

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 www.osceola.k12.fl.us

June 28, 2006 CALL FOR BID BID #SDOC-06-104 CJ

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00PM on August 1, 2006**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Bids shall be submitted in an envelope, clearly marked with the Bid name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the vendor list for this commodity. If you have any questions regarding this Bid, please contact the Purchasing Department at (407) 870-4630.

A Pre-Bid Conference will be held at **9:00AM, on July 19, 2006**, in the Purchasing Department's Conference Room, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744. The bid document will be reviewed and questions from the vendors will be addressed.

All purchases resulting from this invitation to bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation and/or tab sheet visit the Districts website www.osceola.k12.fl.us/depts/purchasing.

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), "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 works, 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 Florida Statute 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list."

APPLICABLE LAW

The laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Osceola County, Florida.

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616

INVITATION TO BID

BID #SDOC-06-104 CJ

PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS BID WILL BE CONSIDERED A BINDING CONTRACT IF AWARDED TO YOUR COMPANY.

NAME OF BID: WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: (Area Code) _____ FAX: (Area Code) _____

SIGNATURE: _____ DATE: _____

TYPED SIGNATURE: _____ TITLE: _____

REQUIRED BID SUBMITTAL CHECKLIST:

Please be sure you have completed and enclosed this page along with the required documents checked below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete in the awarding process.

- ✓ Drug Free Workplace Certification
- ✓ Insurance Documentation as specified in Bid
- ✓ List of Subcontractors
- ✓ Questionnaire
- ✓ Additional Submittals specific to this bid may also be required. See Bid for details.

DUE TO THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU “DO NOT” SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.

**FC-220-120
(Rev. 6/99)**

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish 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. Inform employees about the dangers of drug abuse in the work-place, the business's policy of maintaining a drug-free work-place, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give 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) notify 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 (5) days after such conviction.
5. 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ne(pr237p)

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

1. SCOPE

- 1.01 THIS SPECIFICATION establishes the minimum requirements for **WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.
- 1.02 This Bid is to establish a contract for a base period of three (3) years from the date of award of the bid. During which time, the successful contractor shall guarantee firm prices for the item(s) awarded to him/her as specified in this Bid. The contract will be subject to annual renewal for the duration of the base bid term, at the same terms and conditions, if mutually agreeable by both parties. Also, both parties may extend this contract at the conclusion of the base period for two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable. However, the contract may be terminated upon thirty (30) days written notice by the School District or ninety (90) days written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding at the District level.

2. STANDARD TERMS AND CONDITIONS

2.01 **RETURNING OF BID PACKAGE**

THE COMPLETE BID PACKAGE, AS RECEIVED, MUST BE RETURNED "INTACT" IN A SEALED ENVELOPE, PLAINLY MARKED ON THE OUTSIDE WITH THE BID NUMBER AND THE BIDDER'S COMPANY NAME AND ADDRESS. NON-COMPLIANCE WITH THIS STIPULATION MAY RESULT IN YOUR BID NOT BEING CONSIDERED.

BID PROPOSALS SUBMITTED ON VENDOR'S QUOTATION FORMS WILL NOT BE ACCEPTED.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. The purchasing department is not responsible for timely delivery of the U.S. or private courier mail. The bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the Purchasing Department by the specified due date and time. LATE BIDS WILL BE REJECTED! Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified.

2.03 **BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.

2.04 **MODIFICATION OF BID**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

2.05 **INQUIRIES**

Please direct all inquiries concerning this bid, in writing, to: Cheryl Jessee, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, fax # (407) 870-4616.

2.06 **TAXES**

The School District of Osceola County is exempt from Federal Tax and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

2.07 **AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

2.08 **ACCEPTANCE / REJECTION**

The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.

2.09 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that he will deliver all bonds and proof of insurance coverage as required by the Specifications. The order of contractual precedence will be the bid document, response and purchase order. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida.

2.10 **CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date.

2.11 **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.

2.12 **POSTING OF BID TABULATIONS**

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

2.13 **LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

2.14 **CHECK UNIT PRICES**

PLEASE BE SURE TO CHECK ALL UNIT PRICES AND EXTENSIONS. IN THE EVENT AN ERROR IS MADE IN SUBMITTING YOUR BID PRICES, THE UNIT PRICE BID WILL BE USED IN DETERMINING THE CORRECT BID PRICE.

2.15 **NON-COLLUSION**

Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

2.16 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

2.17 **EEO STATEMENT**

The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.18 **BANKRUPTCY / INSOLVENCY**

At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.19 **FACILITIES**

The School District of Osceola County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.

2.20 **OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

2.21 **DEFINITIONS**

The term Board shall mean: The School Board, The School System, The School District of Osceola County, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.

2.22 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.

B. **INTERPRETATION OF BIDDING DOCUMENTS**

No interpretation of the meaning of the Bid Document, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.

C. It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

2.23 **LITIGATION HISTORY**

Bidder shall identify all litigation to which bidder, a predecessor vendor, or a related vendor or entity has been a party, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contract value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

3. SPECIAL TERMS AND CONDITIONS

3.01 **LENGTH OF CONTRACT**

Prices shall remain firm for a period of three (3) years from date of award. This stipulation shall be subject to a thirty (30) calendar day written notice of cancellation by the successful bidder. The School District of Osceola County and Awarded Contractor must provide a ninety (90) day written notice to cancel as specified.

3.02 **METHOD OF AWARD**

BID PRICE will be accepted and considered by the following method: The total bid price for all items for these specifications in an "ALL OR NONE" Bid. The Board reserves the right to reject any and all bids or to accept any bid or part thereof, that in its judgment, will be in the best interest of the School Board. The Board also reserves the right to waive all informalities.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

3.03 **LOWEST AND BEST BID**

SCHOOL BOARD intends to accept the "lowest" and "best" bid submitted to it. The term "lowest" aforesaid shall be interpreted to mean the lowest Total Net Bid Price for all required tasks. In determining which is the "lowest" and "best" bid received by it, SCHOOL BOARD shall also consider and weigh (a) the experience, qualifications and reputation of each BIDDER, and (b) the quality of products and services proposed by each BIDDER.

SCHOOL BOARD reserves the right (a) to reject any and all bids received by it, and rebid at its discretion, (b) to waive minor informalities in any bid, (c) accept any bid or part thereof, that in its judgment, will be for the best interest of the School District of Osceola County, Florida.

3.04 **ASSIGNMENT**

Any Purchase Order issued pursuant to this bid invitation and the moneys, which may become due hereunder are not assignable except with the prior written approval of The School District of Osceola County, Florida.

3.05 **PURCHASING AGENT AS REFEREE**

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

3.06 **ON-SITE INSPECTIONS**

An inspector may be designated by the School District of Osceola County. During the course of the contract, the inspector will be responsible for assuring the proper execution of this bid by the success Contractor.

Service/inspections must proceed in such a manner as to minimize disturbance to the programs at the school sites and district employees. Inspections must be coordinated with the School contact person.

3.07 **EQUIPMENT REQUIREMENTS**

This contract, of which these specifications for an inseparable part, may be annulled by the School District of Osceola County for the following reasons: (a) Failure of the Contractor to supply equipment and personnel acceptable to the School District's duly appointed representative; (b) Failure on the part of the Contractor to observe the requirements of these specifications; (c) Failure on the part of the Contractor to promptly remove defective equipment or incompetent personnel as may be directed by the School District's representative.

3.08 **NEW LOCATIONS**

Locations may be added to the attached Facility/School list at any time within the contract period. The successful bidder (i.e. licensee) must have the required licenses for existing and new locations. If communicated verbally, written verification of additions will follow within ten (10) working days.

3.09 **VENDOR EMPLOYEE REQUIRMENTS**

1. All employees assigned by the contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Contractor's employees.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

2. The personnel employed by the Contractor shall be capable employees, age 18 years or above qualified in this type of work. The Contractor shall staff the buildings with trained and experienced personnel who will exhibit the capability to operate with a minimum of supervision. It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
3. The Contractor's employees shall be required to dress neatly, commensurate with the tasks being performed.
4. All our schools are smoke free. Smoking on school grounds is prohibited.
5. It is the Contractor's responsibility to see that every employee on the Contractor's work force is provided and wears an Identification Badge or company shirt /uniform in order to maintain security at the school facility. It shall be the Contractor's responsibility to inform the School District Representative(s) of all new employees promptly at time of employment.
6. The Contractor shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available. Break areas are restricted to designated space within the building, on chairs in the main hallways or outside benches. Contractor personnel can use designated areas for lunch breaks. Office areas in all buildings are off-limits for designated break periods. The School District's Representative(s) will identify the exact locations in each building where breaks can be taken.
7. The contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers of cabinets, or using telephone or office equipment provided for official use.
8. The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, and inspectors, etc.
9. The School District Representative(s) will determine how the Contractor will receive access to the facility.
10. If keys are provided and lost, the Contractor will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
11. When requested, the Contractor shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Contractor to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Contractor shall obtain a waiver from the employee authorizing the release to the School Board of information acquired by the Contractor from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Contractor immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Contractor's employee the Contractor will be obligated to cover the cost of the examination. If the test results indicate that the Contractor's employee was not involved in the incident, then the SCHOOL BOARD will pay the cost of the examination.
12. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:
The successful Contractor(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

school district property, or at any school board activities. Violations may subject the Contractor and/or the Contractor's employee(s) to prosecution, fines, imprisonment and /or cancellation of this or any other contract(s) that this Contractor presently holds. The Contractor(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.

13. Any Contractor's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Contractors (Employers) are required to report such convictions to the school board within ten (10) workdays of receiving this information.
14. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
15. The Contractor shall strictly prohibit interaction between their employees and the student(s).
16. Contractor's Employees may not solicit, distribute or sell products while on School Board Property.
17. Friends, visitors or family members of the Contractor's employees are not permitted in the Work area.

3.10 **SUBCONTRACTING**

If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School District of Osceola County also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to perform on contracts of similar nature, or who is not in a position to perform properly this award. The School District of Osceola County reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

3.11 **RIGHT TO TERMINATE**

In the event any of the provisions of the contract are violated by the successful bidder, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

3.12 **QUANTITY**

The estimated dollar that could be spent during the first twelve (12) months of this contract period is \$50,000.00. Please note that these are estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.13 **QUANTITY CHANGE**

The School District reserves the right to increase or decrease the total.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

3.14 **MISTAKES**

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of additional errors, the totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk.

3.15 **INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid SDOC, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

3.16 **PAYMENT DISCOUNTS**

A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.

3.17 **BIDDER QUALIFICATIONS**

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidder shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract, the Bidder shall submit, with his bid package, the attached Questionnaire (pages 21-23).

3.18 **COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 1012.465, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprinting.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
 - a. One must be a State issued "photo" ID
2. Transaction Control (TC) number from the other County.
 - a. The individual will have to contact the school district where they were finger printed to obtain their TC number.

b.) **FELONY OFFENCES**

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

3.19 **VENDOR SERVICE REPRESENTATIVE**

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

3.20 **PROTECTION OF PROPERTY**

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

3.21 **WARRANTY**

The successful bidder shall fully guarantee all items furnished hereunder against defect in materials and/or workmanship for the manufacturer's normal period from date of acceptance by the School Board. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the warranty period, the successful bidder shall repair or replace same at no cost to the School Board immediately upon written or verbal notice from the School Board.

3.22 **SERVICE DURING WARRANTY PERIOD**

The bidder shall provide ready availability of parts and service to maintain all items. Bidder must provide service with 24 hours, in Osceola County during the warranty period. If the repairs cannot be made at the School or location, where the item is located, the bidder must pickup the item, repair the item, and return the item to the location where it is being used.

3.23 **PROOF OF INSURANCE**

The awarded bidders will furnish proof of the following insurance to the School District of Osceola County by Certificate of Insurance. **THE SCHOOL DISTRICT OF OSCEOLA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE SCHOOL DISTRICT.**

Certificates of insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Osceola County's Risk Management Department, with copies going to the Purchasing Department, who originated the contract, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

3.24 **INSURANCE CANCELLATION**

Should any of the required insurance policies be cancelled before the expiration date or nonrenewed, the issuing company will provide thirty (30) days written notice to the certificate holder The School District of Osceola County.

All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company shall be duly licensed and qualified to do business in the State of Florida

3.25 **INSURANCE**

The Contractor shall provide evidence of liability insurance in the following manner:

1. As evidence of compliance with the insurance required by this agreement, the Contractor shall furnish the District with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage within ten (10) working days of the notification of the award of the contract.
2. The evidence of insurance shall provide that the District be given no less than thirty (30) days written notice prior to cancellation.
3. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the requested insurance for which evidence was provided.

Insurers providing the insurance required by the Contractor by this agreement must meet the following minimum requirements:

1. Be (I) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
2. If, during this period when an insurer is providing the insurance as required by this agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure, the Contractor shall immediately notify the District and promptly replace the insurance provided by the insurer with an insurer meeting the requirements.

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall at the Contractor's sole expense, procure, maintain and keep in force the amount and types of insurance conforming to the minimum requirements set forth in this agreement. Except as otherwise specified in this agreement, the insurance shall commence prior to the commencement of the contract and shall be maintained in force, without interruption, until this agreement is terminated.

3.26 **COMMERCIAL GENERAL LIABILITY INSUREANCE**

Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

1. The Contractor's insurance shall cover the Contractor for those sources of liability (including, but not by way of limitation, Coverage for Operations, Products/Completed Operations, Personal Injury Liability with Employment Exclusion Deleted, Independent Contractors, and Liability Contractually Assumed) which would be covered by the latest occurrence from edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
2. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence / \$3 million annual aggregate.
3. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.
4. The Contractor shall include the District and its members, officers and employees as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the District as Additional Insured using the latest Additional insured-Owner, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The District, its members, officers, employees and agents as additional insured".

3.27 **AUTOMOBILE LIABILITY INSURANCE**

The Automobile Liability Insurance provided by the Contractor shall conform to the following requirements:

1. The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.
2. Coverage shall be included on all owned, non-owned and hired autos used in connection with this agreement.
3. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to annual aggregate, \$3 million annual aggregate.

3.28 **WORKER'S COMPENSATION/EMPLOYER'S LIABILITY**

The Workers' Compensation/Employers' Liability Insurance provided by the contractor shall conform to the following requirements:

1. The Contractor's insurance shall cover the Contractor (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

2. Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy shall be \$1 million per occurrence / \$3 million annual aggregate.

3.29 **PROFESSIONAL LIABILITY INSURANCE**

The Contractor shall provide, subject to reasonable commercial availability, the Professional Liability Insurance conforming to the following requirements:

1. The Professional Liability Insurance (including coverage for the scope of services to be performed under this Agreement). Said policy shall provide coverage for protection from negligent acts, errors and omissions of Contractor from or in connection with the performance of the Contractor's services hereunder.
2. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim.
3. If on a claims-made basis, the Contractor shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this agreement.
4. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim / \$3 million annual aggregate.

3.30 **APPLICABLE TO ALL COVERAGES**

The insurance provided by the Contractor shall apply on a primary basis and any other insurance or self-insurance maintained by the District or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the Contractor. Except as otherwise specified, the insurance maintained by the Contractor shall apply on a first dollar basis without application of deductible or self-insurance retention. Compliance with the insurance requirements of this agreement shall not limit the liability of the Contractor, its subcontractors, its sub-subcontractors, its employees or its agents to the District or others. Any remedy provided to the District or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the agreement or otherwise.

The Contractor shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this agreement does not establish minimum insurance requirement for subcontractors or sub-subcontractors.

Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this agreement.

The Contractor shall be in default of this agreement for failure to maintain such insurance as required by this agreement.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

3.31 **DURATION OF INSURANCE POLICIES**

All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies are non-cancelable without a thirty (30) calendar day prior written notice to the parties insured.

3.32 **INSURANCE POLICY REVIEW**

Insurance policies shall be submitted for review to the School Board's attorney and the School Board's Department of Risk Management. Said policies shall be in form and content satisfactory to the School Board's said representatives. Said policies shall also name the School Board as an additional insured party where specified herein.

3.33 **LIQUIDATED DAMAGES**

In case of failure on the part of the Contractor to complete new work or repair the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by formal action of the Scholl District of Osceola County or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified in the contract or any extensions thereof, the School District of Osceola County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay the District, as liquidated damages, the sum of \$100.00 for each calendar day delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

3.34 **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The vendor shall assume full responsibility for and shall indemnify the School Board for any and all loss or damage of whatsoever kind and nature to all School Board property which in his custody for service under this agreement resulting in part from the negligent act or omission of the vendor, and subcontractor, or employee, agent or representative of the vendor.

3.35 **NON-PERFORMANCE**

Time is of the essence in this contract. The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered as default.

In case of contract default, the School Board may procure the services or products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School Board may suspend the vendor from future bids and business with the School Board for a specified period of time.

3.36 **FAILURE OF PERFORMANCE**

If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, he shall recompense the School District of Osceola County, Florida, for any damages to the said Board caused by his failure to perform as stated.

3.37 **UNSATISFACTORY WORK**

The vendor shall correct unsatisfactory work within 24 HOURS of notification by the District.

3.38 **BIDDERS QUALIFICATIONS**

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidders shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract the Bidder shall complete and submit the attached questionnaire with his bid package.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

(The School Board reserves the right to contact any and all customers past or present to verify previous experience and satisfactory completion of contracts.)

Failure to submit the above requested information may cause for rejection of your bid. If you have previously submitted this information for similar work in response to another invitation to Bid, please indicate so on your proposal.

3.39 **SUSPENSION OF THE WORK**

The School District's duly appointed Representative shall have the authority to suspend the work on account of (a) Default of the Contractor; (b) Unfavorable weather conditions; (c) Mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this Contract and the work being done by City forces adjunctive thereto; (d) or any other condition which in the judgment of the School District's Representative makes it impractical to secure first-class results. The School District of Osceola County shall not be responsible for any additional costs incurred as a result of the suspension of work.

3.40 **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

Bidder certifies that all material, equipment, etc. contained in his bid meets all O.S.H.A. requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

3.41 **LICENSES AND PERMITS**

It shall be the responsibility of the successful bidder to obtain, at no additional cost to the School District of Osceola County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the School District's designated representative.

3.42 **CERTIFICATION**

Vendor must hold a certificate of competency and show proof by submission of a copy of the certificate with bid submitted as State of Florida or Osceola County Certified Contractor.

Certificate must bear the name under which the vendor is bidding.

3.43 **CODES AND REGULATIONS**

The Contractor must strictly comply with current additions of National Fire Protection Association (NFPA), Federal, State and local requirements and safety codes.

3.44 **SAFETY REGULATIONS**

Equipment must meet the DOE State Regulations for Educational Facilities (SREF) and all other applicable State and Federal safety regulations for grounding of electrical equipment.

3.45 **DEBRIS**

Vendor shall be responsible for the prompt removal and proper disposal of all debris, which is a result of this contractual service.

3.46 **PRE-BID CONFERENCE**

A pre-bid conference will be held at 9:00AM, on July 19, 2006, in the Purchasing Department's Conference Room, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida. The bid document will be reviewed and questions from vendors will be addressed.

3.47 **BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5000.00, whichever is less.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." The BIDDER, as the PRINCIPAL, shall execute each such Bond therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and OWNER shall retain such amount and sum.
- G. If the Protesting BIDDER'S protest is unsuccessful, said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

4. TECHNICAL SPECIFICATIONS

4.01 RESPONSIBILITIES OF AWARDED BIDDER

The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to inspect and test all water based fire suppression systems throughout the district. This contract shall include, but may not be limited to: fire sprinkler systems, standpipe systems, private fire hydrants, hose cabinets and fire pumps throughout the District. For bidding purposes SITE VISITS ARE HIGHLY RECOMMENDED. You must check in at the office of each site for permission to survey the campus in relation to this bid.

Contractor shall not sub-contract any work as specified herein without prior written approval from the Purchasing Agent for the School District of Osceola County, Florida.

The contractor shall be responsible for frequent pick up of all refuse on job site in accordance with all local statutes and laws regarding dumping. Under no condition is the vendor to use any bin or trash container on the Owner's site to dispose of any items.

As a part of this agreement the vendor shall provide for the School District of Osceola County, a typed report of the general status of the fire safety equipment in the district, including notification of any repairs necessary to relieve deficiencies sighted during visual inspection. This report must be furnished within 10 working days from the completion of the visual inspection of all facilities in the School District. The District would prefer that these reports be available through a website, if you are able to provide this please indicate so on the questionnaire on page 22.

The bidder must submit with his bid proposal the name, address, and phone number of the person (s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours must be identified.

The successful bidder will safeguard all of his equipment, tools, materials, etc.; at the job site is the contractor's responsibility.

The successful bidder will re-inspect as necessary to maintain certification of all fire suppression systems.

4.02 SERVICE REQUIREMENTS

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.

4.03 REGULATORY REQUIREMENTS

The Contractor shall be licensed in accordance with Florida Statutes 633.061. The work specified herein shall be performed in strict accordance with the following applicable National Fire Protection Association (NFPA) requirements as adopted in the 2004 edition of the Florida Fire Prevention Code; 1) NFPA 25 "Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems", and 3) all other pertinent NFPA Standards, as adopted in the 2004 edition of the Florida Prevention Code, related to items specified in Section 4.01 of this bid. Any NFPA requirements referenced as recommended procedures, for the purpose of the Agreement, shall be mandatory.

4.04 GENERAL REQUIREMENTS

The Contractor shall perform an initial system inspection and evaluation to ensure that the existing system and components are in conformance with the regulatory requirements specified herein.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

4.05 **WORK REQUIREMENTS**

The District anticipates the inspection and testing schedule to be as specified herein; the verification is the responsibility of the Contractor.

The Contractor shall be responsible for all required activities in accordance with NFPA 25.

4.06 **SPECIAL REQUIREMENTS**

A. Inspection and Testing

The required five-year inspection and testing shall be performed in the first year of the contract. (2006).

All annual inspections and testing shall follow regular calendar sequence from initiation of the quarterly testing.

B. Submittal of Inspection and Testing Records

The Contractor shall submit a copy of each inspection and testing report to the site administrator at the time of service. The Contractor shall also submit a copy of each inspection and test report to the Risk Management representative or his designee within ten (10) working days from completion of such activity. The District would prefer that these reports be available through a website, if you are able to provide this indicate on the questionnaire on page 22.

C. Inspection of Work or Scheduling

The initiation of all work including scheduling will be the responsibility of the contractor to coordinate with the specific school site where work is to take place.

4.07 **SUPPLEMENTAL CONDITIONS**

A. The Contractor shall not make any alterations to any equipment including control circuits without prior written approval by the District's designated representative.

B. At ninety (90) day intervals, the contractor shall meet with the District's designated representative to review performance and schedule testing repairs anticipated during the next ninety (90) day period. The contractor shall submit a written performance report at 180-day intervals.

C. A certificate of compliance must be completed and provided to the District's designated representative each time a fire protection system is tested or inspected. This is in addition to document required elsewhere within the adopted standards.

D. Contractor **MUST** furnish their own lift and other related equipment to test all fire protection devices.

E. For vandalism or Acts of God successful bidders shall indicate labor rate per hour during normal business hours 8:00 a.m. – 5:00 p.m., Monday through Friday, along with their labor rate per hour for work performed on weekends or after hours. A two (2) -person crew shall perform the work on regular or overtime hours. If parts are required for repairs, the successful bidder shall submit along with each bill a copy of the invoice for parts used in servicing the fire sprinkler system, indicating what price was paid for each item.

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

QUESTIONNAIRE

The following questionnaire shall be answered by the Vendor for use in the evaluating of the Bid to determine the "best". The School Board shall weight (a) experience, qualifications, and reputation of each Vendor and (b) the quality of the products and of the services proposed by each vendor.

1. **FIRM NAME:** _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact Person for Service Inquiries: _____

2. **INSURANCE:**

Insurance Company: _____

Agent Company: _____

Agent Contact: _____ Phone: _____

Worker's Compensation Modifier for the past three (3) years: _____

3. **SAFETY:**

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had fatalities with the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

5. **EXPERIENCE:**

Years in business under present name: _____

Years in this area of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

Average annual value of work completed
(Last three (3) years): _____

Trades usually self-performed: _____

Percentage (%) of work performed by own
forces: _____

Licenses currently valid in force: _____
(Must have a Contractor 1 or 2 license
and a Certificate of Competency issued by
the State Fire Marshall's Office for Sprinkler systems
Attach copy to bid response)

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

Total number of permanent staff employed includes the following:

Professional: _____ Operations Manager: _____ Other: _____
Controller: _____ Sales Manager: _____
Drivers: _____ Dispatcher: _____

TECHNICIAN #1

TECHNICIAN #2

Name

Name

Pre-Engineered System Permit Number

Pre-Engineered System Permit Number

TECHNICIAN #3

TECHNICIAN #4

Name

Name

Pre-Engineered System Permit Number

Pre-Engineered System Permit Number

After the inspections are complete reports must be furnished with in 10 working days from the completion of the inspections. The District would prefer that these reports be available through a website, are you able to provide this service? YES NO

List Three (3) Most Significant Projects Completed in the Last Five (5) Years:

PROJECT #1:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

PROJECT #2:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

PROJECT #3:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

List Three (3) Most Significant Projects, Other Than Those Listed Above, That are Presently Under Contract with any other School Districts:

PROJECT #1:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

PROJECT #2:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

PROJECT #3:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

6. BANK REFERENCES, CREDIT REFERENCES:

Bank Name: _____
Address: _____
Contact Person: _____ Phone: _____
Currently Rated with Dun & Bradstreet? YES NO
If so, what is your D&B rating: _____

Has Firm: Failed to complete a contract? YES NO
Been involved in bankruptcy or reorganization? YES NO
Pending judgment claims or suits against firm? YES NO
(If answer to preceding is YES, submit details on separated sheet.)

7. **Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a con-criminal traffic violation?** YES NO

If YES provide complete details on a separated sheet.

PRICE SHEET

5.0

Testing and inspections required in accordance with NFPA Standards based on a Quarterly Cost per site.

Item #	DISTRICT SITES	EQUIPMENT TO BE INSPECTED	QUARTERLY COST PER SITE	YEARLY COST PER SITE
1	Administration Complex 817 Bill Beck Blvd. Kissimmee, FI 34744	System in Bldg. 1000 & 2000 & Hydrants	\$	\$
2	Adult Learning Center of Osceola 705 Simpson Road Kissimmee, FI 34744	Hydrants "only"	\$	\$
3	Arthur J. Gallaher Neighborhood 3300 School House Road Harmony, FI 34773	Hydrants "only"	\$	\$
4	Bellalago Elementary School 3651 Pleasant Hill Road Kissimmee, FI 34746	Hydrants "only"	\$	\$
5	Bellalago Middle School 3651 Pleasant Hill Road Kissimmee, FI 34746	System in Bldg. 04,05 & 06 & Hydrants	\$	\$
6	Boggy Creek Elementary School 810 Florida Parkway Kissimmee, FI 34743	System in Bldg.01 & Hydrants	\$	\$
7	Celebration School 510 Campus Street Celebration, FI. 34747	System in Entire Campus & Hydrants	\$	\$
8	Celebration High School 1809 Celebration Blvd. Kissimmee, FI 34747	System in Entire Campus & Hydrants	\$	\$
9	Central Avenue Elementary 500 West Columbia Ave. Kissimmee, FI 34741	System in Bldg.01 & Hydrants	\$	\$
10	Chestnut Elementary School 4300 Chestnut Street Kissimmee, FI 34759	System in Bldg.01 & Hydrants	\$	\$
11	Cypress Elementary 2251 Lakeside Dr. Kissimmee, FI 34744	System in Bldg.01 & Hydrants	\$	\$
12	Deerwood Elementary 3701 Marigold Ave. Kissimmee, FI 34758	System in Bldg.01 & Hydrants	\$	\$
13	Denn John Middle School 2001 Denn John Lane Kissimmee, FI 34744	System in Bldg.01 & Hydrants	\$	\$
14	Discovery Intermediate School 5350 San Miguel Road Kissimmee, FI 34758	System in Bldg.02 & Hydrants	\$	\$
15	Gateway High School 801 Panther Paws Trail, Kissimmee, FI 34744	System in Auditorium & Gym & Hydrants	\$	\$

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

Item #	DISTRICT SITES	EQUIPMENT TO BE INSPECTED	QUARTERLY COST PER SITE	YEARLY COST PER SITE
16	Harmony High School 3601 Arthur J. Gallagher Blvd, St. Cloud, FI 34771	System in Entire Campus & Hydrants	\$	\$
17	Hickory Tree Elementary School 2355 Old Hickory Tree Road St. Cloud, FI 34772	Hydrants "only"	\$	\$
18	Highland Elementary School 800 W. Donnegan Avenue Kissimmee, FI 34741	Hydrants "only"	\$	\$
19	Horizon Middle School 2020 Ham Brown Road, Kissimmee, FI 34746	System in Bldg.02 & Hydrants	\$	\$
20	Kissimmee Elementary School 3700 W. Donnegan Avenue Kissimmee, FI 34741	Hydrants "only"	\$	\$
21	Kissimmee Middle School 2410 Dyer Blvd. Kissimmee, FI 34741	System in Bldg.02 & Hydrants	\$	\$
22	Lakeview Elementary School 2900 Fifth Street St. Cloud, FI 34769	Hydrants "only"	\$	\$
23	Michigan Avenue Elementary 2015 S. Michigan Ave. St. Cloud, FI 34769	System in Bldg.01 & Hydrants	\$	\$
24	Mill Creek Elementary School 1700 Mill Slough Road Kissimmee, FI 34744	Hydrants "only"	\$	\$
25	Narcoossee Community School 2700 N. Narcoossee Rd., St. Cloud, FI 34771	System in Bldg.02 & Hydrants	\$	\$
26	Neptune Middle School 2727 Neptune Road, Kissimmee, FI 34744	System in Stage & Hydrants	\$	\$
27	New Beginning Ed. Complex 2320 New Beginnings Road Kissimmee, FI 34744	Hydrants "only"	\$	\$
28	Osceola High school 420 S. Thacker Avenue Kissimmee, FI 34741	System in Bldg.09 & Hydrants	\$	\$
29	Osc. Fine & Performing Art Center 3141 N. O.B.T. Kissimmee, FI. 34744	Systems in Bldg. 01, 02 & Hydrants	\$	\$
30	Parkway Middle School 857 Florida Parkway Kissimmee, FI 34743	System in Stage & Hydrants	\$	\$
31	Partin Settlement Elementary 2434 Remington Blvd., Kissimmee, FI 34743	System in Bldg.01 & Hydrants	\$	\$
32	PATHS @ TECO 501 Simpson Road Kissimmee, FI 34744	Hydrants "only"	\$	\$

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

Item #	DISTRICT SITES	EQUIPMENT TO BE INSPECTED	QUARTERLY COST PER SITE	YEARLY COST PER SITE
33	Pleasant Hill Elementary 1253 Pleasant Hill Road, Kissimmee, FI 34746	System in Stage & Hydrants	\$	\$
34	Poinciana Elementary School 4201 Rhododendron Road Kissimmee, FI 34758	Hydrants "only"	\$	\$
35	Poinciana High School 2300 S. Poinciana Blvd., Kissimmee, FI 34758	Systems in Paint Spray Booth, Bldg 04 & Hydrants	\$	\$
36	Reedy Creek Elementary 5100 Eagles Trail Kissimmee, FI 34758	System in Bldg.01 & Hydrants	\$	\$
37	Ross Jeffries Elementary 1200 Vermont Ave. St. Cloud, FI 34769	System in Bldg.12 & Hydrants	\$	\$
38	St. Cloud Elementary School 2701 Budinger Road St. Cloud, FI 34769	System in Bldg.01 & Hydrants	\$	\$
39	St. Cloud High School 2000 Bulldog Lane St. Cloud, FI 34769	Hydrants "only"	\$	\$
40	St. Cloud Middle School 1975 S. Michigan Ave. St. Cloud, FI 34769	Systems in Bldg. 01, 05 & Hydrants	\$	\$
41	Sunrise Elementary School 1925 Ham Brown Road, Kissimmee, FI 34746	System in Bldg.01 & Hydrants	\$	\$
42	Thacker Avenue Elem. School 301 Thacker Avenue Kissimmee, FI 34741	Hydrants "only"	\$	\$
43	Technical Ed. Of Osceola 501 Simpson Road Kissimmee, FI 34744	Hydrants "only"	\$	\$
44	Transportation Department 401 Simpson Road Kissimmee, FI 34744	System in Bldg.01 & Hydrants	\$	\$
45	Ventura Elementary School 275 Waters Edge Dr. Kissimmee, FI 34743	Systems in Stage, Bldg.08 & Hydrants	\$	\$
46	Zenith School/Alternative Prog. 2220 E. Irlo Bronson Highway, Kissimmee, FI 34744	System in Bldg.01 & Hydrants	\$	\$
47	TOTAL YEARLY COST			\$ _____

WATER BASED FIRE SUPPRESSION SYSTEM INSPECTIONS
SDOC 06-104 CJ

Additional Pricing for Labor and Materials addressed on page 20, Section 4.07, Paragraph E.

- 48. Hourly Rate for repairs during normal work hours.
Based on 40 hours at \$ _____/hour for a total of \$ _____/YEAR
(The District estimates approximately 40 hours during the course of a year)
- 49. Hourly Rate for evening, weekend or holiday hours.
Based on 40 hour at \$ _____/hour for a total of \$ _____/YEAR
(The District estimates approximately 40 hours during the course of a year)
- 50. Materials if and when requested by the District. Cost shall be Contractor's actual cost plus a percentage markup. Based on Contractors Cost of material valued at \$1,000.00 plus _____% markup for a total cost of \$ _____ for materials.

"ALL OR NONE" Unit Prices must be shown and extended for each individual item and sum of the extended price must equal the total "ALL OR NONE" net bid price.

AWARD BASED ON PARAGRAPH 3.02, 3.03, ITEM #47 AND QUESTIONNAIRE

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Vendor.

NAME (Typed)

TITLE

SIGNATURE

CONTRACTOR NAME

DATE

TELEPHONE NUMBER

FACSIMILE NUMBER