall be free from defects and shall be structurally and operationally sound during the entire warranty period. All defective material, equipment or improperly finished work documented by MDCPS within the warranty period shall be corrected by the bidder within two (2) weeks of written notification at no additional cost to MDCPS. Upon written notice, the bidder shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written notice.

D.3 Neither the final payment nor any provision in the contract documents shall relieve the bidder 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.

E. Quality Assurance

E.1 The bidder shall abide by all Federal and State Regulations including, but not limited to EPA, OSHA, HRS, FBC, and FPPC. Bidder shall possess all current licenses, and certificates to operate a fire extinguisher 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.

E.2 Bidder shall provide an inspection report, in electronic format, for each facilities fire extinguisher inspected, tested, serviced, and/or repaired in accordance with appropriate NFPA 10, CGA guidelines, methods, and standards as per manufacturers manual. Bidder must also complete a Fire Extinguisher Annual Maintenance Sheet for each facility (Exhibit 8).

E.3 Bidder shall maintain offices, facilities, and personnel within the State of Florida. Bidder 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.4 Subcontracting of any services under this contract is prohibited.

E.5 During the term of this contract any change in bidder 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. Bidder Qualification and Requirements

Unless otherwise specified, the Bidder 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 this bid, or within five (5) days of request, the bidder shall submit two (2) copies, both in written (hard) form and electronic form of the following documents. Failure to submit all required documentation may result in the bidder not being considered for award.

a. Name of individuals employed by the bidder who will be performing inspections and additional services on fire extinguishers 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.

H. Inspection Schedule

No inspections shall be executed prior to a mandatory coordination meeting, which shall be held within seven (7) calendar days after the award of this contract with the awarded bidder(s).

All Fire Extinguishers shall be inspected one (1) time per year as established by the MDCPS Authorized Representative to comply with the appropriate NFPA standard requirements.

I. Inspection Reports

I.1 Bidder shall submit an inspection report for each facility and fire extinguisher inspected, tested, serviced, and/or replaced and shall provide the MDCPS Authorized Representative with copies. The bidder will also attach a copy of the facilities Fire Extinguishers Annual Maintenance Sheet (See Exhibit 8).

I.2 Individual quotation(s) on Fire Extinguisher not in contract repairs shall be on Quotation Form A and Form B (See Exhibit 9 & 10) Inspection reports, invoices, and quotations (if required) shall be submitted within seven (7) calendar days of each inspection. The bidder shall leave a duplicate copy of the inspection report with the appropriate MDCPS personnel.

I.3 Subsequent inspection reports shall be free of all previous deficiencies.

I.4 All inspection reports and invoices need to be scanned and stored on a flash drive then e-mailed to MDCPS for processing.

J. Billing/ Invoicing

J.1 Upon completion of each inspection, **invoices** shall be forwarded as follows:

a. The invoice in electronic form shall be sent along with the inspection report(s) and quotation(s) (if required) to:

E-mail address to be given at post award meeting.
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
ACCOUNTS PAYABLE
PO BOX 01-2570
MIAMI, FLORIDA 33101

J.2 The **invoice** shall contain the following information:

a. Bidder must indicate on each invoice per facility the following:

1. Purchase order number.
2. Facility name.
3. Facility address.
4. Quantity of extinguishers inspected and type (ABC, B/C, K Class, CO2 ext.…)
5. Extinguishers location within facility (i.e. kitchen, food lab, etc.).

J.3 Invoices received without properly completed inspection reports will be returned to the bidder for re-submission.

J.4 Invoices for additional services will be paid upon final and approval by the M-DCPS Authorized Representative.

1.5 COORDINATION OF SERVICES:

A. Bidder shall call each MDCPS facility prior to arrival to assure accessibility. Failure to follow this procedure shall not entitle the bidder to compensation for services not performed due to inaccessibility. If accessibility is not granted bidder shall immediately contact the MDCPS Authorized Representative for further instructions. The bidder 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).

B. The bidder 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. However, inspection must be made within the same month to comply with state mandated regulations. Notification shall be accomplished via verbal (phone) communication and followed with a written notice.

1.6 MDCPS RESERVES THE RIGHT:

A. To terminate this contract or any portion(s) thereof, upon 30 days written notice to the bidder(s) due to non-performance 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 bidder.

C. In the event of the bidder'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 bidder(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 bidder 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 bidder(s) to MDCPS; or, at MDCPS option, MDCPS may declare the entire contract or group thereof terminated in accordance with paragraph 1.6 A.

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

E. To stop work on any project if, in the opinion of the MDCPS Authorized Representative or the Inspector;

   a. Materials or work are not in conformance with the specifications, applicable codes, standards, specifications and/or accepted practices.

   b. The bidder's activities results in damage to District Property.

   c. The bidder's activities interfere with the normal operation of the facility or its program.

d. Bidder's personnel are not properly licensed.

e. Any other condition, situation, or circumstance which, in the opinion of the MDCPS Authorized Representative or Inspector, would be a detriment to the best interests of the District if allowed to persist.

PART 2 PRODUCTS

2.1 FIRE EXTINGUISHER (DEFINITION):

A: CO2 - Clean Agent

B: Halon – Clean Agent

C: ABC or BC – Powder

D: K Class - Wet Chemical

E: D Class Magnesium (Metal Hazards)

2.2 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. All non-OEM parts and/or assemblies deemed non-repairable or defective shall be replaced with parts or assemblies that are OEM approved. Replacement of all components shall be with other components of equal or better quality, as determined and accepted by the MDCPS authorized representative. All materials and parts shall be UL listed for their intended purpose.

1. Tags – All tags such as hydro and 6yrs.maintenance must be adhesive and comply with N.F.P.A. 10
2. Cabinets – Locks, Glass (Tempered) Doors
3. Signs – FEI with Braille, Pull Alarm, Arrows
4. Blankets – in all Kitchens and science rooms or any other area required by 69A-58 Fire Safety in Educational Facilities

2.3 MANUALS

The bidder must have in its possession, as applicable, the manufacturer's design, installation, and/or maintenance manuals for the fire extinguishers being serviced. Upon request, two (2) copies of the above listed manual(s) shall be provided at **no cost** to MDCPS.

Bidder must comply with all rules and regulations per NFPA 10-DOT-CGA and 69A58.

2.4 PRICE LISTS

A. Bidder shall provide at time of bid, for each group(s) bid, one (1) original of each manufacturer's most recently published price list for OEM parts at no cost to MDCPS. Copies are not acceptable. During the term of this bid the bidder shall provide any subsequently published price list within thirty (30) days of its publication.

B. Upon request by MDCPS, awarded bidder shall provide, at no cost, one (1) original of each manufacturer's most recently published price list for miscellaneous (non-OEM) parts. Copies are not acceptable. It is the responsibility of the bidder 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 bidder supply the District with price lists in the form of a flash drive or CD ROM of all price lists submitted.

PART 3 EXECUTION

3.1 SERVICES

A. Inspections, Maintenance, Repair, Test and Service shall be inclusive of all items listed under section. Any fire extinguishers repaired or replaced become the property of MDCPS.

B. 3.1 Services

1. All Extinguishers must be inspected once during a twelve-month period interval in accordance with the Manufacture and NFPA 10 standards.

2. Cylinder visual inspection must be performed in accordance with CGA guidelines, methods, and standards. Cylinder must be replaced due to excessive rust or damage as part of the bid price.

3. **Inspection bid price shall be all-inclusive.**

4. Inspection requests shall stipulate inspection due by a certain date. Failure to inspect by date due may result in relief pursuant to Section 1.6 D.

5. MDCPS reserves the right to inspect the bidder's work at any time to assure compliance with all terms and conditions of the contract. All work will be inspected pursuant to applicable codes as referenced within this document. If applicable, the bidder will provide MDCPS with a written request for inspection at least forty-eight (48) hours prior to the requested inspection date. Bidder will have personnel present during the scheduled inspections.

C. Relocate

Relocate any equipment that the MDCPS Authorized Representative requests be relocated including re-installing in a UL listed cabinet or hanger when extinguisher is moved or added.

D. Training

a. Training classes covering general use of extinguishers will be done at the request of MDCPS at no cost to the district. Attendees shall be determined by MDCPS and individual site administrators.

b. If such training is conducted, documentation of the training shall be provided by the bidder indicating the name of the trainer and the trainer's qualifications, the date of the training and a list of attendees. This documentation shall be forwarded to the MDCPS authorized representative.

3.2 INOPERABLE EXTINGUISHERS

When extinguishers are found to be inoperable during routine inspections, the bidder shall immediately provide a replacement or repair the extinguisher to meet all applicable standards.

3.3 ADDITIONAL SERVICES:

Additional services may be used **at the discretion of MDCPS** for services not covered under this contract.

3.4 INSPECTION OF WORK

MDCPS reserves the right to inspect the bidder’s work at any time to assure compliance with all terms and conditions of this contract. The bidder will provide MDCPS with an e-mail request for inspection at least 48 hours prior to the requested inspection date. Bidder will have personnel present during the scheduled inspections.

3.5 CORRECTIONS OF WORK AND WARRANTY

a. Bidder shall remedy any work which fails to conform to the requirements of this contract and which appears during the progress of the work. The bidder 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 bidder 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 bidder 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.

b. If the bidder, after notice, fails to proceed promptly with the terms of the warranty, MDCPS may have the defects corrected and the bidder will be liable for all expense incurred. Such action by the Board shall not relieve the bidder of further warranty liability.

3.6 RATES

Bidder shall note its established labor rates on the bid proposal forms.
Labor rates for additional services shall not exceed $75.00 per hour.

3.7 MATERIAL / PARTS COST FOR ADDITIONAL SERVICES

a. Material/parts cost for additional services shall be as listed on bid form at set pricing per unit.

b. Refill/Recharge: Per unit all types of extinguishers listed on bid sheet.

3.8 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, use of other government agency contracts, or to perform the work with its own employees. MDCPS reserves the right to bid or quote separately any item(s) if the awarded bidder(s) fail to perform or for any other reason deemed to be in the best interest of The School Board.

PART 4: FACILITY DETAILS

4.1 FACILITY USE, CLEAN UP, PROTECTION, AND SAFETY

A. The Bidder shall not utilize restrooms, cafeteria, MDCPS equipment, materials and tools without prior permission from the site administrator.

B. The Bidder shall remove all tools, equipment, and material from premises immediately upon completion of work.

C. The Bidder shall leave the work area ready for use and occupancy without the need of further cleaning of any kind.

D. The Bidder shall ensure protection of the existing equipment, structure, and building occupants.

E. The Bidder shall not obstruct passageways or other means of egress.

2.3 REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER

In no more than ten (10) pages, the Bidder must include the following information within the submitted proposal *(Failure to provide the required documentation may result in the bid not being considered for award). All documents supplied must meet the approval of M-DCPS Procurement Management Services and/or Maintenance Operations before the Bidder is recommended for award. M-DCPS will be the sole judge as to the adequacy of the submitted documents.*

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt. 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 Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Non-compliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida (SunBiz).		
c. Provide documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d. Copy of Bidder's Occupational License.		
e. Bidder's Qualifier (Bidder's or Contractor's) License.		
f. A list of the technicians that will be servicing MDCPS fire extinguishers and a copy of each technician's qualifications and training certificates. These individuals would be those whose names and addresses have been submitted to the State Fire Marshal's office per 4A-46.041.		
g. List of local or toll free telephone numbers for normal business hours and after normal business hours contact		
h. At no cost, the Bidder shall supply the MDCPS Authorized Representative and Procurement Management Services each with one (1) original copy of each manufacturer's most recent original published price list for OEM parts. Copies are not acceptable. Additionally, it is requested that the bidder supply the District with an electronic copy of the price list in the form of a CD ROM. Microsoft Excel is the preferred format. *It is the responsibility of the awarded bidder 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*.		
i. Two (2) letters of reference from service contract customers where work similar in scope has been performed for a period not less than two (2) years. These references shall be from customers with multiple facilities, similar to those of MDCPS, where the bidder has provided services defined in this solicitation. MDCPS shall not be used as a reference.		
j. Bid proposal forms.		
k. A valid e-mail address		

SECTION 3.0 - PRICE PROPOSAL

[Signature is required at the end of this Section 3.0]

Bidder must complete this section in its entirety, and may supplement this section with additional pages as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this ITB.

Provide itemized detail for each fee in the spreadsheet below. This overall amount will be totaled and used in a calculation to assign the allocable points to the Pricing Section of the response. Pricing must be submitted as detailed on each table in the Price Proposal. Based on the servicing facilities throughout the entire M-DCPS District and or on servicing sites located solely North of Flagler or South of Flagler.

The Total Fees proposed will be firm and fixed for the life of the contract, a period of two years, with the option of three (3) one year contract extensions.

Please note, prices are requested in units of quantity specified in the Bid's Scope of work. In case of discrepancy in computing the total amount of the bid, Unit Price quoted will govern. All prices shall include delivery F.O.B ("Free on Board") destination, freight prepaid (bidder pays and 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 the Bid Proposal and there received by the designated agent of the Board.

Furthermore, the Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statues.

Below are details to consider in proposing total fees for the itemized price proposal:

The Bidder shall offer all of the elements of this ITB and meeting all service requirements and specifications listed within **Section 2.0 - Scope of Services**, including but not limited to all services, materials, training, maintenance and fees.

All chargeable services shall be included in the proposed total price including all labor customarily associated with delivery of the services contemplated by this ITB. Similarly, all expenses such as but not limited to travel, lodging and meals associated with delivery of the services contemplated by this ITB shall also be included in the total price. Prices shall include all charges for packing, handling, freight, fuel, distribution and inside delivery.

The information in this ITB is to be utilized solely for preparing the proposal response to this ITB and does not constitute a commitment by the District to procure any product in any volume.

For this Section 3.0 - Price Proposal:

_____ _____

Signature of Bidder's Authorized Representative *Title*

_____ _____

Printed Name *Date*

BID PROPOSAL FORM			*PLEASE COMPLETE ALL HIGHLIGHTED AREAS*		
ITB-15-088-AC			**NAME OF BIDDER:**		
FIRE EXTINGUISHER SERVICE CONTRACT					
ITEM	**DESCRIPTION**	**QTY**	**UNIT**		**PRICE**
BIDDER SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR: _____					
Item 1 to be awarded on a total low bid basis. Bidders must bid all items in a group.			**Service Testing and Maintenance of All Fire Extinguishers Per Facility Including labor**		
1	Inspect, test, maintain, service and repair of all size and type fire extinguishers for MDCPS facilities using all necessary labor, materials and equipment, in accordance with applicable codes. To include Hanger, Straps, Seals, Pins, Gauges, Hoses, Nozzles, 6 Year/ Hydrostatic, Charge/ Recharge, Adhesive Tags.	1	Per Inspection	**Servicing all M-DCPS District Sites** Estimated Number of Sites: 470	**$**_____
				Servicing the M-DCPS District Sites North of Flagler Estimated Number of Sites: 235	**$**_____
				Servicing the M-DCPS District Sites South of Flagler Estimated Number of Sites: 235	**$**_____
MICELLANEOUS PERIPHERAL MATERIAL INCLUDING LABOR					
Items 2 through 20 will not be calculated into the bid reward however, awarded bidder shall honor these prices for any additional services requested by MDCPS for NOT IN CONTRACT (NIC) repairs.					
2	Lockable Cabinets Flush or Recessed Mounting Including Glass	1	Per Unit		**$**_____
3	Unlockable Cabinets Flush or Recessed Mounting Including Glass	1	Per Unit		**$**_____
4	Tempered Glass for Lockable Cabinets	1	Per Piece		**$**_____
5	Glass / Plastic Unlockable Cabinets	1	Per Piece		**$**_____
6	Fire Blanket Cabinet with Blanket	1	Per Unit		**$**_____
7	Signs All types	1	Per Unit		**$**_____
8	Gauges	1	Per Unit		**$**_____

9	Hanger	1	Per Unit		$_____
10	Straps	1	Per Unit		$_____
11	Hoses	1	Per Unit		$_____
12	Pins	1	Per Unit		$_____
13	Nozzles	1	Per Unit		$_____
14	Seals	1	Per Unit		$_____
15	Wheeled Unit	1	Per Unit		$_____
16	Fire Blanket	1	Per Unit		$_____
17	Adhesive Tags	1	Per Unit		$_____
18		1	Per Unit		$_____
19		1	Per Unit		$_____
20		1	Per Unit		$_____
Fire Extinguishers					
Items 21 through 26 will not be used to calculate bid award however, awarded bidders shall honor these discounts if additional support functions or modifications are requested by M-DCPS. Bidder(s) shall indicate the percent of discount off the manufacturer's most recent published price list. A minimum of 10% off the most recent OEM published list price is required.					
21	5lb ABC/BC	-	Discount		_____ %
22	10lb ABC/BC	-	Discount		_____ %
23	20lb ABC/BC	-	Discount		_____ %
24	K-class	-	Discount		_____ %
25	Halon Fire Extinguisher	-	Discount		_____ %
26		-	Discount		_____ %

SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

This section identifies the format to be followed in assembling a response. Bidders must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the sections in 4.1 below. Bidders are instructed to indicate a response to ALL requirements and specifications contained in this section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this ITB.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this section of the ITB may result in proposal being considered non-responsive.

4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

   Exhibit 1 found in Section 6 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Bidder submitting the proposal.

2) Table of Contents

   The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary

   Provide a brief summary of no more than two (2) pages, describing the basic services offered, experience and qualifications of the Bidder, staff and any other relevant information.

4) Technical Qualifications

   Provide a response to all of the items listed in **Section 2.0** of this ITB. If the Bidder is unable to provide a particular service, the Bidder is required to suggest an appropriate alternative in his/her response to that item. The Bidder must respond to ALL Requirements in the order listed in **Section 2.0** of this ITB using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in the proposal being considered non-responsive.

5) Qualifications of the Bidder including Corporate Past Performance & Key Personnel

Provide a response regarding the Bidder's qualifications, including but not limited to the following: full name, address and brief description of Bidder's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITB, whereby resumes of key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITB.

6) Price Proposal List

The Price Proposal List, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Be sure to include your signature as it appears on **Section 3.0**.

7) Required Forms & Attachments

The Bidder must complete, sign and submit the following forms available in **Section 6.0** as part of the Proposal. If awarded a contract, the Bidder will be asked to submit a Bidder registration packet that will include all of the forms listed in **Section 6.0.**

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees

4.2 PROPOSAL PREPARATION REQUIREMENT

(1) **All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete proposal, one (1) electronic version on CD or memory stick.** See Section 1.9.

(2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers, that clearly identify the proposal subject, due date and Bidder's contact information.

(3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Bidders shall include their complete name, return address, and telephone number on the left upper side of mailing label. The ITB title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as follows:

4.3 PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Procurement Analyst to properly handle the sealed container without revealing the contents until the proposals are opened.

SEALED PROPOSAL ENCLOSED
(To be opened by the Contact Person noted below)

Bidder's Name:
Bidder's Address:
Bidder's Telephone Number:

BID BOX

Miami-Dade County Public Schools
Procurement Management Services
Attn: Adenia Clark
Staff Specialist, Procurement
School Board Administration Building
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

ITB No.: ITB-15-088-AC
ITB Title: Fire Extinguisher Service Contract
Proposal Due Date: Tuesday, July 12, 2016, by 2 p.m. EST (local time)

The Remainder of this Page was left Intentionally Blank.

SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE ITB PROCESS

(a) The selection process under this ITB shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at:

http://procurement.dadeschools.net/

(b) Also see Section 1.0 of this document for additional information and provisions applicable to this competitive ITB process.

5.2 EVALUATION CRITERIA

The Procurement Staff, assigned to this ITB, will evaluate all responsive and responsible bids based on the criteria listed herein, specifically Section 2. Please note, Procurement staff may apply scoring incentives for all registered SBE bidders and/or bidders claiming local preference, as noted within Section 1.14 and Section 1.15, respectively.

When in the best interest of the District, the Procurement staff may request the submission of best and final offers from all Bidders. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Bidders shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

5.3 PRICE PROPOSAL LIST

A completed price proposal list is required under this ITB, which is due at the time of proposal submission, the signature form in Section 3.0 Price Proposal List, must be submitted with each proposal package. **See Section 3.0 – PRICE PROPOSAL LIST.**

5.4 AWARD

Contract award shall be made to the responsive and responsible Bidder(s), whose proposal is determined to be the most advantageous to the District. No other factors or criteria shall be used in the evaluation. The recommendation for award shall be submitted through the Procurement Analyst to the School Board.

In this ITB Process, the award decision will be made by the School Board, whose decision shall be final.

SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Invitation to Bid
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Fire Extinguisher Annual Maintenance Sheet
Exhibit 9	Fire Extinguisher Form A
Exhibit 10	Fire Extinguisher Form B
Exhibit 11	Fire Extinguisher Survey Form

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EXHIBIT 1

Cover Page for Proposal

BIDDER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF BIDDER'S CONTACT PERSON: Name: _____Title: _____		
TELEPHONE: (____) _____	***FAX:*** (____) _____	***E-MAIL ADDRESS*** _____
BIDDER'S ORGANIZATIONAL STRUCTURE: ___ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (Explain) _____		
IF CORPORATION: Date Incorporated/Organized:_____ State Incorporated/Organized:_____ States registered in as foreign corporation: _____		
BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT		

Exhibit 2

ACKNOWLEDGMENT OF AMENDMENTS

I**nstructions:** Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 20__

Addendum #2, Dated _____, 20__

Addendum #3, Dated _____, 20__

Addendum #4, Dated _____, 20__

Addendum #5, Dated _____, 20__

Addendum #6, Dated _____, 20__

Addendum #7, Dated _____, 20__

Addendum #8, Dated _____, 20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Exhibit 3

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME:		
CONTACT PERSON:		
ADDRESS: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		**Length of Time at Address Provided:** _____ **Length of Time Located within the legal boundaries of Miami-Dade County:** _____
BUSINESS STRUCTURE:	☐ **Corporation** ☐ **LLC** ☐ **Partnership** ☐ **Sole Proprietorship** ☐ **Other** *(Specify)*: _____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its ☐ headquarters, ☐ manufacturing facility, or ☐ locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. **Mark applicable box and attach support document(s).**
- To be considered for local preference, **a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.**
- The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

_____
SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

FM-7138 Rev. (03-13)

Exhibit 4

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July l, 1989.

All Bidders must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."

Failure to do so will result in the proposal submitted being considered non-responsive and, therefore, not considered for award.

Bid or Contract No._____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF_____
COUNTY OF_____

Before me, the undersigned authority, personally appeared _____who, being by me first duly sworn, made the following statement:

1. The business addresses of_____ (name of bidder or contractor) is_____.

2. My relationship to _____(name of bidder or contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, l989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (l) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor who is active in the management of the Bidder or contractor or an affiliate of the Bidder or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is_____. A copy of the order of the Division of Administrative Hearing is attached to this statement.

_____
Affiant’s Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

Exhibit 5

BIDDER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

Prime Bidder:

_____

Client Name:

_____

Address:

_____

Client Contact name:

_____

Title:

_____

Phone number:

_____

Email:

_____

Is Client a School District? (Yes___ No ___)

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Exhibit 6

ANTI-COLLUSION STATEMENT

THE UNDERSIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO THE PROPOSAL WHATSOEVER. BIDDER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal. I certify agreement with The School Board of Miami-Dade County, Florida, Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). 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 and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

Type of Business Organization and Authority of Signatory:

Indicate type of business organization Bidder is registered as with the Florida Department of State Division of Corporations. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

LEGAL NAME OF AGENCY OR

BIDDER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION:_____

E-MAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED_____

TITLE: _____

Exhibit 7

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at http://www.dadeschools.net/schoolboard/rules, all bidders and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, Bidder or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure 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 employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)

Bidders are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Policy 6460, which may be accessed on the school website at dadeschools.net/schoolboard/rules all bidders, Bidders, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, Bidders or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at www.dadeschools.net. Any bidder who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No ☐ Yes ☐ If answer is yes, please complete the following:

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served
Name:_____ •		
Name:_____ •		

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

EXHIBIT 8

Sample Fire Extinguisher Annual Maintenance Sheet			
Room #	**Fire Extinguisher Serial #**	**Type of Ext.**	**Discrepancy**

Exhibit 9
Fire Extinguisher Form A (Sample)

Miami-Dade County Public Schools
Giving our students the world
FORM A

FROM: _____ TO: _____
VIA FAX: _____

FACILITY NAME: _____

SUBJECT: FIRE EXTINGUSHER SERVICES QUOTTATION DATE: _____

Types of services: ___ Additions ___ Corrective maintenance ___ Damage by owner
___ Vandalism ___ Lightning Damage

Brief description of work to be done:

_____
_____

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

Qualified Technician ___ x ___ /Hr. $ _____
Installation Labor Rate ___ x ___ /Hr. $ _____

PARTS (Form A) $	
MISC. (Form B) $	
LABOR (Form A) $	
TOTAL QUOTE $	

VERIFIED BY _____

MDCPS (Blanket) PO#: _____
MDCPS RELEASE # _____
MDCPS W/O# _____

PLEASE FAX BACK TO REQUESTER _____ (Name) _____ (Fax Number)

Note: Vendor may not proceed with work without first receiving a Purchase Order # or Confirmation # from Procurement Manage Services

Exhibit 10
Fire Extinguisher Form B (Sample)

Miami-Dade County Public Schools
Giving our students the world

FROM: _____ FORM B TO: _____
_____ VIA FAX: _____

FACILITY NAME: _____

SUBJECT: FIRE ALARM SERVICES QUOTATION DATE: _____

Vendor shall complete this form when miscellaneous materials are required.

ITEMIZED LIST OF MISCELLANEOUS MATERIALS

Manufacturer	Model#	Part #	Description	List Price	Quantity	Price (% off List)	Extended Amount
					TOTAL :		

(Enter Total on Form A)

Exhibit 11

Fire Extinguisher Survey Form

SURVEY OF FIRE SUPPRESSION SYSTEM

FIRE EXTINGUISHERS AND FIRE BLANKETS.

FACILITY/SCHOOL NAME: _____ *DATE:*

Located in:	KITCHEN	FOOD LAB	SPRAY BOOTH	COMPUTER LABS	
Manufacturer:	ANSUL	KIDDE	PYRO CHEM		
Model Number:					
System Type:	Dry Chem	Wet Chem	C02	Halon	No System
Inspection/Installation Status		Semi Annual	Annual	New Installation	
Date of Inspect./Install.					

Date System Due For:	Hydro Test	6yr Main.	No. of Tanks	Tank Size	Refill

Type of Gas Shut Off Valve	Electric (Voltage)	Mechanical	No Gas Shust Off Valve	
If electric, is there a gas shut off delay system?		Yes	No	

If yes, name of manufacturer: Model #

Is suppression system tied into fire alarm system?		Yes	No	
Condition of Hood and Ducts Filters:	Clean	Dirty	Very Dirty	
All System Hood Penetrations	Welded	Liquid Tight	Sealed Nut	

Work Performed by:	Triangle Inc.	Miami Fire	City Fire	
All Burners & Deep Fat Fryers are Protected:		Yes	No (Reason):	

Inspection Tag Mounted on:	Tanks	Pull Station	Other:
System Left In Operational Condition:	Yes	No (Reason):	
System Nozzle Caps in Place:	Yes	No (Reason):	

Fire Extinguisher
Quantities: ABC_____+ BC_____+ Halon_____+ K_____= TOTAL_____

Fire Extinguisher Annual Inspection Dated:_____

FIRE BLANKET Yes:_____ No:_____ If yes, how many:_____

INSPECTED BY: _____ Print Name:_____
Signature