



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
September 9, 2014

PURCHASING CONTACT & TELEPHONE:
Allison Watson (850) 469-6210

RFP TITLE:
Fire Alarm Inspection & Maintenance

RFP NUMBER:
150402

RFP OPENING DATE & TIME:
Monday, September 22, 2014, 1:30 p.m. CST

NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida 32505, by the "RFP Opening Date & Time referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___ OTHER___ (PLEASE SPECIFY_____)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The purpose of this RFP is to establish a five-year agreement for the inspection and service of all fire alarm systems in the School District of Escambia County beginning October 22, 2014. The intent is to ensure that the Life Safety/Fire Detection Systems servicing the facility are properly inspected, tested, and maintained on a regular basis complying with the latest revision of **NFPA 72, NEC 70, NFPA 101, and SREF** codes. The proper and reliable operation of the systems and protection of the facility occupants are the primary concern to the School District of Escambia County. Extension of the useful life of the system and the most cost effective total life cycle cost of the system will also be considered. The School District reserves the right to terminate the agreement at the end of each one (1) year period or to renew the agreement for successive one (1) year periods. Any price adjustments must be justified and submitted in writing with supporting documentation by April 1 of each school year to the Purchasing Department. Price adjustments shall be subject to negotiation and approval. Cumulative price increases over the term of the contract will be cause for the agreement to be reviewed for possible termination, rebidding, and/or renegotiation.

QUESTIONS: Due to time constraints, it is recommended that Bidders send questions by email to awatson@escambia.k12.fl.us. The deadline for questions will be Monday, September 15, 2014, 5:00 p.m. CST. Any addendum and/or answers will be posted by close of business Tuesday, September 16, 2014 on the Purchasing Department web page at <http://ecsd-fl.schoolloop.com/purchasing/bids>.

II. GENERAL TERMS AND CONDITIONS.

NOTE: The term "Bidder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the

Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, 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 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 Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder'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 Bidder 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's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.

- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for ten (10) days after the award of the RFP by the School Board will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. (4) Other factors as specified in Section III- Special Conditions. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District reserves the right to award to multiple Bidders. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. Fire alarm systems require regular maintenance to help ensure proper operation. The District cannot allow unqualified personnel to perform these services which could easily compromise the integrity of the systems being serviced and thereby increase our organizational liability, jeopardizing the life-safety of people for whom we are responsible for.

PROSPECTIVE BIDDERS WHO ARE UNABLE TO MEET THE FOLLOWING MINIMUM RESPONSIBILITY REQUIREMENTS PRIOR TO BIDDING WILL BE CONSIDERED UNQUALIFIED TO PROVIDE THE LIFE/SAFETY SERVICES BEING REQUESTED BY THE ESCAMBIA COUNTY SCHOOL DISTRICT AT THIS TIME:

1. License: Bidder must be licensed and bonded to do business in Escambia County and/or the State of Florida for, at minimum, five (5) consecutive years. Bidders shall provide a copy of their business license and bonding letter stating capabilities with their RFP response.
2. The prospective Bidder should, at minimum, receive 25% of their revenues from the selling, installing, inspecting, testing, services, and maintaining of **FIRE ALARM SYSTEMS**. Bidder shall be qualified and an authorized manufacturer dealer for the fire alarm which is being bid.
3. The Bidder shall employ at least three (3) full-time, permanent employees who will service the District account who have been manufacturer- trained and certified on testing, maintenance, and repair of Life Safety systems. The Bidder shall send training certifications for new employees assigned to the District account to the Maintenance Dept., Attn: Supervisor of Electronics. Bidder must have FFASA certification within ninety (90) days of employment per IAW Florida Statues 489.5185. Proof of certification must be provided with the RFP response.

III. SPECIAL CONDITIONS (Cont.)

4. Proprietary Software: Bidder shall provide changes in software at no cost to the District for portable classrooms. Bidder has sole responsibility for software reprogramming and/or modifications. Per NFPA Code, the Bidder will supply site-specific software and passwords to all fire alarm systems to the Supervisor of Electronics-Maintenance Dept.
5. The Bidder shall maintain adequate replacement parts to maintain systems and shall be able to acquire parts with twenty-four (24) hours.
6. The Bidder shall also maintain a local staffed office within Escambia County, Florida.
7. The Bidder shall have a technician available on a twenty-four (24) hours basis. The Bidder shall provide a two (2) hour response time for emergency service calls.
8. The Bidder is responsible for payment of any fines for false alarms issued by the City of Pensacola or Escambia County fire departments.

B. INSURANCE:

The Bidder agrees to maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the Escambia County School District good and sufficient evidence of general liability, owner's and contractor's legal liability, and auto liability insurance in an amount not less than \$1,000,000.00 with an insurance company rated not lower than "A" by A.M. Best and Company. The School District will be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability and a copy thereof shall be delivered to the School District before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the School District, which notice shall be given by U.S. Certified Mail with return receipt requested to the supplier. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

The Bidder shall also maintain Worker's Compensation insurance in the amount required by Florida State Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.00.

Certificate of Insurance shall be provided with RFP response.

C. INVOICE PAYMENTS:

The Bidder shall not perform any work without the issuance of a purchase order. The Bidder shall not invoice for initial completion of inspection and maintenance on a per site basis. The Bidder shall not invoice for testing and inspection until services have been completed and reports have been submitted to Maintenance Department. Therefore, payments will be made within thirty (30) days after receipt of invoice. Invoicing and payments shall be made on a quarterly basis for maintenance services. Invoices shall be sent to the Maintenance Dept., Attn: Supervisor of Electronics.

D. BACKGROUND SCREENING REQUIREMENTS:

Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory

requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

E. FLORIDA PUBLIC RECORDS LAW:

Respondent shall comply with Florida's Public Records Law. Specifically, Respondent agrees that it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by Vendor under the Agreement.
2. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statute, or as otherwise provided by law.
3. Ensure that public records that are exempt or that are confidential and exempt from public records requirement are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of Vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
5. The failure of the Vendor to comply with the provisions set forth shall constitute a default and breach.

F. EX PARTE COMMUNICATION:

1. Ex parte communication, whether verbal or written, by any potential Bidders or representatives of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.
2. Ex parte communication whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Bidders' offer.
3. **Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the RFP.**
4. **Questions regarding RFP must be directed to the Purchasing Agent listed on page one within the timeframe provided for clarifications and interpretations under letter V, General Terms and Conditions (Section II, page 5).**

- G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS:** This form (located on the last page of the bid document) must be signed and returned with the RFP. **Failure To Return This Form May Result In The RFP Document Not Being Accepted.**

IV. SCOPE OF WORK OR SERVICES

All services described shall be completed in accordance with the Florida State Fire Code which includes the following entitlement: Latest revision of NFPA 72, NEC70, NFPA 101, and SREF.

A. SITE VISITS FOR POST WARRANTY FIRE ALARM SYSTEMS:

All post warranty fire alarm systems will be covered under this agreement. The Bidder shall conduct a pre-inspection and report pre-existing conditions to the Maintenance Dept., Attn: Supervisor of Electronics. The Bidder shall also provide monthly or annual pricing which will be effective for the current contract year.

B. INSPECTION, TEST, AND CERTIFICATION:

1. The Bidder shall perform one 100% inspection, functional/diagnostic test and certification of each Life Safety System per year. This shall include all panel functions, auxiliary/monitoring functions, and all accessible peripheral devices. Successful Bidder shall perform a Sensitivity test on 50% of all smoke and duct smoke detectors to meet requirements in the latest revision of NFPA 72 edition (Covering 100% biennial). Successful Bidder shall perform Quarterly Panel Checks documenting the condition of each panel. Tests will be scheduled in advance, and at the convenience of the School District's personnel. A copy of the 100% inspection form shall be placed in a log book at each school location and provided to the Electronics shop. Bidder shall be responsible for maintaining log book at each location.

Testing will be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and if necessary, replaced.

In addition, since 50% of the smoke detectors are not checked for sensitivity each year, those detectors that are checked must be identified by a tag with year indicated.

2. Bidder must perform a functional test in accordance with the latest revision of NFPA 72, that all accessible peripheral devices will be functionally tested. Smoke detectors will be functionally tested using a smoke generator, punk stick, or other method acceptable to the manufacturer. All accessible smoke and duct detectors must be tested with a U.L. approved sensitivity tester.
3. Bidder is responsible for identifying any and all wiring deficiencies between two points of connection, such as open, shorts, grounds, to the District Maintenance Dept., Attn: Supervisor of Electronics. It shall be the District's responsibility to repair or replace any conduit or wiring needed.
4. Implementation Schedule: Upon Board approval of the RFP award, the successful Bidder can begin inspection and testing services. Bidder shall coordinate with the School Principal and Supervisor of Electronics - Maintenance Dept. (850) 469-5618 for inspection scheduling.
5. All inspections must be completed within twelve (12) months from the prior inspection date.

C. MAINTENANCE SERVICES:

1. Bidder is responsible for component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of any circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/visible units, door holders, etc.) associated with system. Acts of Nature would be the responsibility of the School District.
2. Before the School District is accessed charges for lightning or power surge damage, the Printed Circuit Board or Device must show physical signs of lightning or power surge damage. If no physical damage is apparent, then replacement is governed by the terms of contract. **Prior to commencing repair work, a separate purchase order must be issued. The Bidder shall not begin work without an authorized purchase order.**
3. Any series signal circuits found to be damaged and non-repairable shall be replaced with parallel signal circuits to include new parallel alarm devices. In those cases where series signal circuits are to be replaced by parallel signal circuits, it is the Bidder's responsibility to provide the School District with a riser diagram identifying the new wiring requirements.
4. Bidder shall be responsible for all maintenance, testing, and inspection for their system.
5. Detector Cleaning: To help minimize false alarms, accessible smoke detection devices will be cleaned utilizing manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned prior to sensitivity testing using soft cloth, lint brush, or non-electrostatic vacuum. Devices will be cleaned in accordance with NFPA standards.

6. Bidder is responsible for providing emergency service calls at no additional cost. Service will be provided during the normal working hours of Monday-Friday, 8am – 5pm, excluding holidays.
7. Bidder is responsible for site safety and cleanliness. District will not be responsible for Bidder's equipment at the work site. Bidder shall report to the Main office upon arrival and departure from school location.
8. Maintenance services herein detailed in the RFP shall be performed on an "as needed" basis. All repairs must be started within a 24-hour response after notification by the School District to bring the system into compliance with the latest revision of NFPA 72, NEC 70, NFPA 101, and SREF requirements. Service calls must be coordinated through the Maintenance Department.

D. INSPECTION AND TESTING DOCUMENTATION:

1. The Bidder must produce a printed (not hand written) document of all accessible components and devices. Each component and device shall be logged for:
 - Exact Location Of All Programmed Devices vs. Tested Devices
 - Test results/applicable voltage readings/sensitivity results
 - Any discrepancies noted
 - Any corrections made during inspection should be noted
2. Documentation must be printed on a form adequate for all fire alarm control panel testing and contain a summary of all peripheral devices tested. In addition, a continuation sheet shall be provided listing the individual devices, their location, the individual devices, their location, functional test results, and sensitivity testing results. On-site logs in compliance with latest revision of NFPA 72 guidelines will be required. **Sample of documentation must be included with RFP response.**
3. The Bidder shall be able to provide electronic archiving of fire alarm inspection and testing reports for a for a minimum of five (5) years.
4. The Bidder shall provide a weekly report every Friday that identifies any and all service calls taken for the week. Report must be sorted by school, indicate date call was received, problem description, Escambia County Schools' work order number (if assigned), indicate if the call is complete, and who signed for the service. **Sample of documentation must be included with RFP response.**
5. The Bidder shall be capable of providing a quarterly work order history report that identifies all service calls taken calls taken for the year. Report must be sorted by school, indicate date call was received, problem description, Escambia Co. Schools' work order number (if assigned), indicate if the call is complete and who signed for the service. Report is to be sent to the Supervisor of Electronics - Maintenance Dept., Attn: Supervisor of Electronics upon completion of inspection. **Samples of documentation must be included with RFP response.**
6. The Bidder shall use approved smoke detector sensitivity testing instruments to generate a biennially documented sensitivity testing report to Supervisor of Electronics, Maintenance Dept. If analog smoke detectors are present with an intelligent system, Bidder shall be able to query system and print a smoke detector sensitivity testing report to the Supervisor of Electronics-Maintenance Dept.

E. ADDITIONS TO EXISTING FIRE ALARM SYSTEMS:

1. The awarded Bidder shall be responsible for the new installation and subsequent maintenance, inspection, certification, and software reprogramming of any building/portable classroom addition as required to be compatible with the existing fire alarm system. At a minimum, the Bidder shall make connections to the new or existing main fire alarm panel, reprogram, and recertify the fire alarm system for new installation services.

V. QUESTIONNAIRE AND RESPONSE

A. COMPANY PROFILE: Bidders shall present a company profile to include:

- Overview about the company
- Ownership
- Primary focus of business dealings (Please state what % of sales is from fire alarm systems)
- Years in business (Include location of local business office)
- Number of total employees (List separately actual number of employees and supervisors)
- List at least three business references (other than the Escambia County School District) from current or previous customers receiving similar services. Preference desired for similar size/volume and/or school or government applications. All references listed must include contact person, phone number, estimated dollar volume and dates of business relationship.
- Provide a contact person and phone number for normal working hours. For emergencies, nights and weekends, the Bidder shall designate a contact person or have a voice mail paging system service or an answering service. A call back to the District shall be returned within thirty (30) minutes of the original call.

B. PRICING – TESTING AND INSPECTION/MAINTENANCE: BIDDERS SHOULD ONLY PROVIDE PRICING FOR SYSTEMS THAT THEY ARE QUALIFIED AND AUTHORIZED BY THE MANUFACTURER TO REPAIR EXCEPT FOR LOCATIONS LISTED IN SECTION #2. IF NEEDED FOR BUDGETARY PURPOSES, THE DISTRICT RESERVES THE RIGHT TO AWARD BY ENTIRE LOCATION, INDEPENDENT SERVICES TO BE PERFORMED AT A LOCATION, OR DELETE AS NEEDED.

SECTION #1:

SCHOOL NAME	EQUIPMENT TYPE	MANUFACTURER	TEST & INSP.	MAINTENANCE	TOTAL COST
Allen, Jim Elementary	EST	GE / EDWARDS			
Andrews, Judy Pre-K	SENSISCAN 2000	NOTIFIER			
A.V. Clubbs	200	NOTIFIER			
Bailey, Jim Middle	640	NOTIFIER			
Bellview Elementary	EST -3	GE / EDWARDS			
Bellview Middle	EST -3	GE / EDWARDS			
Beulah Elementary	EST -3	GE / EDWARDS			
Bibbs, Spencer Elementary	640	NOTIFIER			
Blue Angels Elementary	EST-3	GE / EDWARDS			
Bratt Elementary	EST-3	GE / EDWARDS			
Brentwood Elementary	EST-3	GE / EDWARDS			
Brown Barge Middle	320	NOTIFIER			
Bryneville Charter Century Elementary	EST-3	GE / EDWARDS			
	320	NOTIFIER			

SCHOOL NAME	EQUIPMENT TYPE	MANUFACTURER	TEST & INSP.	MAINTENANCE	TOTAL COST
Cordova Park Elementary	640	NOTIFIER			
Ensley Elementary	640	NOTIFIER			
Escambia High	640	NOTIFIER			
Camelot/E-Seal	200	NOTIFIER			
Edgewater Elementary	200	NOTIFIER			
Ferry Pass Elementary	EST-3	GE / EDWARDS			
Ferry Pass Middle	640	NOTIFIER			
Garden St. Adm.	MINI SCAN 424A, 200	NOTIFIER			
Global Learning	EST-3	GE/EDWARDS			
Hall Center	640	NOTIFIER			
Hall Center Annex	640	NOTIFIER			
Holm Elementary	320	NOTIFIER			
Lincoln Park Elementary	640	NOTIFIER			
Lipscomb Elementary	640	NOTIFIER			
Longleaf Elementary	EST-3	GE / EDWARDS			
McArthur Elementary	EST-3	GE / EDWARDS			
McMillan Center	640	NOTIFIER			
Molino Elementary	EST-3	GE / EDWARDS			
Montclair Elementary	EST-3	GE / EDWARDS			
Myrtle Grove Elementary	640	NOTIFIER			
Northview High	640	NOTIFIER			
Oakcrest Elementary	EST-3	GE / EDWARDS			
McDaniel-Pace Adm.Bldg.	2640	NOTIFIER			
Pensacola High	640	NOTIFIER			
Pine Forest High	EST-3	GE / EDWARDS			
Pine Meadow Elementary	320	NOTIFIER			
Pleasant Grove Elementary	EST-3	GE / EDWARDS			
Ransom Middle	640	NOTIFIER			
Semmes Elementary	EST-3	GE / EDWARDS			
Sherwood Elementary	EST-3	GE / EDWARDS			
Stone, George Vocational Center	320	NOTIFIER			
Suter Elementary School	640	NOTIFIER			
Tate High	640	NOTIFIER			
Warrington Elementary	EST-3	GE / EDWARDS			
Warrington Middle	640	NOTIFIER			

SCHOOL NAME	EQUIPMENT TYPE	MANUFACTURER	TEST & INSP.	MAINTENANCE	TOTAL COST
Washington High	640	NOTIFIER			
Weis Elementary	640	NOTIFIER			
West Florida High	640	NOTIFIER			
West Pensacola	640	NOTIFIER			
Woodham Middle	640	NOTIFIER			
Workman Middle	EST-3	GE / EDWARDS			
Yniestra, Allie Elementary	640	NOTIFIER			

TOTAL COST- SECTION#1 \$ _____

SECTION #2

SCHOOL NAME	EQUIPMENT TYPE	MANUFACTURER	TEST & INSP.	MAINTENANCE	TOTAL COST
N. B. Cook Elementary	MXL-IQ	SIEMENS			
Navy Point Elementary	MXL	SIEMENS			
Scenic Heights Elementary	4020/4010	SIMPLEX			
Escambia Westgate	4020	SIMPLEX			

TOTAL COST - SECTION#2: \$ _____

OVERALL TOTAL COST - SECTION#1 & 2: \$ _____

NOTE:

MANUFACTURER'S FULL NAME

1. NOTIFIER FIRE SYSTEMS
2. EDWARDS SYSTEMS TECH.
3. SIMPLEX
4. SIEMENS / PYROTRONICS

B. PRICING – NEW FIRE ALARM SYSTEM INSTALLATION:

The Bidder shall provide the pricing for the following:

State Normal Business Hours: _____ Weekend: _____

1. State the hourly rate for a 1-man crew: \$ _____ After Hours Rate: \$ _____
2. State the hourly rate for a 2-man crew: \$ _____ After Hours Rate: \$ _____
3. State the hourly rate for an emergency 2-man crew: \$ _____ After Hours Rate: \$ _____
4. How are partial hours billed? _____

B. PRICING – NEW FIRE ALARM SYSTEM INSTALLATION:

5. Indicate the method of calculating supply and material pricing:

Cost + _____% OR List Price Less _____% Discount

6. State percentage discounts for jobs in the following price ranges:

- \$10,000 - \$25,000 _____
- \$25,001 - \$50,000 _____
- \$50,001 - \$100,000 _____
- \$100,001 and over _____

7. The Bidder is responsible for providing a complete bill of materials of the major components and services needed for the installation of their fire alarm systems if all items are not included in the list below:

Please provide pricing for the following bill of materials:

Parts:

- a. System Enclosure: \$ _____
- b. Notification Power Extender: \$ _____
- c. Addressable Interface Zone Modules: \$ _____
- d. Addressable Control Relay: \$ _____
- e. Isolation Module: \$ _____
- f. Conventional Smoke Detectors: \$ _____
- g. Lot Suppressors (Each Circuit at Each Portable and Main Building Entrance): \$ _____
- h. Horn Strobe Units w/Surface Boxes: \$ _____

Services:

- a. Installation of all listed equipment: \$ _____
- b. Installation of all required system wiring: \$ _____
- c. Submittals/Drawings: \$ _____
- d. System Test of New Equipment: \$ _____
- e. Programming of Existing Fire Alarm Control Panel: \$ _____
- f. Generation of NFPA Documents: _____
- g. Wire: \$ _____
- h. Permits: \$ _____

8. Optional Services: Subject To Budget Availability

Monitoring of School Fire Alarm Systems Per Location

Monthly: _____

Annual: _____

VI. EVALUATION CRITERIA AND AWARD

The RFP shall be evaluated based on the responses to the Questionnaire, Section V. Each response shall be reviewed by an evaluation committee and awarded points. The best response will receive the highest number of points for that response with all other responses receiving an amount less than the maximum. The RFP may be awarded to multiple Bidders based upon the highest points received for each fire alarm system.

1. **Company Profile, Experience, and References. (10 points)**
2. **Price. (60 points)**
3. **Training Certification of Staff Personnel (30 points)**

DOCUMENTS NEEDED FOR RFP AWARD CONSIDERATION:

1. The original RFP Document (pages 1-18) with Completed Questionnaire and Response and Four Additional Copies marked "COPY". All signatures required must be original – no fax or email documents will be accepted.
2. Copy of State of Florida Business License w/ Bonding Letter
3. Copy of Certificate of Insurance
4. Signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form (Pages 17-18) **Failure To Return This Form May Result In The RFP Not Being Accepted**
5. Signed Drug-Free Workplace Form, If Applicable (Page 16)
6. List of Three Business References (Other Than The Escambia County School District)
7. Training Certification of Staff Personnel
 - System Software Training Certification from the Manufacturer for Staff Personnel
8. NICET (National Institute for Certification in Engineering Technologies) Certification
9. FFASA (Florida Fire Alarm System Agent Certification)
10. Start-up Implementation Schedule with Start Date, Name of Technicians Assigned, and Contact/Dispatcher's Name and Phone Number
11. Forms:
 - a) Testing and Inspection Report
 - b) Weekly Service Call Report
 - c) Work Order History Report
 - d) Log Books for Schools

DRUG FREE WORKPLACE

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 workplace, the business's 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) 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 the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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 _____

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) 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.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE