



MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS)  
PROCUREMENT MANAGEMENT SERVICES  
SCHOOL BOARD ADMINISTRATION BUILDING  
1450 N.E. SECOND AVENUE, ROOM 650  
MIAMI, FLORIDA 33132

## REQUEST FOR QUOTATIONS (RFQ)

ISSUE DATE: Tuesday, September 4, 2018  
RFQ NO. AND TITLE: RFQ-18C-003 - Fire Suppression Systems Service  
RFQ DUE DATE AND TIME: Wednesday, September 12, 2018 at 2:00pm  
QUOTATIONS WILL BE ACCEPTED VIA EMAIL TO: [hrose@dadeschools.net](mailto:hrose@dadeschools.net)

**GENERAL INFORMATION:** The District is soliciting Request for Quotations from qualified, interested bidders, for the items listed within this RFQ document. This page must be signed by an authorized company representative and returned along with the quotation, to indicate acceptance of all terms and conditions of the RFQ. Subcontracting of any services under this contract is prohibited.

M-DCPS Direct Contact: [hrose@dadeschools.net](mailto:hrose@dadeschools.net)

**PURPOSE:** The purpose of this RFQ is to establish a contract, at firm unit prices, for all necessary labor, transportation, material and equipment to test, service, inspect, repair and maintain fire suppression systems, at Miami-Dade County Public Schools locations. Please see attached worksheet for price submittal. The overall amount for groups 1 & 3 will be totaled and an award made on the overall low. Prices submitted for groups 2 & 4 will be utilized as needed. Vendors must bid ALL items in a group to be considered for award. The Total Fees proposed will be firm and fixed for the life of the contract.

(PLEASE PRINT CLEARLY)

LEGAL NAME OF Quoter: \_\_\_\_\_  
QUOTER'S SIGNATURE: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
TELEPHONE/FAX NUMBER: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

*Quotations must be signed by an authorized officer of the company, who is legally authorized to enter into a contractual relationship in the name of the company. The submittal of a quotation by a vendor will be considered by the District as constituting an offer by the vendor at the stated prices.*



## **GENERAL INFORMATION**

The District requests quotations to maintain fully operational and trouble-free fire suppression systems at all times in compliance with state regulations. This contract shall secure firm prices for the term of the contract for the semi-annual National Fire Protection Association (NFPA) compliance inspections and testing of engineered and pre-engineered fire suppression systems and additional services, preventive maintenance, emergency on-site service response, required inspections, repairs, materials, labor, training, and written reports of fire suppression systems 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, unless otherwise specifically addressed by the owner department upon award.

Fire suppression systems located within a facility shall include, but not be limited to exhaust hoods, vent less fryer hoods, spray booths, computer rooms, and chemistry labs

System Types: Fire suppression system types shall include, but not be limited to CO<sub>2</sub>, clean agent, dry chemical, Halon and wet chemical.

## **QUALITY ASSURANCE**

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 suppression system service organization or business in the State of Florida in accordance with Florida Statutes Chapter 633 and appropriate State Fire Marshal Rule Chapters 4A-21 and/or 4A-46.

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.

## **JOB CONDITIONS**

### **A. Site Familiarization**

Prior to the due date of this RFQ, 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. After the award of this RFQ, 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 RFQ has been awarded.

### **B. Emergency Response**

When an emergency is deemed to exist by the MDCPS Authorized Representative, the bidder will be required to respond on a confirmation number issued to the department by Procurement Management Services. The response must result in the arrival of a work crew at the affected site within two (2) hours.

## WARRANTY

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

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.

## QUALIFICATION AND REQUIREMENTS

### Pre-Engineered Systems

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

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

The bidder is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.

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.

## INSPECTION SCHEDULE AND REPORTS

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).

The bidder or its representative shall leave a duplicate copy of the inspection report with the appropriate MDCPS facility personnel (for kitchen hood systems - Food Service (Cafeteria) Manager; for other systems - Principal or Senior Site Administrator). **The bidder will install a pouch to house inspection reports by the fire suppression pull station or best location so inspectors can locate at the time of the facility inspection.** This will be further detailed at the inspection meeting after contract award.

Bidder must visually inspect exhaust hoods; vent less fryer hoods, stacks, and chimney flues for grease build-up during each fire suppression system inspection. Bidder shall include in the inspection report a statement identifying these conditions as follows:

Clean - Needing no attention.

Dirty - Needing no immediate attention.

Very Dirty - Requires immediate cleaning.

## 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. Bidder will only receive half (50%) payment until complete service is performed.
- B. 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).
- C. 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.

## PRODUCTS

### FIRE SUPPRESSION SYSTEM (DEFINITION):

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

## 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.

## MANUALS

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

## EXECUTION

### SERVICES

A. Inspections, Maintenance, Repair, Test and Service shall be inclusive of all items listed:

1. All systems that are due must be inspected in accordance with NFPA standards.
2. All fusible links shall be replaced, in accordance with manufacturer's instructions and/or NFPA 96. Fusible links for replacement should be year dated the same year as the year they are replaced. Replacement of fusible links shall be part of the inspection bid price.
3. Pilot cartridge must be replaced as stipulated in the manufacturer's manual and/or anytime its weight is outside the acceptable limits as set by the manufacturer. Replacement cartridges shall be part of the inspection bid price (i.e. Pyro Chem/Heiser).
4. Glass break rods, covers, allen screws or any other device that secures the activation portion of the remote pull station shall be replaced at any inspection when it is found to be broken or defective and shall be part of the inspection bid price.
5. Lamps for remote pull stations shall be replaced at no additional cost at any inspection when it is found to be burnt out or missing (i.e. Kidde).
6. Cylinder visual inspection must be performed in accordance with CGA guidelines, methods, and standards. Cylinder must be repaired or replaced due to excessive rust or damage as part of the bid price.
7. Engineered and pre-engineered systems with fire alarm releasing panels shall have all inspection and testing per NFPA 12, 12a. **Inspection RFQ price shall be inclusive for the detection portions of the system.**
8. Inspection requests shall stipulate inspection due by a certain date. Failure to inspect by date due may result in relief .
9. 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.

#### B. Relocate

Relocate any equipment that the M-DCPS Authorized Representative requests to be relocated, including re-pipe systems when equipment is moved or added under the hood.

#### C. Training

1. Training classes covering system user operation shall be conducted by the bidder if requested by The MDCPS authorized representative. Attendees shall be determined by individual site administrators.
2. 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 placed in the system record log book and a copy forwarded to the MDCPS authorized representative.

### **INOPERABLE SYSTEMS**

When systems are found to be inoperable during routine inspections, the bidder shall provide immediate verbal notification to both the MDCPS Authorized Representative and the MDCPS facility Principal or Senior Site Administrator. Electronic (e-mail) notice shall be provided within two (2) hours of discovery to those listed above.

### **ADDITIONAL SERVICES**

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

### **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 agreeing to the request for inspection at least 48 hours prior to the requested inspection date. Bidder will have personnel present during the scheduled inspections.

### **TESTING / RECHARGE**

#### A. Hydrostatic and Pressure Testing

- a. As directed by the MDCPS Authorized Representative, the bidder will hydrostatically test agent cylinder, hose, and actuation cylinder (by replacement) and pressure test regulator. All hydrostatic testing must be performed in accordance with NFPA 12, 12a standards, CGA guidelines, methods, and standards, and US DOT CFR 49. The absence of direction to perform this function shall NOT relieve the bidder of the responsibility to report deficiencies, as set forth in statute and/or rule, to the MDCPS Authorized Representative. Cylinder hydrostatic testing shall be **at the rate of the RFQ PROPOSAL price including these four (4) steps:**

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



2. Recharge/pressurization of agent cylinder with appropriate expellant (i.e. CO<sub>2</sub>, or N<sub>2</sub>), and pilot cartridge replacement as appropriate (i.e. PyroChem/Heiser).
  3. Replacement of actuation cylinder for cartridge systems (i.e. Ansul R-101 and R-102) if due for hydrostatic test. Actuation cylinder for replacement should be year dated the same year as the year of replacement.
  4. Twelve (12) year regulator test for Ansul R-101 and R-102 systems.
- b. When hydrostatic and pressure testing is being conducted, under no circumstance shall systems be rendered inoperable. Bidder is to provide temporary cylinder(s) of equal capacity to replace cylinder(s) being serviced.
  - c. Original cylinder(s) being tested and/or inspected shall be replaced within a period of no more than twenty-four (24) hours.
- B. Dry Chemical Six Year Maintenance Inspection
- a. As directed by the MDCPS Authorized Representative, bidder is to disassemble cylinder every six (6) years and check mechanical parts, remove and strain (check stored pressurized cylinder for lumps) and refill/recharge cylinder. Six-year maintenance must be performed in accordance with NFPA standards and SFM Rule Chapter 4A-21. The absence of direction to perform this function shall NOT relieve the bidder of the responsibility to report deficiencies, as set forth in statute and/or rule, to the MDCPS Authorized Representative.
  - b. When Dry Chemical six-year maintenance inspection is being conducted, under no circumstance shall systems be rendered inoperable. Bidder is to provide temporary cylinder(s) of equal capacity to replace cylinder(s) being serviced.
  - c. Original cylinder(s) being tested and/or inspected shall be replaced within a period of no more than twenty-four (24) hours.
- C. Refill/Recharge
- a. Refill of agent as appropriate to the type of cylinder (i.e. CO<sub>2</sub>, Clean, Dry, Halon and Wet).
  - b. Refill/Recharge shall entitle the bidder to a disarm/rearm line item cost. The bidder shall be paid separate disarm/rearm line items if disarm and rearm are done at different times.
  - c. Refill/Recharge is for exclusively remedying empty or discharged system cylinders, not as part of work done under hydrostatic and pressure testing.
  - d. Relocate any equipment that the MDCPS Authorized Representative requests to be relocated, including re-pipe systems when equipment is moved or added under the hood.



**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.



**REQUIRED INFORMATION TO BE SUBMITTED BY THE BIDDER**

REQUIREMENT	YES	NO
a. Provide a Local Business Tax Receipt and/or evidence of office in the State of Florida. 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) or the current. registration in the home state.		
c. Provide documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d. A list of the technicians that will be servicing M-DCPS fire alarm systems and a copy of each technician's qualifications and training certificates.		
e. List of local or toll free telephone numbers for normal business hours and after business hours contact.		
f. Documentation from the US DOT indicating bidder cylinder requalification facility registration number RIN.		
<p>h. <b>Engineered Systems Bidders must provide</b> copy(ies) of the current:</p> <ul style="list-style-type: none"> <li>• <b>Fire Protection System Contractor I or III Certificate for bidder;</b></li> <li>• <b>Name of individuals employed by the bidder who will be performing inspections and additional services on fire suppression systems at MDCPS facilities;</b></li> </ul> <p>These individuals would be those whose names and addresses have been submitted to the State Fire Marshal's office per 4A-46.041.</p>		
i. Copy of Bidder's Occupational License.		

## **STATEMENT OF CONDITIONS**

Please quote your lowest price for the services to be provided, as specified in this RFQ document. Any deviation from the specifications must be identified and fully described. No additional charges for any other purpose will be allowed over and above the prices quoted on this sheet. The District reserves the right to accept or reject a quotation on each item separately, or as a whole, and to waive any irregularities in a quotation. If unable to quote, please return this form so marked.

**QUOTE SUBMITTAL:** Quotes shall be submitted via email to [hrose@dadeschools.net](mailto:hrose@dadeschools.net). It is the exclusive responsibility of the quoter to ensure that the emailed quotation reaches Miami-Dade County Public Schools before the time and date indicated herewith. **Quotes received after the deadline date and hour specified herewith will not be considered.**

**Travel Time:** Travel time will not be included in any quotation it will be part of vendors initial hour.

**VALIDITY PERIOD:** This quotation is valid for 180 days and the quoted prices shall remain fixed during this period. This quote may be extended, upon agreement by the vendor, for an additional 90 -day period, if needed, with the same terms and conditions.

**AWARD:** The award will be based upon lowest based cost per service, per specified groups, quoted by the responsive and responsible vendor.

**REJECTION OF QUOTES:** Reasons for rejection of quotes by Miami-Dade County Public Schools includes, but is not limited to the following:

1. Failure to use the quote form furnished by M-DCPS Procurement Management Services Department;
2. Late or incomplete quotes will not be accepted. Quotes may also be rejected for failure to conform to the rules or requirements contained in the RFQ;
3. Failure to sign the quote by an authorized representative;
4. Proof of collusion among vendors, in which case all quotes involved in the collusive action will be rejected, and;
5. Noncompliance with applicable laws, unauthorized additions or deletions, conditions quotes, incomplete quotes, or irregularities of any kind, which may tend to make the quote incomplete indefinite or ambiguous as to its meaning.

**TERMINATION AND REMEDY:** M-DCPS reserves the right to terminate, without cause, any work awarded under this RFQ, or to cancel / not utilize the RFQ in its entirety. M-DCPS reserves the right to cancel, without cause, any work, or any portion of the work awarded under this contract. In the event that the vendor fails to perform any of the services in a satisfactory manner, M-DCPS shall notify the vendor, in writing, of the deficiencies, and a specific time frame for correction of such deficiencies. If correction is not effected in an acceptable manner within the allocated time, M-DCPS may, after written notice of default to the vendor, accomplish the work in any manner it chooses, with the cost of such work being deducted from the RFQ price.



Compliance with all District Terms and Conditions:

#### SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to small, micro, veteran and minority/women participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro, Veteran and Minority/Women Certification Program, to increase contracting opportunities for local businesses. 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 small, micro, veteran, and minority/women firms, prior to contract award. The application may be accessed through the following link: <https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687>

Vendors certified as a small, micro, veteran and/or minority/women 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 small, micro, veteran and minority/women firms can be found online at <https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602>

For more information on getting certified, please call the Office of Economic Opportunity at (305) 995-1307.

#### 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 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. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. 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 School Board Policy 6320.04.

The School Board Policy may be accessed at: [http://www.dadeschools.net/schoolboard/rules/BID POSTPONEMENT/CANCELLATION](http://www.dadeschools.net/schoolboard/rules/BID_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 cancellation shall be posted on the District's website and sent to all Bidders solicited.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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 Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

#### COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies, by signing the proposal, that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally-funded transactions and may, in certain instances, be required to provide a separate written certification to this

effect.

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

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

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.

#### 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, Fla.Stat. (2007). In addition, the provisions of § 1012.467, Fla.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.

#### 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.

#### 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.

#### 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 Law, 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### NO GRATUITY POLICY

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

#### 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).

#### 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.

#### 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.

#### 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.

#### CANCELLATION OF BIDS

A Bid 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 vendor unopened.

#### 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 vendor 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>.

#### 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.



**EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION**

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

**POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS**

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](mailto:internships@dadeschools.net). As an awarded vendor, 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.

PRICE PROPOSAL RFQ-18C-03  
FIRE SUPPRESSION SYSTEMS SERVICE

<b>GROUP 1: ENGINEERED SYSTEMS (ALL SYSTEMS 2 INSPECTIONS PER YEAR)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>PRICE</b>
1	Baker Aviation	1	Per Inspection	
2	S.B.A.B. Jefferson Bld. Garage	1	Per Inspection	
3	ITS Computer Center System #1	1	Per Inspection	
4	ITS Computer Center System #2	1	Per Inspection	
5	ITS Computer Center System #3	1	Per Inspection	
6	S&D Warehouse	1	Per Inspection	
7	Kendale Lakes Elem	1	Per Inspection	
8	Lake Stevens Mid.	1	Per Inspection	
9	Southwood Mid.	1	Per Inspection	
10	W.R. Thomas Mid.	1	Per Inspection	
11	Robert Morgan Tech	1	Per Inspection	

<b>GROUP 2: ADDITIONAL CONTRACTED SERVICES (ENGINEERED SYSTEMS, ALL SYSTEMS)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>PRICE</b>
12	Hydrostatic Testing Refill/Recharge All Sizes All Agents Including Labor	1	Per Cylinder	
13	Accidental Discharge, Hydrostatic Testing and Refill/Recharge All Sizes Including Labor.	1	Per Cylinder	
14	Hourly Rate for Additional Services	1	Hour	

<b>GROUP 3: PRE-ENGINEERED SYSTEMS (ALL SYSTEMS 2 INSPECTION PER YEAR @350 FACILITIES)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>PRICE</b>
15	Inspect, test, maintain, service and repair of fire suppression systems for MDCPS facilities using all necessary labor, materials and equipment, in accordance with the attached specifications.	1	Per Inspection	

<b>GROUP 4: ADDITIONAL CONTRACTED SERVICES (PRE-ENGINEERED SYSTEMS, ALL SYSTEMS)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>PRICE</b>
16	Hydrostatic Testing Refill/Recharge All Sizes All Agents Including Labor	1	Per Cylinder	
17	Testing and Refill/Recharge All Sizes Including Labor.	1	Per Cylinder	
18	Hourly Rate for Additional Services	1	Hour	