

The School Board of Broward County, Florida
Supply Management and Logistics Department

Bid No.: <u>25-090T</u>	Board Meeting: <u>MARCH 15, 2005</u>
Description: <u>FIRE ALARM SERVICES</u>	Notified: <u>574</u> Downloaded: <u>26</u>
<u>TERM CONTRACT</u>	Bids Rec'd: <u>5</u> No Bids: <u>0</u>
For: <u>PHYSICAL PLANT OPERATIONS</u>	Bid Opening: <u>OCTOBER 6, 2004</u>
(School/Department)	
Fund: <u>DEPARTMENT OPERATING BUDGET</u>	Advertised Date: <u>AUGUST 10, 2004</u>
	Award Amount: <u>\$4,000,000 PER CONTRACT PERIOD</u>

POSTING OF BID RECOMMENDATION/TABULATION: Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department on DECEMBER 15, 2004 @ 3:00P.M., and will remain posted for 72 hours. Any person desiring to protest the Bid Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting and intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract.

REVISED RECOMMENDATION/TABULATION

VENDOR NAME

ITEM(S) AWARDED

BASS UNITED FIRE & SAFETY SYSTEMS

PRIMARY VENDOR: ITEMS 1 A, C, E, F
2 A, E, F
3 C, F, L
1ST ALTERNATE: 1 D
2 C
3 A, B, D, J, K
2ND ALTERNATE: 2 B, D
3 E, I

FLORIDA STATE FIRE AND SECURITY

PRIMARY VENDOR: ITEMS 1 B, D
2 B
3 I
1ST ALTERNATE: ITEMS 1 A, C, E, F
2 A, D, E, F
3 C, F, G, H, L
2ND ALTERNATE: ITEMS 2 C
3 A, B, D, J, K

* QUALITY COMMUNICATIONS
(WHITE FEMALE M/WBE: FORT LAUDERDALE, FL)

1ST ALTERNATE: ITEMS 1 B
2 B
3 I
2ND ALTERNATE: ITEMS 1 A, C, D, E, F
2 A, E, F
3 C, F, G, L

SIMPLEX-GRINNELL

PRIMARY VENDOR: ITEMS 3 A, B, D, E, G, H, J, K
2ND ALTERNATE: 1 B

UNIVERSAL ELECTRIC

PRIMARY VENDOR: ITEMS 2 C, D
1ST ALTERNATE: ITEMS 3 E
2ND ALTERNATE: ITEMS 3 H

RECOMMENDATION/ TABULATION
BID 25-090T
FIRE ALRM SERVICES
PAGE 2

IN ORDER TO MEET THE NEEDS OF THE SCHOOL SYSTEM AND IN THE BEST INTEREST OF THE SCHOOL BOARD, THE ABOVE ITEMS ARE RECOMMENDED TO BE AWARDED TO THE BIDDERS LISTED. THE LOW BIDDER FOR EACH ITEM WILL BE THE SCHOOL BOARD'S PRIMARY VENDOR. IF THE LOW BIDDER IS UNABLE TO MEET THE BID REQUIREMENTS, THEN THE NEXT BIDDER WILL BE UTILIZED.

CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007



Date: DECEMBER 15, 2004

(Buyer/Purchasing Agent)

3/30/04

Equal Opportunity Employer, using Affirmative Action Guidelines

BOARD MEETING OF 11/9/04
Bid 25-090T Fire Alarm Services

Summary

This is the first time that prequalification has been required for this bid. The award of this bid has been delayed due to 2 pending protests. The final outcome was that the vendor initiating the protest failed to post the required bond in the established timeframe. The issue involved was whether the bidders must go through the prequalification process and be approved by the Board prior to the bid opening date. As a result of this bid, the prequalification verbiage has been revised to require that all bidders be prequalified prior to bid opening.

The last time this bid was sent out, no quantities were used. Also, the items were not broken down by manufacturer. The bid was awarded to all respondents for all the items. SBBC locations contain primarily Simplex, Notifier and FCI equipment. For that reason, the new bid broke out these manufacturers so we could see clearly which company offered the best pricing structure for each. Due to the competition and perhaps breaking out the manufacturers, we will appreciate a savings on this bid of approximately \$30,870 for the term of the contract.

This bid is being awarded to the low bidder in each category. No rejections were required. Each vendor who responded will receive a portion of the items being awarded. All these vendors are reputable and have been used by SBBC previously. As a result, no problems are anticipated.

Fire Alarm Services
Bid 25-090T
Summary of Coin Toss Outcomes

Item 1B

Tie bid received from two vendors. General Condition 47 states that when identical prices are received from two or more vendors and all factors are equal, priority for award shall be given to the vendors in sequence. Simplex Grinnell breaks the tie by winning the coin toss held in the Purchasing Department on October 11, 2004 and becomes the second alternate awardee.

Item 1D

Tie bid received from two vendors. General Condition 47 states that when identical prices are received from two or more vendors and all factors are equal, priority for award shall be given to the vendors in sequence. Simplex Grinnell breaks the tie by winning the coin toss held in the Purchasing Department on October 11, 2004 and becomes the primary awardee. Bass United Fire and Security Systems becomes the first alternate.

Item 2B

Tie bid received from two vendors. General Condition 47 states that when identical prices are received from two or more vendors and all factors are equal, priority for award shall be given to the vendors in sequence. Bass United Fire and Security Systems breaks the tie by winning the coin toss held in the Purchasing Department on October 11, 2004 and becomes the second alternate awardee.

Item 2D

Tie bid received from two vendors. General Condition 47 states that when identical prices are received from two or more vendors and all factors are equal, priority for award shall be given to the vendors in sequence. Florida State Fire and Security breaks the tie by winning the coin toss held in the Purchasing Department on October 11, 2004 and becomes the first alternate awardee. Bass United Fire and Security Systems becomes the second alternate.

Item 3E

Tie bid received from two vendors. General Condition 47 states that when identical prices are received from two or more vendors and all factors are equal, priority for award shall be given to the vendors in sequence. Universal Electric of Florida breaks the tie by winning the coin toss held in the Purchasing Department on October 11, 2004 and becomes the first alternate awardee. Bass United Fire and Security Systems becomes the second alternate.

Item 3G

Tie bid received from two vendors. General Condition 47 states that when identical prices are received from two or more vendors and all factors are equal, priority for award shall be given to the vendors in sequence. Quality Communications Fire and Safety breaks the tie by winning the coin toss held in the Purchasing Department on October 11, 2004 and becomes the second alternate awardee.

Item 3I

Tie bid received from two vendors. General Condition 47 states that when identical prices are received from two or more vendors and all factors are equal, priority for award shall be given to the vendors in sequence. Quality Communications Fire and Safety breaks the tie by winning the coin toss held in the Purchasing Department on October 11, 2004 and becomes the first alternate awardee. Bass United Fire and Security Systems becomes the second alternate.

Bids were evaluated by:



Kay Lloyd
Purchasing Agent

BID NUMBER	25-090T	OPEN DATE	10/06/04	BUYER	Kay Lloyd
BID TITLE	FIRE ALARM SERVICES				

REMARKS:
 BID DRAFT WAS APPROVED BY: JOHN ARCESE, PHYSICAL PLANT OPERATIONS, AND KAY LLOYD, C.P.M., PURCHASING AGENT, SUPPLY MANAGEMENT AND LOGISTICS.
 BIDS RECEIVED WERE EVALUATED BY: JOHN ARCESE, PHYSICAL PLANT OPERATIONS, AND KAY LLOYD, C.P.M., PURCHASING AGENT, SUPPLY MANAGEMENT AND LOGISTICS.
 RECOMMEND THE AWARD BE MADE TO THE ABOVE BIDDER MEETING SPECIFICATIONS, TERMS & CONDITIONS.

BID TABULATION SHEET

BUYER Kay L Lloyd

BIDDER'S NAME

BID PRICE
\$66,000.

\$500,000.00

\$40,550.00

	\$82,500.00
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12/16/2004 8:53 AM

THE SCHOOL BOARD OF BROWARD COUNTY
BID TABULATION SHEET

BID NUMBER	25-090T
BID TITLE	FIRE ALARM SERVICES

OPEN DATE	10/06/04
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BUYER Kay Lloyd

[illegible]

REMARKS:

BID NUMBER	25-090T	OPEN DATE	10/06/04	BUYER	Kay Lloyd
BID TITLE	FIRE ALARM SERVICES				

REMARKS:

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM	DESCRIPTION	PRIMARY	1 ST ALTERNATE	2 ND ALTERNATE
ITEM 1.	<p>Labor charge per hour to provide service, support functions, modifications, or repair to new and existing fire alarm systems. Hourly charge shall include travel time and expenses. There are approximately 220 fire alarm systems at various locations through out SBBC.</p> <p>SPECIAL NOTE: Nearly all work will be performed between the hours of 3:00p.m. and 12:30 a.m. Hourly rates submitted need to reflect this.</p>			
1A.	Fire alarm installer rate (SIMPLEX EQUIPMENT)	Bass United Fire & Safety \$42.00 per hour	Florida State Fire & Security \$45.00 per hour	Quality Communications \$50.00 per hour
1B.	Fire alarm technician rate (SIMPLEX EQUIPMENT)	Florida State Fire & Security \$55.00 per hour	Quality Communications \$70.00 per hour	Simplex Grinnell \$75.00 per hour
1C.	Fire alarm installer rate (NOTIFIER EQUIPMENT)	Bass United Fire & Safety \$42.00 per hour	Florida State Fire & Security \$45.00 per hour	Quality Communications \$50.00 per hour
1D.	Fire alarm technician rate (NOTIFIER EQUIPMENT)	Florida State Fire & Security \$55.00 per hour	Bass United Fire & Safety \$55.00 per hour	Quality Communications \$70.00 per hour

BID : 25-090T
FIRE ALARM SERVICES

ITEM 1.	<p>Labor charge per hour to provide service, support functions, modifications, or repair to new and existing fire alarm systems. Hourly charge shall include travel time and expenses. There are approximately 220 fire alarm systems at various locations through out SBBC.</p> <p>SPECIAL NOTE: Nearly all work will be performed between the hours of 3:00p.m. and 12:30 a.m. Hourly rates submitted need to reflect this.</p>
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Bass United Fire & Safety

Fire Alarm installer rate	<u>FARADAY</u>	<u>\$42.00 per hour</u>
Fire Alarm technician rate	<u>FARADAY</u>	<u>\$47.00 per hour</u>

Fire Alarm technician rate **FARADAY \$47.00 per hour**

Specified MFG of Parts: FARADAY Fire Control Instruments (FCI), Farady, Fire- Lite, Gamewell

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 1: ADDITIONAL INFORMATION:

Florida State Fire & Security 1/2 hour fire alarm installer rate NA
1/4 hour fire alarm installer rate NA
Fire Alarm installer rate NA
Fire Alarm technician rate NA
Parts Cost: 40% **Specified MFG of Parts:** Notifier, Fire Lite, Silent Knight

ITEM 1: ADDITIONAL INFORMATION

Quality Communications 1/2 hour fire alarm installer rate \$24.00
1/4 hour fire alarm installer rate \$12.00
Fire Alarm installer rate **(FCI) \$46.00 per hour**
Fire Alarm technician rate **(FCI) \$68.00 per hour**
Parts Cost: 35% **Specified MFG of Parts:** Fire Control Instrument (FCI)
Delivery: 3% of Equipment Cost

ITEM 1: ADDITIONAL INFORMATION

Simplex Grinnell 1/2 hour fire alarm installer rate \$27.50
1/4 hour fire alarm installer rate \$13.75
Fire Alarm installer rate **Simplex /Notifier \$55.00 per hour**
Fire Alarm technician rate **Simplex/ Notifier \$75.00 per hour**
Parts Cost: 30% **Specified MFG of Parts:** Simplex
Delivery: FOB Customer Site

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 1: ADDITIONAL INFORMATION

<u>Universal Electric</u>	1/2 hour fire alarm installer rate	\$41.00
	1/4 hour fire alarm installer rate	\$27.00
	Fire Alarm installer rate	<u>Notifier/Firelite \$54.00 per hour</u>
	Fire Alarm technician rate	<u>Notifier/Firelite \$81.00 per hour</u>
<u>Parts Cost: 40%</u>	<u>Specified MFG of Parts:</u>	Notifier, Firelite

ITEM	DESCRIPTION	PRIMARY	1 ST ALTERNATE	2 ND ALTERNATE
ITEM 2.	<u>(TO BE AWARDED BY LINE ITEM)</u> Labor charge per hour to provide services, support functions, modifications or repair to new and existing fire alarm systems. Hourly charge shall include travel time and expenses. There are approximately 220 fire alarm systems at various locations throughout SBBC. <u>SPECIAL NOTE:</u> A minimal amount of work will be performed between the hours of 7:00a.m. and 3:00p.m.			
2A.	Fire alarm installer rate (SIMPLEX EQUIPMENT)	Bass United Fire & Safety \$42.00 per hour	Florida State Fire & Security \$45.00 per hour	Quality Communications \$46.00 per hour

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 2.	DESCRIPTION	PRIMARY	1 ST ALTERNATE	2 ND ALTERNATE
ITEM 2.	<p><u>(TO BE AWARDED BY LINE ITEM)</u> Labor charge per hour to provide services, support functions, modifications or repair to new and existing fire alarm systems. Hourly charge shall include travel time and expenses. There are approximately 220 fire alarm systems at various locations throughout SBBC. <u>SPECIAL NOTE:</u> A minimal amount of work will be performed between the hours of 7:00a.m. and 3:00p.m.</p>			
2B.	Fire alarm technician rate (SIMPLEX EQUIPMENT)	Florida State Fire & Security \$55.00 per hour	Quality Communications \$63.00 per hour	Bass United Fire & Safety \$75.00 per hour
2C.	Fire alarm installer rate (NOTIFIER EQUIPMENT)	Universal Electric \$34.00 per hour	Bass United Fire & Safety \$42.00 per hour	Florida State Fire & Security \$45.00 per hour
2D.	Fire alarm technician rate (NOTIFIER EQUIPMENT)	Universal Electric \$54.00 per hour	Florida State Fire & Security \$55.00 per hour	Bass United Fire & Safety \$55.00 per hour
2E.	Fire Alarm installer rate (FCI EQUIPMENT)	Bass United Fire & Safety \$42.00 per hour	Florida State Fire & Security \$45.00 per hour	Quality Communications \$46.00 per hour
2F.	Fire alarm technician rate (FCI EQUIPMENT)	Bass United Fire & Safety \$52.00 per hour	Florida State Fire & Security \$55.00 per hour	Quality Communications \$63.00 per hour

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 2: ADDITIONAL INFORMATION:

<u>Bass United Fire & Safety</u>	1/2 hour fire alarm installer rate	\$21.00
	1/4 hour fire alarm installer rate	\$11.00
	Fire Alarm installer rate	<u>FARADAY \$42.00 per hour</u>
	Fire Alarm technician rate	<u>FARADAY \$52.00 per hour</u>
<u>Parts Cost: 31%</u>	<u>Specified MFG of Parts:</u>	Fire Control Instruments (FCI), Farady, Fire- Lite, Gamewell

ITEM 2: ADDITIONAL INFORMATION:

<u>Florida State Fire & Security</u>	1/2 hour fire alarm installer rate	NA
	1/4 hour fire alarm installer rate	NA
	Fire Alarm installer rate	NA
	Fire Alarm technician rate	NA
<u>Parts Cost: 40%</u>	<u>Specified MFG of Parts:</u>	Notifier, Fire Lite, Silent Knight

ITEM 2: ADDITIONAL INFORMATION

<u>Quality Communications</u>	1/2 hour fire alarm installer rate	\$23.00
	1/4 hour fire alarm installer rate	\$11.50
	Fire Alarm installer rate	<u>(FCI) \$46.00 per hour</u>
	Fire Alarm technician rate	<u>(FCI) \$63.00 per hour</u>
<u>Parts Cost: 35%</u>	<u>Specified MFG of Parts:</u>	Fire Control Instrument (FCI)
<u>Delivery: 3% of Equipment Cost</u>		

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 2: ADDITIONAL INFORMATION

<u>SIMPLEX GRINNELL</u>	1/2 hour fire alarm installer rate	\$27.50
	1/4 hour fire alarm installer rate	\$13.75
	Fire Alarm installer rate	<u>(SIMPLEX/ NOTIFIER) \$55.00 per hour</u>
	Fire Alarm technician rate	<u>(SIMPLEX/ NOTIFIER) \$75.00 per hour</u>
<u>Parts Cost: 30%</u>	<u>Specified MFG of Parts:</u>	SIMPLEX
<u>DELIVERY: FOB CUSTOMER SITE</u>		

ITEM 2: ADDITIONAL INFORMATION

<u>UNIVERSAL ELECTRIC</u>	1/2 hour fire alarm installer rate	\$41.00
	1/4 hour fire alarm installer rate	\$27.00
	Fire Alarm installer rate	<u>NOTIFIER/FIRELITE \$54.00 per hour</u>
	Fire Alarm technician rate	<u>NOTIFIER/FIRELITE \$81.00 per hour</u>
<u>Parts Cost: 40%</u>	<u>Specified MFG of Parts:</u>	NOTIFIER, FIRELITE

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 3.	DESCRIPTION <u>TO BE AWARDED BY LINE ITEM</u>	PRIMARY	1 ST ALTERNATE	2 ND ALTERNATE
3A.	Provide annual testing, inspection and certification of SIMPLEX alarm systems for elementary schools (average number of initiating devices is 150, to include the required 25% of all heat detectors). Pricing not to exceed \$1,800 per location.	Simplex- Grinnell \$740.00 each	Bass United Fire & Safety \$1200.00 each	Florida State Fire & Security \$1300.00 each
3B.	Provide annual testing, inspection and certification of NOTIFIER alarm systems for elementary schools (average number of initiating devices is 150, to include the required 25% of all heat detectors). Pricing not to exceed \$1,800 per location.	Simplex- Grinnell \$890.00 each	Bass United Fire & Safety \$1200.00 each	Florida State Fire & Security \$1300.00 each
3C.	Provide annual testing, inspection and certification of FCI alarm systems for elementary schools (average number of initiating devices is 150, to include the required 25% of all heat detectors). Pricing not to exceed \$1,800 per location.	Bass United Fire & Safety \$1200.00 each	Florida State Fire and Security \$1300.00 each	Quality Communications \$1610.00 each

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 3.	DESCRIPTION <u>TO BE AWARDED BY LINE ITEM</u>	PRIMARY	1 ST ALTERNATE	2 ND ALTERNATE
3D.	Provide annual testing, inspection and certification of SIMPLEX alarm systems for middle schools (average number of initiating devices is 250, to include the required 25% of all heat detectors).	Simplex- Grinnell \$1110.00 each	Bass United Fire & Safety \$2200.00 each	Florida State Fire & Security \$2400.00 each
3E.	Provide annual testing, inspection and certification of NOTIFIER alarm systems for middle schools (average number of initiating devices is 250, to include the required 25% of all heat detectors).	Simplex- Grinnell \$1335.00 each	Universal Electric \$2200.00 each	Bass United Fire & Safety \$2200.00 each
3F.	Provide annual testing, inspection and certification of FCI alarm systems for middle schools (average number of initiating devices is 150, to include the required 25% of all heat detectors).	Bass United Fire & Safety \$2200.00 each	Florida State Fire & Security \$2400.00 each	Quality Communications \$2925.00 each

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 3.	DESCRIPTION <u>TO BE AWARDED BY LINE ITEM</u>	PRIMARY	1 ST ALTERNATE	2 ND ALTERNATE
3G.	Provide annual testing, inspection and certification of SIMPLEX alarm systems for high schools (average number of initiating devices is 350, to include the required 25% of all heat detectors).	Simplex- Grinnell \$1,480.00 each	Florida State Fire & Security \$3,400.00 each	Quality Communications \$3,800.00 each
3H.	Provide annual testing, inspection and certification of NOTIFIER alarm systems for high schools (average number of initiating devices is 350, to include the required 25% of all heat detectors).	Simplex- Grinnell \$1,780.00 each	Florida State Fire & Security \$3,400.00 each	Universal Electric \$3,700.00 each
3I.	Provide annual testing, inspection and certification of FCI alarm systems for high schools (average number of initiating devices is 350, to include the required 25% of all heat detectors).	Florida State Fire & Security \$3400.00 each	Quality Communications \$3,800.00 each	Bass United Fire & Safety \$3,800.00 each

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 3.	DESCRIPTION <u>TO BE AWARDED BY LINE ITEM</u>	PRIMARY	1 ST ALTERNATE	2 ND ALTERNATE
3J.	Provide annual testing, inspection and certification of SIMPLEX alarm systems for adult/vocation, centers and administrative sites (average number of initiating devices is 350, to include the required 25% of all heat detectors).	Simplex- Grinnell \$1,480.00 each	Bass United Fire & Safety \$3,000.00 each	Florida State Fire & Security \$3,400.00 each
3K.	Provide annual testing, inspection and certification of NOTIFIER alarm systems for adult/vocation, centers and administrative sites (average number of initiating devices is 350, to include the required 25% of all heat detectors).	Simplex- Grinnell \$1,780.00 each	Bass United Fire & Safety \$2,600.00 each	Florida State Fire & Security \$3,400.00 each
3L.	Provide annual testing, inspection and certification of FCI alarm systems for adult/vocation, centers and administrative sites (average number of initiating devices is 350, to include the required 25% of all heat detectors).	Bass United Fire & Safety \$2,600.00 each	Florida State Fire & Security \$3,400.00 each	Quality Communications \$3,800.00 each

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 3. ADDITIONAL INFORMATION

BASS UNITED FIRE & SECURITY

- A. Provide annual testing, inspection and certification of FARADAY alarm systems for **elementary** schools (average number of initiating devices is 150, to include the required 25% of all heat detectors). **\$900.00 each**
- B. Provide annual testing, inspection and certification of EDWARDS alarm systems for **middle** schools (average number of initialing devices is 250, to include the required 25% of all heat detectors). **\$2600.00 each**
- C. Provide annual testing, inspection and certification of EDWARDS alarm systems for **high** schools (average number of initiating devices is 350, to include the required 25% of all heat detectors). **\$3,800.00 each**
- D. Provide annual testing, inspection and certification of FARADAY alarm systems for **adult/vocation and centers** schools (average number of initialing devices is 350, to include the required 25% of all heat detectors). **\$2,600.00 each**
- E. Provide annual testing, inspection and certification of FIRE -LITE alarm systems for **portable/modular units** schools (average number of initialing devices is 80, to include the required 25% of all heat detectors). **\$990.00 each**

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 3. ADDITIONAL INFORMATION

FLORIDA STATE FIRE & SECURITY

- A. Provide annual testing, inspection and certification of **FIRE-LITE/ NOTIFIER** alarm systems for **elementary** schools (average number of initiating devices is 150, to include the required 25% of all heat detectors). **\$1,300.00 each**
- B. Provide annual testing, inspection and certification of **FIRE-LITE/NOTIFIER** alarm systems for **middle** schools (average number of initialing devices is 250, to include the required 25% of all heat detectors). **\$2,400.00 each**
- C. Provide annual testing, inspection and certification of **FIRE-LITE/NOTIFIER** alarm systems for **high** schools (average number of initiating devices is 350, to include the required 25% of all heat detectors). **\$3,400.00 each**
- D. Provide annual testing, inspection and certification of **FIRE-LITE/NOTIFIER** alarm systems for **adult/vocation and centers** schools (average number of initialing devices is 350, to include the required 25% of all heat detectors). **\$3,400.00 each**
- E. Provide annual testing, inspection and certification of **FIRE -LITE/NOTIFIER** alarm systems for **portable/modular units** schools (average number of initialing devices is NA, to include the required 25% of all heat detectors). **\$1,300.00 each**

BID : 25-090T
FIRE ALARM SERVICES
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ITEM 3. ADDITIONAL INFORMATION

QUALITY COMMUNICATION

- A. Provide annual testing, inspection and certification of FCI/ SIMPLEX/NOTIFIER/FIRELITE elementary Schools (average number of initialing devices is 150, to include the required 25% of all heat detectors). \$1600.00 each
- B. Provide annual testing, inspection and certification of FCI/ SIMPLEX/NOTIFIER/FIRELITE alarm systems for **middle** schools (average number of initialing devices is 250, to include the required 25% of all heat detectors). \$2900.00 each
- C. Provide annual testing, inspection and certification of FCI/ SIMPLEX/NOTIFIER/FIRELITE alarm systems for **high** schools (average number of initiating devices is 350, to include the required 25% of all heat detectors). \$3,800.00 each
- D. Provide annual testing, inspection and certification of FCI/IMPLEX/NOTIFIER/FIRELITE alarm systems for **adult/ vocation and center** (average number of initiating devices is 350, to include the required 25% of all heat detectors). \$3800.00 eAch
- E. Provide annual testing, inspection and certification of FCI/SIMPLEX/NOTIFIER/FIRE-LITE alarm systems for **portable/ modular units** schools (average number of initialing devices is 35 to include the required 25% of all heat detectors). \$650.00 each

ITEM 3: ADDITIONAL INFORMATION

SIMPLEX GRINNELL

NA

BID : 25-090T
FIRE ALARM SERVICES
CONTRACT PERIOD: MARCH 15, 2005 THROUGH FEBRUARY 28, 2007

ITEM 3. ADDITIONAL INFORMATION

UNIVERSAL ELECTRIC OF FLORIDA

- A.** Provide annual testing, inspection and certification of **NOTIFIER** alarm systems for **elementary** schools average number of initialing devices is 150, to include the required 25% of all heat detectors). **\$1,800.00 ea**
- B.** Provide annual testing, inspection and certification of **NOTIFIER** alarm systems for **middle** schools (average number of initialing devices is 250, to include the required 25% of all heat detectors). **\$2,500.00 each**
- C.** Provide annual testing, inspection and certification of **NOTIFIER** alarm systems for **high** schools (average number of initiating devices is 350, to include the required 25% of all heat detectors). **\$4,000.00 each**
- D.** Provide annual testing, inspection and certification of **NOTIFIER** alarm systems for **adult/vocation and center** (average number of initiating devices is 350, to include the required 25% of all heat detectors). **\$4,000.00 each**
- E.** Provide annual testing, inspection and certification of **Fire Lite** alarm systems for **portable/ modular units** schools (average number of initialing devices is NA, to include the required 25% of all heat detectors). **\$1,000.00 each**

BID : 25-090T
FIRE ALARM SERVICES
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Bass United Fire & Security Systems, Inc.
Brad Higdon
1480 SW 3rd Street
Pompano Beach, Florida 33069

Tele#: 954 785-7800
Fax #: 954 785-7804

Florida State Fire & Security
Robert Wolk
3921 SW 47 Avenue, #1004
Davie, Florida 33314

Tele#: 954 791-1313 x22
Fax#: 954 791-0688

Quality Communications Fire & Security, Inc.
Andrew Carroll
3700 SW 30th Avenue
Fort Lauderdale, Florida 33312

BID : 25-090T
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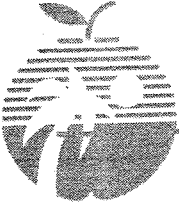
Tele#: 954 584-4111
Fax#: 954 584-7940

Simplex Grinnell
Al Diaz
10550 Commerce Parkway
Miramar, Florida 33025

Tele#: 954 431-3700
Fax#: 954 435-6650

Universal Electric of Florida
Phillip L. Kroyman Jr.
5311 NW 22nd Avenue
Tamarac, Florida 33309

Tele#: 954 484-5233
Fax#: 954 484-5487



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

DONNIE CARTER

Director of Supply Management and Logistics

SCHOOL BOARD

Chair
Vice Chair

CAROLE L. ANDREWS
STEPHANIE ARMA KRAFT, ESQ
JUDIE S. BUDNICK
DARLA L. CARTER
BEVERLY A. GALLAGHER
DR. ROBERT D. PARKS
MARTY RUBINSTEIN
LOIS WEXLER
BENJAMIN J. WILLIAMS

September 8, 2004

DR. FRANK TILL
Superintendent of Schools

ADDENDUM NO. 1

Bid No. 25-090T
Fire Alarm Services

CALLED FOR 2:00 P.M., SEPTEMBER 25, 2004

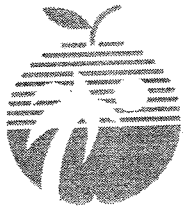
TO ALL BIDDERS:

This amends the above referenced bid in the following particulars only:

1. The bid opening date has been postponed until further notice. Due to Hurricane Frances and the emergency repairs on-going by district Maintenance Staff, an addendum with changes, responses to questions and a new bid opening date and will be announced via DemandStar as soon as possible.

Sincerely,

Kay Lloyd, C.P.M.
Purchasing Agent



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

DONNIE CARTER
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DR. ROBERT D. PARKS
MARTY RUBINSTEIN
LOIS WEXLER
BENJAMIN J. WILLIAMS

September 23, 2004

DR. FRANK TILL
Superintendent of Schools

ADDENDUM NO. 2

Bid No. 25-090T
Fire Alarm Services

CALLED FOR 2:00 P.M., (ADDENDUM 1 POSTPONED THE BID OPENING DATE)

TO ALL BIDDERS:

This amends the above referenced RFP in the following particulars only:

1. Answers to questions received.
2. **Delete** Cover Page and Pages 4, 7, 9, 10, 11, 12, 13, 14, 15, 17, 19, and 21 of 24 Pages
Insert Cover Page and Pages 4, 7, 9, 10, 11, 12, 13, 14, 15, 17, 19, and 21 of 24 Pages -
REVISED -
Insert New Pages 12A, 13A, 14A, 14B of 24 Pages
3. **NEW BID OPENING DATE WILL BE OCTOBER 1, 2004 AT 2:00 P.M.**

By virtue of signing the "Invitation to Bid", Page 1 of Bid 25-090T, bidder certifies acceptance of this Addendum.

Sincerely,

Kay Lloyd, C.P.M.
Purchasing Agent

Attachments

➤ **QUESTION #1:**

Page 12, 10,000 labor hours. How is this to be broken down? 10,000 hours per A and B or 5,000 hours (each) for A and B?

ANSWER TO QUESTION #1:

The bid summary sheet has been revised to show each item by manufacturer. Award will be made per item. The approximate number of hours is indicated for each item.

➤ **QUESTION #2:**

How many vendors will be considered for award? Total low bid or by facility?

ANSWER TO QUESTION #2:

Award will be made per item by manufacturer.

➤ **QUESTION #3:**

Will there potentially be more than one (lowest) bidder awarded the contract?

ANSWER TO QUESTION #3:

Awards will be made to a primary, 1st and 2nd alternate as appropriate.

➤ **QUESTION #4:**

What criteria will determine awardees other than lowest bidder?

ANSWER TO QUESTION #4:

Award will be made per item by manufacturer based on lowest price.

ITB 25-090T FIRE ALARM SERVICES

IMPORTANT NOTICE TO ALL BIDDERS

Notice is hereby given that The School Board of Broward County, Florida (SBBC), pursuant to School Board Policy 7011, will be receiving applications for all contractors interested in bidding on this contract. Please be advised that on July 14, July 21 and July 28, 2004, by Public Announcement, SBBC will be announcing that in order for bids for this project to be accepted by SBBC, the bidder must have submitted a Pre-Qualification Application by the deadline of 2:00 p.m., on August 18, 2004, or have been notified that the Contractor Prequalification Review Committee has recommended or SBBC has approved the firm as pre-qualified. Bids submitted from firms not in compliance with these requirements will not be considered.

All interested parties shall obtain Pre-Qualification Application material through one of the following three locations:

1. <http://www.broward.k12.fl.us/constructioncontracts/CPQRC/00462%20Pre-Qual%20Application%2002-11-03.pdf>

or
 - <http://www.browardschools.com> then click on departments on left side of web site.
 - Find Facilities and Construction Management and click on it
 - Under "Important Links" in the right column, click on "construction contracts" and look for
 - "Print the Pre-Qualification Application" link and click - Adobe will open and then you can print
2. SBBC Facilities and Construction Management Division
1700 SW 14 Court
Fort Lauderdale, Florida 33312
(954) 765-6390

The materials are available immediately and shall be delivered by the applicant according to the instructions including in the Pre-Qualification Application materials on or before the following date at the location indicated below:

2:00 p.m. on August 18, 2004

SBBC Facilities and Construction Management Division
1700 SW 14 Court
Fort Lauderdale, Florida 33312

To obtain a copy of the full text of School Board Policy 7011, please go to the following hypertext:

<http://www.broward.k12.fl.us/sbbcpolicies>

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department on **OCTOBER 7, 2004 at 3:00 p.m.**, and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Supply Management and Logistics Department gives notice of an intended decision about this bid. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing

37. (Continued): process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

38. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT on or before 2:00 p.m. on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management and Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the bidder to be certain that all addendum released have been received, that all addendum requirements have been completed, and that all submittals required by the addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:**
- a) SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
 - b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **FIRE ALARM SERVICES** as specified herein. Prices quoted shall include inside delivery and services at various schools, departments and centers within Broward County, Florida. The awardee(s) will receive individual purchase orders specifying the school's name and ship to address. SBBC locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, parts and services will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by SBBC as a result.
2. **TERM:** The award of this bid shall establish a contract for the period **beginning December 1, 2004 and continuing through February 28, 2007**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Items will be ordered on an as needed basis.
3. **PRE-QUALIFICATION APPLICATION:** Notice is hereby given that SBBC, pursuant to School Board Policy 7011, will be receiving applications for all contractors interested in bidding on this contract. Please be advised that on July 14, July 21 and July 28, 2004, by Public Announcement, SBBC will be announcing that in order for bids for this project to be accepted by SBBC, the bidder must have submitted a Pre-Qualification Application by the deadline of 2:00 p.m. on August 18, 2004, or have been notified that the Contractor Prequalification Review committee has recommended or SBBC has approved the firm as pre-qualified. **Bids submitted from firms not in compliance with these requirements will not be considered.**
4. **AWARD:** In order to meet the needs of the school system and SBBC, each LINE ITEM shall be awarded up to one primary and up to **two alternate** responsive and responsible bidders meeting specifications, terms and conditions. The lowest awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the second and third lowest bidders if: a) the lowest bidder cannot comply with delivery requirements or specifications; b) the lowest bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of SBBC to do so regardless of reason.

After award of this bid, any bidder receiving an award who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this School Board for two years, as described in General Conditions 3, 23 and 24.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 4, SPECIAL CONDITIONS (Continued)

11. **ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any District site. In the event that a site listed herein is deleted, the quoted cost for the services being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar services.
12. **MANUFACTURER'S CERTIFICATION:** It is preferred that bidder(s) are an authorized dealer to sell, warranty and service that manufacturer(s)' product. If so, the manufacturer(s) must execute the applicable part of the certification document and bidder must also execute applicable part. The certification must be returned with the bid or upon request.
13. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided on the Bid Summary Sheet the name, address and telephone number of the representative who could make scheduled visits to SBBC locations and who will be available upon request to resolve any issues.
14. **INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **District Maintenance, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.**
 - A. Material release number OR the control number
 - B. Purchase order number
 - C. Complete description of the items
 - D. Itemized list prices
 - E. Total dollar amount will be net
15. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee(s) shall at all times guard against damage and/or loss to the property of the School Board, and shall replace and/or repair any loss or damages unless caused by the School Board. The School Board may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the awardee(s). The awardee(s) shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
16. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

VENDOR NAME: _____
KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 4, SPECIAL CONDITIONS (Continued)

17. **WARRANTY:** The awardee shall fully guarantee the cost of parts and labor (except for abusive or operator incurred damage which could have been avoided by referring to instructional manual) for a period of **one year for all items** after date of delivery and installation to provide SBBC with an “on-site” warranty. In the event a dispute on requested repairs between school/department/center and the bidder, the decision of the Owner (SBBC) shall be final and binding on both parties.
- Awardee may or may not include manufacturer’s warranty; however, it will be the responsibility of the awardee(s) to warrant all new purchases for **one year “on-site”** after date of delivery and installation at no additional charge to SBBC. **Failure to furnish full one-year warranty as specified shall result in disqualification of bid submitted.**
18. **REFERENCES AND STANDARDS:** All fire alarm services shall be governed by the following references and standards:
- a) Florida Fire Prevention Code, 2001, or as amended from time to time
 - b) National Electrical Code (NEC)
 - c) Local Protective Signaling Systems
 - d) Life Safety Code, National Fire Protection Association, NFPA-101
 - e) State Fire Marshal Rule 69A – 48, Florida Administrative Code (FAC)
 - f) The Americans with Disabilities Act (ADA)
19. **LICENSING/CERTIFICATION:** Awardee(s)' fire alarm staff must meet the following professional standards criteria. Copies of licenses and certificates of competency, indicated below, must be submitted with the bid or upon request.
- a) A current Florida county-issued Certificate of Competency as a Electrical Master/Journeyman or an Electrical Specialty Master/Journeyman in the Fire alarm Category.
- OR**
- b) State of Florida EF or EC license as a Fire Alarm Contractor.
- AND**
- c) Certificate from the National Institute for Certification in Engineering Technologies (NICET) Alarm Level II or higher in fire alarm
 - d) Fire Alarm Systems Agent badge.
 - e) Florida County Occupational License
- Any change in the awardee(s)' occupational license, qualifier or qualified personnel status shall be reported in writing to SBBC's authorized representative within five working days of its occurrence.
20. **EQUIPMENT:** Fire alarm equipment at SBBC locations is primarily Simplex, Notifier and FCI. Firelight equipment is used in the portable units.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 4. SPECIAL CONDITIONS (Continued)

20. **TECHNICIAN/INSTALLER REQUIREMENTS:** In addition to having the necessary licenses and certifications, all technicians and installers who work on SBBC equipment shall be full time employees, working a minimum of 35 hours per week for the awardee(s).
21. **PARTS AND SERVICE:** Replacement parts will be only **OEM** or other approved parts when servicing equipment. Any bidder submitting a bid including other than **OEM** parts, must show that its source of supply is from a company normally involved in the distribution of components for fire alarm systems. Bidder must submit **with the bid or upon request**, a single catalog referencing the bid item(s) in question and showing that the proposed alternate source of supply includes at least 50% of the parts normally associated with the fire alarm system described by that bid item.
22. **PRICE LIST:** Awardee(s) shall furnish their **current parts price list for models and brands of equipment being bid with the bid or upon request**. All repairs and/or service is prohibited by the School Board until price lists are received and approved by District Maintenance. **One copy of the price list must be forwarded to District Maintenance, Supervisor, Evening Fire Alarm Services, 3810 NW 10th Avenue, Fort Lauderdale, Florida 33309, PRIOR** to the issuing of any purchase order.
23. **CANCELLATION:** Any contract awarded as a result of this bid will be subject to cancellation at any time by SBBC for **one or more** of the following reasons:
- a) Failure to respond or schedule services requested within agreed-upon time frames.
 - b) Use of service personnel that are **not** qualified to perform services specified by this contract.
 - c) Unsatisfactory workmanship, unprofessional behavior or appearance.
 - d) Failure to maintain and/or furnish required records on equipment repaired and/or serviced.
 - e) Excessive labor and/or parts cost in conjunction with installation of replacement parts on specific serial-numbered equipment being serviced.
 - f) Failure to schedule emergency calls for repair within agreed-upon time frames.
 - g) Unsatisfactory evaluation by designated School Board representative monitoring technicians' performance when equipment is being serviced.
24. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the **OUTSIDE** of each parts shipment. Packing slip **must reference SBBC purchase order number/control number**. Failure to provide packing slip attached to the outside of shipment will result in **refusal of shipment at vendor's expense**.
25. **QUOTES:** Prior to work being performed, it will be necessary for the bidder(s) to provide SBBC with a quote for each job/location.
26. **PRICE ADJUSTMENTS:** Unit prices offered shall remain firm through **February 28, 2007**. A request for unit price adjustments with proper documentation, justifying the adjustment, shall be submitted, in writing, to the Supply Management and Logistics Department one month prior to the anniversary date of the contract. Any unit price adjustments, for the following year, shall have written approval from SBBC prior to invoicing. Any unit price adjustments invoiced without prior written approval from SBBC shall not be paid and the invoice returned to the awardee for correction. Unit price adjustments shall take effect only when awarded vendor has received written approval from SBBC or on the anniversary date of the contract, whichever is later. Any unit price adjustments, if allowed by SBBC, shall be negotiated in good faith with the awarded vendor(s). SBBC reserves the right to reject any unit price adjustments and to cancel the renewal of any contract with an increase in prices.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5. BID SUMMARY SHEET

		<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 1:</u>	<u>(TO BE AWARDED BY LINE ITEM)</u>		
	(93660) Labor charge per hour to provide service, support functions, modifications or repair to new and existing fire alarm systems. Hourly charge shall include travel time and expenses. There are approximately 220 fire alarm systems at various locations throughout SBBC.		
	<u>SPECIAL NOTE:</u> Nearly all work will be performed between the hours of 3:00 p.m. and 12:30 a.m. Hourly rates submitted need to reflect this.		
5,000 hours	A. Fire alarm installer rate (SIMPLEX EQUIPMENT)	\$ _____ /hr	\$ _____
1,000 hours	B. Fire alarm technician rate (SIMPLEX EQUIPMENT)	\$ _____ /hr	\$ _____
5,000 hours	C. Fire alarm installer rate (NOTIFIER EQUIPMENT)	\$ _____ /hr	\$ _____
1,000 hours	D. Fire alarm technician rate (NOTIFIER EQUIPMENT)	\$ _____ /hr	\$ _____
5,000 hours	E. Fire alarm installer rate (FCI EQUIPMENT)	\$ _____ /hr	\$ _____
1,000 hours	F. Fire alarm technician rate (FCI EQUIPMENT)	\$ _____ /hr	\$ _____

VENDOR NAME: _____
KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5, BID SUMMARY SHEET (Continued)

ITEM 1 (Continued):

ADDITIONAL INFORMATION REQUESTED

½ hour fire alarm installer rate	\$ _____	/hr	\$ _____
¼ hour fire alarm installer rate	\$ _____	/hr	\$ _____
Fire alarm installer rate _____ <small>(indicate manufacturer)</small>	\$ _____	/hr	\$ _____
Fire alarm technician rate _____ <small>(indicate manufacturer)</small>	\$ _____	/hr	\$ _____

Parts cost:

Discount from list: _____ %

Delivery: _____

Specify manufacturer(s) of parts:

Bidder shall submit a list and supporting documentation of the manufactured equipment for which the vendor is a factory authorized distributor, with the bid or upon request.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5. BID SUMMARY SHEET (Continued)

		<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 2:</u>	<u>(TO BE AWARDED BY LINE ITEM)</u>		
	(93660) Labor charge per hour to provide service, support functions, modifications or repair to new and existing fire alarm systems. Hourly charge shall include travel time and expenses. There are approximately 220 fire alarm systems at various locations throughout SBBC.		
	<u>SPECIAL NOTE:</u> A minimal amount of work will be performed between the hours of 7:00 a.m. and 3:00 p.m.		
1,500 hours	A. Fire alarm installer rate (SIMPLEX EQUIPMENT)	\$ _____ /hr	\$ _____
250 hours	B. Fire alarm technician rate (SIMPLEX EQUIPMENT)	\$ _____ /hr	\$ _____
1,500 hours	C. Fire alarm installer rate (NOTIFIER EQUIPMENT)	\$ _____ /hr	\$ _____
250 hours	D. Fire alarm technician rate (NOTIFIER EQUIPMENT)	\$ _____ /hr	\$ _____
1,500 hours	E. Fire alarm installer rate (FCI EQUIPMENT)	\$ _____ /hr	\$ _____
250 hours	F. Fire alarm technician rate (FCI EQUIPMENT)	\$ _____ /hr	\$ _____

VENDOR NAME: _____
KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5, BID SUMMARY SHEET (Continued)

	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 2 (Continued):</u>		
<u>ADDITIONAL INFORMATION REQUESTED</u>		
1/2 hour fire alarm installer rate	\$ _____ /hr	\$ _____
1/4 hour fire alarm installer rate	\$ _____ /hr	\$ _____
Fire alarm installer rate _____ (indicate manufacturer)	\$ _____ /hr	\$ _____
Fire alarm technician rate _____ (indicate manufacturer)	\$ _____ /hr	\$ _____

Parts cost:

Discount from list: _____ %

Delivery: _____

Specify manufacturer(s) of parts:

Bidder shall submit a list and supporting documentation of the manufactured equipment for which the vendor is a factory authorized distributor, with the bid or upon request.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5, BID SUMMARY SHEET (Continued)

There are approximately 240 fire alarm systems at various locations through SBBC.

<u>ITEM 3:</u>		<u>(TO BE AWARDED BY LINE ITEM)</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>QUANTITIES</u>				
A..	55	Provide annual testing, inspection and certification of SIMPLEX alarm systems for elementary schools (average number of initiating devices is 150, to include the required 25% of all heat detectors). Pricing not to exceed \$1,800 per location.	\$_____ /ea	\$_____
B.	55	Provide annual testing, inspection and certification of NOTIFIER alarm systems for elementary schools (average number of initiating devices is 150, to include the required 25% of all heat detectors). Pricing not to exceed \$1,800 per location.	\$_____ /ea	\$_____
C.	30	Provide annual testing, inspection and certification of FCI alarm systems for elementary schools (average number of initiating devices is 150, to include the required 25% of all heat detectors). Pricing not to exceed \$1,800 per location.	\$_____ /ea	\$_____
D.	16	Provide annual testing, inspection and certification of SIMPLEX alarm systems for middle schools (average number of initiating devices is 250, to include the required 25% of all heat detectors). Pricing not to exceed \$2,500 per location.	\$_____ /ea	\$_____
E.	16	Provide annual testing, inspection and certification of NOTIFIER alarm systems for middle schools (average number of initiating devices is 250, to include the required 25% of all heat detectors). Pricing not to exceed \$2,500 per location.	\$_____ /ea	\$_____
F.	7	Provide annual testing, inspection and certification of FCI alarm systems for middle schools (average number of initiating devices is 250, to include the required 25% of all heat detectors). Pricing not to exceed \$2,500 per location.	\$_____ /ea	\$_____

VENDOR NAME: _____
KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5, BID SUMMARY SHEET (Continued)

ITEM 3 (Continued):

**UNIT
PRICE**

**TOTAL
COST**

QUANTITIES

- | | | | | | |
|----|----|---|----------|-----|----------|
| G. | 13 | Provide annual testing, inspection and certification of SIMPLEX alarm systems for high schools (average number of initiating devices is 350, to include the required 25% of all heat detectors).
Pricing not to exceed \$4,000 per location. | \$ _____ | /ea | \$ _____ |
| H. | 13 | Provide annual testing, inspection and certification of NOTIFIER alarm systems for high schools (average number of initiating devices is 350, to include the required 25% of all heat detectors).
Pricing not to exceed \$4,000 per location. | \$ _____ | /ea | \$ _____ |
| I. | 6 | Provide annual testing, inspection and certification of FCI alarm systems for high schools (average number of initiating devices is 350, to include the required 25% of all heat detectors).
Pricing not to exceed \$4,000 per location. | \$ _____ | /ea | \$ _____ |
| J. | 13 | Provide annual testing, inspection and certification of SIMPLEX alarm systems for adult/vocation, centers and administrative sites (average number of initiating devices is 350, to include the required 25% of all heat detectors).
Pricing not to exceed \$4,000 per location. | \$ _____ | /ea | \$ _____ |
| K. | 13 | Provide annual testing, inspection and certification of NOTIFIER alarm systems for adult/vocation, centers and administrative sites (average number of initiating devices is 350, to include the required 25% of all heat detectors).
Pricing not to exceed \$4,000 per location. | \$ _____ | /ea | \$ _____ |
| L. | 6 | Provide annual testing, inspection and certification of FCI alarm systems for adult/vocation, centers and administrative sites (average number of initiating devices is 350, to include the required 25% of all heat detectors).
Pricing not to exceed \$4,000 per location. | \$ _____ | /ea | \$ _____ |

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5. BID SUMMARY SHEET (Continued)

	<u>ADDITIONAL INFORMATION REQUESTED</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
A.	Provide annual testing, inspection and certification of _____ alarm (Indicate manufacturer) systems for elementary schools (average number of initiating devices is 150, to include the required 25% of all heat detectors).	\$ _____ /ea	\$ _____
B.	Provide annual testing, inspection and certification of _____ alarm (Indicate manufacturer) systems for middle schools (average number of initiating devices is 250, to include the required 25% of all heat detectors).	\$ _____ /ea	\$ _____
C.	Provide annual testing, inspection and certification of _____ alarm (Indicate manufacturer) systems for high schools (average number of initiating devices is 350, to include the required 25% of all heat detectors).	\$ _____ /ea	\$ _____
D.	Provide annual testing, inspection and certification of _____ alarm (Indicate manufacturer) systems for adult/vocation and centers (average number of initiating devices is 350, to include the required 25% of all heat detectors).	\$ _____ /ea	\$ _____
E.	Provide annual testing, inspection and certification of _____ alarm (Indicate manufacturer) systems for portable/modular units (average number of initiating devices is _____, to include the required 25% of all heat detectors).	\$ _____ /ea	\$ _____

VENDOR NAME: _____
KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5. BID SUMMARY SHEET (Continued)

COMPANY REPRESENTATIVE

(See Special Condition 13)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

After normal business hours contact

NOTE TO BIDDER:

Review General Condition 48 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

NO ☐ YES ☐

Bidder is not a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 6, BID SPECIFICATIONS (Continued)

PART I, GENERAL SPECIFICATIONS (Continued):

5. **SITE VISITS:** Prospective vendors may make site inspections of listed facilities to familiarize themselves with the unique environment where the work is to take place. An appointment can be made to look at some of the sites, per discussion at the Bidders' Conference.
6. **TRAINING:**
 - A. Awardee shall provide a minimum of one (1) on-site end-user training session per facility for designated personnel once per year for the term of this contract. Training shall be scheduled by the SBBC authorized representative.
 - B. The training class shall be conducted for SBBC personnel as determined by the SBBC authorized representative.
 - C. Training shall cover system user operation.
 - D. The training session shall be conducted for a minimum period of one (1) hour and shall not exceed two (2) hours.
 - E. A copy of the list of attendees shall be placed in the system record logbook and the original list shall be forwarded to the SBBC authorized representative.
 - F. Copies of users' manuals, service bulletins, software and service manuals shall be provided by the awardee(s).

PART 2 – PRODUCTS:

1. **PARTS:** All parts and materials provided under this agreement shall be new, purchased from the OEM, free from defects, suitable for the intended use and warranted for a minimum of one year. Use of non-OEM parts must be approved by SBBC authorized representative in writing prior to installation.

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 by the SBBC authorized representative. All materials and parts shall be UL listed.
2. **MANUALS:** Service personnel must have in their possession the manufacturer's user, installation, programming and operation manuals for the fire alarm system being serviced. Upon request, two copies shall be provided at no cost to SBBC.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 6. BID SPECIFICATIONS (Continued)

PART 3 – OPERATIONAL PROCEDURES (Continued):

10. Awardee(s) must be factory authorized distributors of the manufactured equipment being proposed for contract services. Awardee(s) must also be able to supply technical support for those products as well as updated parts books and updated price lists as they become available. SBBC reserves the right to request the awardee(s) to perform services on equipment other than that for which the awardee is factory authorized, if necessary.
11. Awardee(s) shall install all fire alarm equipment per SBBC Facilities and Construction Management Department Guide Specification, Section 13851 latest adopted version. Awardee(s) shall adhere to all requirements and specifications in this section.
12. During system upgrades and construction projects the awardee(s) shall provide a working map of the facility. This map shall be posted at the enunciator in the front office. The drawing shall be updated as new devices are brought back on line.
13. The awardee(s) shall be responsible to contact the local authorities responsible for underground locations on all utilities before they begin to dig at any SBBC facility. The awardee(s) shall be responsible to make repairs to any damage that may occur during underground excavation projects.
14. During retrofits and replacements to existing fire alarm systems, the awardee(s) shall provide temporary fire alarm initiation and notification to any area or portion of the school or center that is to be disconnected before any of these areas or sections of the facility are taken off line. The extent of the temporary fire alarm initiation and notification coverage shall be determined and approved by SBBC Maintenance Fire Alarm Dept. Under no circumstances shall a portion of the fire alarm system be disabled without prior authorization and approval of the SBBC Maintenance Fire Alarm Department during these renovation or replacement projects.
15. During renovation, upgrades and new fire alarm installations, the awardee(s) shall be responsible for notifying the SBBC Maintenance Fire Alarm Department prior to the final acceptance tests being performed on the newly installed fire alarm systems and arranging for a representative of the SBBC Maintenance Fire Alarm Department to be present during this final acceptance testing. A representative of the SBBC Maintenance Fire Alarm Department must be present during this final acceptance testing.

PART 4. INSPECTION REQUIREMENTS:

1. SBBC shall provide personnel to supervise inspections. Awardee(s) shall provide a minimum of **two** factory trained technician to perform testing. Code required alarm logs will be provided by awardee(s). Awardee(s) shall "spot" devices on floor plans provided by SBBC. SBBC shall determine color-coding of devices and advise awardee. Awardee(s) shall number and clearly mark all peripheral devices. During testing awardee shall record all device numbers with specific location information using F.I.S.H. numbers whenever possible. Awardee(s) shall complete an N.F.P.A. inspection and testing form for each location and forward these to the Maintenance Department upon completion. Awardee(s)' staff is required to have adequate computer skills to use a laptop computer to interface with SBBC's systems in order to access information and print reports and other documents as necessary.

VENDOR NAME: _____

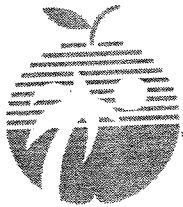
KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 7. ATTACHMENT 1
FIRE ALARM SYSTEM PROJECT FLOW FOR UPGRADES AND REPAIRS

1. SBBC will identify the project.
2. SBBC and awardee will meet at facility and review project for design and proposal.
3. All drawings, drafting and engineering activities will be coordinated with the SBBC Facilities and Construction Department.
4. SBBC will then distribute the approved plans to one or to multiple awardees for price quotations.
5. SBBC will review the quotations. The project will then be assigned to the firm with the lowest quote meeting all additional requirements and specifications as stated within this bid.
6. Upon approval SBBC will issue a "Notice to Proceed" which will include the control number, work order number, start and completion dates and scope of work.
7. Awardee(s) will then contact the SBBC UBCI Department for timely rough and final inspections. Upon completion of the project, the awardee(s) will call for a final inspection and forward the passed final inspection paperwork to the District Maintenance Department. (Final draw for the project will be withheld until this paperwork is received by the Fire Alarm Supervisor at the Maintenance Department).
8. Upon passing the final inspection, the awardee(s) will provide N.F.P.A. certification documentation and all close out documentation to the SBBC Maintenance Department.
9. The awardee(s) shall at this time provide end user training to the Head Custodian, Head Facilities Serviceperson, and any other interested personnel at the facility. (Also, see Bid Specifications, Item 6.)
10. The awardee(s) shall provide as-built drawings and panel software to the Maintenance Department upon completion.

VENDOR NAME: _____
KL/lc



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

DONNIE CARTER

Director of Supply Management and Logistics

SCHOOL BOARD

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Vice Chair*

CAROLE L. ANDREWS
STEPHANIE ARMA KRAFT, ESQ
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DARLA L. CARTER
BEVERLY A. GALLAGHER
DR. ROBERT D. PARKS
MARTY RUBINSTEIN
LOIS WEXLER
BENJAMIN J. WILLIAMS

September 29, 2004

DR. FRANK TILL
Superintendent of Schools

ADDENDUM NO. 3

Bid No. 25-090T
Fire Alarm Services

CALLED FOR 2:00 P.M. OCTOBER 1, 2004, ADDENDUM 2

TO ALL BIDDERS:

This amends the above referenced RFP in the following particulars only:

1. **NEW BID OPENING DATE WILL BE OCTOBER 6, 2004 AT 2:00 P.M.**
2. **Delete Page 4 and 14, of 24 Pages - REVISED -
Delete New Page 14A
Insert Pages 4 and 14 of 24 Pages - REVISION 2 -
Insert Page 14A of 24 Pages - REVISED -**

By virtue of signing the "Invitation to Bid", Page 1 of Bid 25-090T, bidder certifies acceptance of this Addendum.

Sincerely,

Kay Lloyd, C.P.M.
Purchasing Agent

Attachments

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department on OCTOBER 14, 2004 at 3:00 p.m., and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Supply Management and Logistics Department gives notice of an intended decision about this bid. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing

37. (Continued): process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

38. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT on or before 2:00 p.m. on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management and Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the bidder to be certain that all addendum released have been received, that all addendum requirements have been completed, and that all submittals required by the addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:**
- a) SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
 - b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5, BID SUMMARY SHEET (Continued)

There are approximately 240 fire alarm systems at various locations through SBBC.

<u>ITEM 3:</u>	<u>(TO BE AWARDED BY LINE ITEM)</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>QUANTITIES</u>			
A..	55	Provide annual testing, inspection and certification of SIMPLEX alarm systems for elementary schools (average number of initiating devices is 150, to include the required 25% of all heat detectors). Pricing not to exceed \$1,800 per location.	\$_____ /ea \$_____
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D.	16	Provide annual testing, inspection and certification of SIMPLEX alarm systems for middle schools (average number of initiating devices is 250, to include the required 25% of all heat detectors). Pricing not to exceed \$3,500 per location.	\$_____ /ea \$_____
E.	16	Provide annual testing, inspection and certification of NOTIFIER alarm systems for middle schools (average number of initiating devices is 250, to include the required 25% of all heat detectors). Pricing not to exceed \$3,500 per location.	\$_____ /ea \$_____
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VENDOR NAME: _____
KL/lc

The School Board of Broward County, Florida
FIRE ALARM SERVICES

SECTION 5. BID SUMMARY SHEET (Continued)

<u>ITEM 3 (Continued):</u>		<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>QUANTITIES</u>			
G.	13	Provide annual testing, inspection and certification of SIMPLEX alarm systems for high schools (average number of initiating devices is 350, to include the required 25% of all heat detectors). Pricing not to exceed \$4,500 per location.	\$_____ /ea \$_____
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VENDOR NAME: _____
KL/lc

ITB 25-090T FIRE ALARM INSPECTIONS

IMPORTANT NOTICE TO ALL BIDDERS

Notice is hereby given that The School Board of Broward County, Florida (SBBC), pursuant to School Board Policy 7011, will be receiving applications for all contractors interested in bidding on this contract. Please be advised that on July 14, July 21 and July 28, 2004, by Public Announcement, SBBC will be announcing that in order for bids for this project to be accepted by SBBC, the bidder must have submitted a Pre-Qualification Application by the deadline of 2:00 p.m., on August 18, 2004, or have been notified that the Contractor Prequalification Review Committee has recommended or SBBC has approved the firm as pre-qualified. Bids submitted from firms not in compliance with these requirements will not be considered.

All interested parties shall obtain Pre-Qualification Application material through one of the following three locations:

1. www.demandstar.com
2. www.broward.k12.fl.us/facilities.construction/indexd.htm
3. SBBC Facilities and Construction Management Division
1700 SW 14 Court
Fort Lauderdale, Florida 33312
(954) 765-6390

The materials are available immediately and shall be delivered by the applicant according to the instructions including in the Pre-Qualification Application materials on or before the following date at the location indicated below:

2:00 p.m. on August 18, 2004
SBBC Facilities and Construction Management Division
1700 SW 14 Court
Fort Lauderdale, Florida 33312

To obtain a copy of the full text of School Board Policy 7011, please see the following hypertext:

<http://www.broward.k12.fl.us/sbbcpolicies>



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

DONNIE CARTER
Director of Supply, Management and Logistics

SCHOOL BOARD

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Vice Chair STEPHANIE ARMA KRAFT, ESQ
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DR. ROBERT D. PARKS
MARTY RUBINSTEIN
LOIS WEXLER
BENJAMIN J. WILLIAMS

DATE: July 24, 2004
TO: Prospective Bidders
FROM: Kay Lloyd, Purchasing Agent
754-321-0504
SUBJECT: **Instructions to Bidders**
Invitation to Bid 25-090T, Fire Alarm Services

DR. FRANK TILL
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Fire Alarm Services. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above or via facsimile at 754-321-0533. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an addendum issued to the ITB, is not binding on SBBC.

Please read carefully all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

- **NON-MANDATORY BIDDERS' CONFERENCE**

A Bidders' Conference will be held on August 17, 2004, beginning at 10:00 a.m., in the Technology and Support Services Center, Supply Management and Logistics Department, Bid Rooms 1 & 2, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SECTION 2, SUBMITTAL REQUIREMENTS**

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in the Supply Management and Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.

- **STATEMENT OF "NO" BID**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No" Bid and return via facsimile to 754-321-0533. Your responses to the Statement of "No" Bid are very important to the Supply Management and Logistics Department when creating future ITBs.

Thank you for your interest in Broward County Public Schools. Again, if you have any questions, please contact me at the telephone number stated above.

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The School Board of, Broward County, Florida
PURCHASING DEPARTMENT
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE (Bids due at 2:00 p.m.):

ITB NO.:

25-090T

RELEASE DATE :

PURCHASING AGENT:

Kay Lloyd

754-321-0504

Bids must be submitted to the Purchasing Department and received **on or before 2:00 p.m.** on the date due. Bids may not be withdrawn for 60 days after due date.

BID TITLE:

FIRE ALARM INSPECTIONS

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.

Bidder Name:	Purchase Order Address: If Purchase Orders are to be mailed to address other than as stated on left, please complete section below.
Address:	P.O. Address:
City:	
State:	City:
Zip Code:	
Telephone Number:	State:
	Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
Internet Web Site:	Toll Free Number:
Contact Internet E-Mail Address:	Fax Number:
Federal Tax Identification Number:	Internet E-Mail Address:

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addendum. I certify that I am authorized to sign this bid for the bidder.

I agree that this bid cannot be withdrawn within 60 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Bid Bond
Special Condition ____ | <input type="checkbox"/> Descriptive Literature
Special Condition ____ | <input checked="" type="checkbox"/> Licenses
Special Condition 15 | <input type="checkbox"/> Material Safety Data Sheets
Special Condition ____ |
| <input type="checkbox"/> Manufacturers Authorization
Special Condition ____ | <input type="checkbox"/> References
Special Condition ____ | <input type="checkbox"/> Bidder Questionnaire
Special Condition ____ | <input checked="" type="checkbox"/> Company Representative
Special Condition 10 |

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **SBBC reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Purchasing Department **on or before 2:00 p.m. on date due** for bid to be considered. Bids will be opened at 2:00 p.m. on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).** If a bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.
3. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or purchase order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
 - b) All departments being advised not to do business with vendor.
4. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
5. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding legal holidays and days during which the school district administration is closed.
6. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Purchasing no later than five working days prior to the original bid opening date. If necessary, an Addendum will be issued.
7. **AWARDS:** In the best interest of the School Board, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
9. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
10. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at awardee's expense.
11. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
12. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all bidders must disclose with their bid** the name of any officer, director, or agent who has a material interest in the bidder's firm and who is also an employee of The School Board of Broward County, Florida.
13. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 21: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. **The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.**

14. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
15. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

An awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the awardee of its responsibilities under a contract awarded under this bid.
16. **PATENTS & ROYALTIES:** The awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
17. **OSHA:** The awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
18. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
19. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
20. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awardee shall be liable for any damages or loss to the Board occasioned by negligence of the awardee (or agent) or any person the awardee has designated in the completion of the contract as a result of their bid.
22. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unawardees. After acceptance of bid, the Board will notify the awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the awardee.
23. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
24. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation. The School Board of Broward County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Blvd, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
27. **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a bidder is a responsible bidder.
29. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed stamped envelope with bid. Bid tabulation will be mailed after completion of the rules shown in School Board Policy 3320.
30. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desired that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
31. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Purchasing Department.
32. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
33. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
34. **SUBMITTAL OF INVOICES:** All bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any purchase order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the purchase order.** A single invoice line must not correspond to or commingle the cost shown on multiple purchase order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
35. **PURCHASE AGREEMENT:** This bid and the corresponding purchase orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Purchasing Department on at 3:00 p.m., and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Purchasing Department and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this bid. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing

37. (Continued): process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

38. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the PURCHASING DEPARTMENT on or before 2:00 p.m. on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Purchasing Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the bidder to be certain that all addendum released have been received, that all addendum requirements have been completed, and that all submittals required by the addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:**
- a) SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
 - b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

43. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

44. **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-6187 or TDD 754-321-6188.

45. **"FUNDING OUT" TERMINATION/CANCELLATION:** Section 1011.14, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this bid. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this bid upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

46. **LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- a) For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board members on matters within their official jurisdiction.
- b) For purposes of this Policy, a lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of the School Board.
- e) Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

47. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise vendor;
- The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- The Florida Certified Minority/Women Business Enterprise vendor;
- The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- The Florida vendor, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Purchasing Department; the tie low bid vendors invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A bidder can not sign this form in lieu of properly signing the Invitation to Bid form.

48. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. AN M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's M/WBE Office at 754-321-2290.

It is a goal of the School Board to incorporate at least five percent M/WBE participation in any award made as a result of this bid. If the bidder is not a Certified M/WBE, bidder should include, as an attachment to its bid, a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

49. **SBBC ITEM IDENTIFICATION SYSTEM:** The five digit, nine digit, or 13 character/digit item number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's identification number for the item. It does not represent any manufacturer/distributor model/part number.

THIS SPACE INTENTIONALLY LEFT BLANK

50. **SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees; sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC.

Each individual for whom a SBBC photo identification badge is requested will be required to fill out forms, show his/her driver's license and social security card, and be fingerprinted. A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. The current total fee for a SBBC photo identification badge, including fingerprinting and FBI background check is currently \$75.00. Fingerprinting and FBI check is \$60.00 and must be in the form of a money order made payable to Fingerprinting Services, LLC or credit card payment may be made via the internet at <http://www.flprints.com> or by calling 877-357-7456. The photo identification badge is \$15.00 payable to The School Board of Broward County in the form of a money order or company check. These fees are not refundable and subject to change without notice. Vendor will be required to pay the rate current at the time of request of badge.

51. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:**

The District or its representative reserves the right to inspect and/or audit all the awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the awardee(s).

52. **Original Document Format:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to in writing by SBBC.

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **FIRE ALARM INSPECTIONS** as specified herein. Prices quoted shall include services at various schools, departments and centers within Broward County, Florida. The awardee(s) will receive individual purchase orders specifying the school's name address. SBBC locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, inspections will be requested on an as needed basis through the use of an order form. Services received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by SBBC as a result.
2. **TERM:** The award of this bid shall establish a contract for the period **beginning December 1, 2004 and continuing through March 31, 2007**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Items will be ordered on an as needed basis.
3. **PRE-QUALIFICATION APPLICATION:** Notice is hereby given that SBBC, pursuant to School Board Policy 7011, will be receiving applications for all contractors interested in bidding on this contract. Please be advised that on July 14, July 21 and July 28, 2004, by Public Announcement, SBBC will be announcing that in order for bids for this project to be accepted by SBBC, the bidder must have submitted a Pre-Qualification Application by the deadline of 2:00 p.m. on August 18, 2004, or have been notified that the Contractor Prequalification Review Committee has recommended or SBBC has approved the firm a pre-qualified. **Bids submitted from firms not in compliance with these requirements will not be considered.**
4. **AWARD:** In order to meet the needs of the school system and SBBC, each item shall be awarded by GROUP to one primary and up to three alternate responsive and responsible bidders meeting specifications, terms and conditions. The lowest awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second and third lowest bidders if:
a) the lowest bidder cannot comply with delivery requirements or specifications; b) the lowest bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of SBBC to do so regardless of reason.

After award of this bid, any bidder receiving an award who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this School Board for two years, as described in General Conditions 3, 23 and 24.

VENDOR NAME: _____

KL/lr

The School Board of Broward County, Florida
FIRE ALARM INSPECTIONS

SECTION 4, SPECIAL CONDITIONS (Continued)

5. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Kay Lloyd, Purchasing Agent, Purchasing Department, 754-321-0504 or email at kay.lloyd@browardschools.com** who is authorized only to direct the attention of prospective bidders to various portions of the Bid so they may read and interpret such for themselves. Neither **Ms. Lloyd** nor any employee of SBBC is authorized to interpret any portion of the Bid or give information as to the requirements of the Bid in addition to that contained in the written Bid Document. **Questions should be submitted in accordance with General Condition 6.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum. Any verbal or written information, which is obtained other than, by information in this ITB document or by Addenda, shall not be binding on SBBC.
6. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately two years, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Purchasing Department, will, if considering to extend, request a letter of intent to extend from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The awardee(s) agrees to this condition by signing its bid.
7. **FUNDING OUT STATEMENT:** SBBC shall have the option to terminate this contract due to lack of funds or disestablishment upon giving 30 days written notice to the awardee (see attached Funding Out paragraph under Section 7, Attachment 3).
8. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be used throughout the contract period for each item and are not a guarantee. Actual quantities used throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Services will be requested as needed throughout the contract period.
9. **ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any District site. In the event that a site listed herein is deleted, the quoted cost for the service being deleted shall be removed from any monthly invoice amount. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar locations.
10. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided on the Bid Summary Sheet the name, address and telephone number of the representative who could make scheduled visits to the District Maintenance Department and who will be available upon request to resolve any outstanding issues.

VENDOR NAME: _____

KL/lr

The School Board of Broward County, Florida
FIRE ALARM INSPECTIONS

SECTION 4, SPECIAL CONDITIONS (Continued)

11. **INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **District Maintenance, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.**
- A. Material release number OR the control number
 - B. Purchase order number
 - C. Location(s) where inspections were performed
 - D. Itemized list prices
 - E. Total dollar amount will be net
12. **PRICE ADJUSTMENTS:** Unit prices offered shall remain firm through March 31, 2007. A request for unit price adjustments with proper documentation, justifying the adjustment, shall be submitted, in writing, to the Purchasing Department one month prior to the anniversary date of the contract. Any unit price adjustments, for the following year, shall have written approval from SBBC prior to invoicing. Any unit price adjustments invoiced without prior written approval from SBBC shall not be paid and the invoice returned to the awardee for correction. Unit price adjustments shall take effect only when awarded vendor has received written approval from SBBC or on the anniversary date of the contract, whichever is later. Any unit price adjustments, if allowed by SBBC, shall be negotiated in good faith with the awarded vendor(s). SBBC reserves the right to reject any unit price adjustments and to cancel the renewal of any contract with an increase in prices.
13. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the School Board, and shall replace and/or repair any loss or damages unless caused by the School Board. The School Board may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
14. **REFERENCES AND STANDARDS:** All fire alarm testing shall be governed by the following references and standards:
- a) State Requirements for Educational Facilities (SREF) 1999, or as amended from time to time and the following standards as adopted by SREF
 - b) National Electrical Code (NEC), NFPA-72
 - c) Local Protective Signaling Systems, NFPA-72
 - d) Life Safety Code, National Fire Protection Association, NFPA-101
 - e) State Fire Marshal Rule 4A-48, Florida Administrative Code (FAC)
 - f) The Americans with Disabilities Act (ADA)
15. **LICENSING/CERTIFICATION:** Awardee(s) fire alarm technicians must meet the following professional standards criteria. Copies of licenses and certificates of competency must be submitted with the bid or upon request.
- a) A current Florida county-issued Certificate of Competency as an Electrical Master/Journeyman or an Electrical Specialty Master/Journeyman in the Fire Alarm Category
 - b) Certificate from the National Institute for Certification in Engineering Technologies (NICET) Alarm Level II or higher in fire alarm.
 - c) State of Florida EF License as a Fire Alarm Contractor
 - d) Florida County Occupational License

VENDOR NAME: _____

KL/r

The School Board of Broward County, Florida
FIRE ALARM INSPECTIONS

SECTION 5, BID SUMMARY SHEET

There are approximately _____ fire alarm systems at various locations through SBBC.

		<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>GROUP 1:</u>	<u>(TO BE AWARDED AS A GROUP)</u>		
	<u>QUANTITY</u>		
<u>ITEM A:</u>	_____ Provide annual testing, inspection and certification on fire alarm systems for elementary schools. (average of 60,000 sq. ft. per school)	\$_____ /ea	\$_____
<u>ITEM B:</u>	_____ Provide annual testing, inspection and certification on fire alarm systems for middle schools. (average of 150 sq. ft. per school)	\$_____ /ea	\$_____
<u>ITEM C:</u>	_____ Provide annual testing, inspection and certification on fire alarm systems for high schools. (average of 200,000 sq. ft. per school)	\$_____ /ea	\$_____
<u>ITEM D:</u>	_____ Provide annual testing, inspection and certification on fire alarm systems for administrative facilities	\$_____ /ea	\$_____
<u>ITEM E:</u>	1 Provide annual testing, inspection and certification on fire alarm systems for Kathleen C. Wright Administration Center (approximately 170,000 sq. ft. total including 14 floors)	\$_____ /ea	\$_____
<u>ITEM F:</u>	1 Provide annual testing, inspection and certification for Technology and Support Services Center (approximately 35,000 sq. ft. total including 14 3 floors)	\$_____ /ea	\$_____

TOTAL BID GROUP 1 (ITEMS A – F inclusive) \$_____

VENDOR NAME: _____
KL/lr

The School Board of Broward County, Florida
FIRE ALARM INSPECTIONS

SECTION 5, BID SUMMARY SHEET (Continued)

COMPANY REPRESENTATIVE:

(See Special Condition 10)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

NOTE TO BIDDER: Review General Condition 48 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

NO ☐ YES ☐ Bidder is not a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

VENDOR NAME: _____

KL/lr

The School Board of Broward County, Florida
FIRE ALARM INSPECTIONS

SECTION 6. BID SPECIFICATIONS

1. **OFFICE LOCATION:** Awardee(s) shall maintain offices, facilities and personnel within the State of Florida. Awardee(s) shall be accessible by a local or toll free telephone call during regular business hours. Local answering service for emergencies shall be available 24 hours a day, seven days per week.
2. **SUBCONTRACTORS:** The awardee(s) shall not be allowed to subcontract.
3. **SYSTEM CONDITION:**
 - a) Upon the conclusion of any inspection services, the awardee(s) shall ensure that the fire alarm systems are left in an operable condition.
 - b) The awardee shall insure that the fire alarm system is properly tagged after the conclusion of each inspection in accordance with SFM 4A-48, latest version.
4. **FACILITY USE, CLEAN-UP AND PROTECTION:**
 - a) The awardee(s) shall not utilize cafeteria, SBBC equipment, materials and tools without prior permission from the site administrator.
 - b) The awardee(s) shall remove all tools, equipment and material from premises immediately upon completion of work.
 - c) The awardee(s) shall leave the work area ready for use and occupancy without the need of further cleaning of any kind.
 - d) The awardee(s) shall provide and maintain temporary protection of the existing equipment and/or structure and protect occupants of building.
 - e) The awardee(s) shall not obstruct passageways or other means of egress.
5. **LABELING:** The awardee(s) shall be responsible for providing updated inspection stickers on all fire alarm panels that they service or inspect. There shall only be one sticker on the fire alarm panel, and when updated, the old sticker shall be removed. The awardee shall also be responsible for filling out the Maintenance Fire Alarm Log Book with detailed information as to what was inspected or tested every time the system is inspected or tested. This is imperative to maintain a consistency and continuity between the Maintenance Department and the awardee(s) to eliminate confusion and wasted time when trouble shooting fire alarm systems throughout SBBC.
6. **EMERGENCY BACK-UP SYSTEMS:** If the awardee(s) have to take the fire alarm system off line for any reason, the awardee(s) shall be responsible to provide an emergency backup UPS (uninterrupted power source) for the intercom system. The UPS shall remain at the facility until the fire alarm system is back on line. The intercom must be working correctly throughout the facility if it is to be used as an emergency communication backup. Under no circumstance shall the fire alarm system remain off-line for more than 30 days.

VENDOR NAME: _____

KL/lr

The School Board of Broward County, Florida
FIRE ALARM INSPECTIONS

SECTION 6, BID SPECIFICATIONS (Continued)

7. INSPECTION REQUIREMENTS:

- a). SBBC shall provide personnel to supervise inspections. Awardee(s) shall provide a minimum of one factory trained technician to perform testing. Code required alarm logs will be provided by awardee(s). Awardee(s) shall "spot" devices on floor plans provided by SBBC. SBBC shall determine color-coding of devices and advise awardee. Awardee(s) shall number and clearly mark all peripheral devices. During testing awardee shall record all device numbers with specific location information using F.I.S.H. numbers whenever possible. Awardee(s) shall complete an N.F.P.A. inspection and testing form for each location and forward these to the Maintenance Department upon completion.
- b). All tests shall be conducted in accordance with N.F.P.A. 72 (latest adopted version) and shall include all required tests at the required intervals. Awardee(s) shall, upon arrival, perform visual inspection of control panel(s), noting any alarm or trouble conditions and perform 100% functional test on all peripheral devices. Smoke detectors shall be tested in place to ensure smoke entry into the sensing chamber and an alarm condition. Testing with smoke or listed aerosol acceptable to the manufacturer are the only acceptable methods. Testing smoke will be provided by the awardee(s). After smoke testing is completed, the awardee shall use canned air to clean the detector-sensing chamber. Magnet or other testing methods will not be accepted by SBBC. Awardee(s) shall heat test all restorable style heat detectors. Non-restorable types shall not be heat tested. Non-restorable heat detectors shall be tested mechanically and electrically for verification of circuit wiring integrity. Restorable type heat detectors shall be tested with a heat source per manufacturer's recommendation for response within one minute. Water flow and tamper switches shall be tested to ensure integrity of wiring as well as proper alarm reporting. Remote enunciators shall be tested for proper operation (display information and remote control functions). Batteries used for back up shall be load tested with the results recorded in the inspection report. Method of load test shall be included in inspection report. Whenever possible, awardee(s) shall document the manufacturer's date code as well as the amp hour rating of the batteries. Awardee(s) shall test for ground fault detection and the results will be included in the inspection report. Awardee(s) shall perform load test on all signal and visual circuits. The amperage draw for each circuit shall be documented in the inspection report. All initiating and indicating circuits shall be tested for supervision, ground fault and short circuit conditions. Awardee(s) shall test and record all control functions (i.e., AHU shutdown, door holders, gas shutdown, elevator recall, etc.) in the inspection report. Completed inspection reports shall be typed or computer generated. These reports along with a list of any deficiencies that were found during the test shall be sent to the SBBC Maintenance Department immediately, not to exceed 24 hours. This report is to supplement, not replace, the N.F.P.A. Inspection/Testing Report. A preliminary report will be left at the control panel upon completion of testing.
- c). The testing and certification of a fire alarm system at an SBBC facility shall include all temporary and permanent structures including all portable classroom buildings. The testing shall take place during the evening hours as much as possible as arranged with SBBC Maintenance Fire Alarm Department.

VENDOR NAME: _____

KL/lr

SECTION 7, ATTACHMENT 1
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

FORM: #4530
3/93

VENDOR NAME: _____

KL/lr

The School Board of Broward County, Florida
FIRE ALARM INSPECTIONS

SECTION 7, ATTACHMENT 2

INSURANCE REQUIREMENTS

Proof of the following insurance will be furnished by the awardee to the Board by Certificate of Insurance. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy including Products Liability. Include the Bid Number on the Certificate.**

- A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- B. Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- C. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this bid, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide SBBC Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with General Condition 6.

See also General Conditions 13 and 21.

VENDOR NAME: _____

KL/lr

The School Board of Broward County, Florida
FIRE ALARM INSPECTIONS

SECTION 7, ATTACHMENT 3

"FUNDING OUT" - TERMINATION - CANCELLATION

Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all Bids/RFPs in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Bid/RFP, and must be agreed to by all bidders:

- The School Board may, during the contract period, terminate or discontinue the items or services covered in this Bid/RFP only at the end of the School Board's then current fiscal year upon 30 days prior written notice to the awardee(s).

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this Bid/RFP from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of all further obligations in any way related to such items or services covered herein".

This completed statement must be included as part of any lease agreement submitted by the awardee. No lease will be considered that does not include this provision for "funding out".

VENDOR NAME: _____
KL/lr

SECTION 8, STATEMENT OF "NO" BID

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The School Board of Broward County, Florida
Purchasing Department
Suite 323
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids and RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Bid:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____