



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
PROCUREMENT DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

Posting Date:
Thursday, October 10, 2024

PROCUREMENT SPECIALIST CONTACT & TELEPHONE:
Tamara Harden; 850.469.6205
tharden1@ecsdfi.us

RFP TITLE: Fire Alarm Inspection and Maintenance Services
RFP NUMBER: #250204

RFP OPENING DATE & TIME:
Thursday, November 7, 2024, 1:30 PM, CENTRAL TIME

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

The School District of Escambia County, Florida ("School District") 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 Procurement Department 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 Responder. **If submitting electronically, Responders shall submit their response on BidNetDirect.com/florida.** Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT: _____)

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE____ BIDNET____ DEMAND STAR____ PRIME VENDOR____
OTHER____ (PLEASE SPECIFY____) MINORITY/DISABLED SERVICE VETERAN SUPPLIER____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER 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 RESPONDER. I **FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.**

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:
9500-PUR-029 (rev March 6, 2015)

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, Florida. 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. Any price adjustments must be justified and submitted in writing with supporting documentation by October 1st of each school year to the Procurement 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. Upon mutual written agreement and approval of the School Board of Escambia County, Florida, an Agreement will be issued in one (1) year increments for up to a total of five (5) years subject to the availability of lawfully appropriated funds and School Board approval. 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. The initial term of the Agreement(s) shall be **January 1, 2025** through **December 31, 2025**. All pricing proposed herein shall be firm throughout the first year of the Agreement. Multiple Responders may be awarded. The RFP is the binding document for this Agreement. No subsequent document will be issued.

A. CALENDAR OF EVENTS

CALENDAR OF EVENTS	
Mandatory Pre-Proposal Conference (See Page 1)	Monday, October 7, 2024 at 8:00 a.m. - 10:00 a.m., CST
Deadline for Questions (See Page 3, Section II. B and Page 17, Section VII. B)	Wednesday, October 16, 2024 at 4:00 p.m., CST
Answers to Questions Posted and Addendum Issued If Needed (See Page 3, Section II. B and Page 18, Section VII. B)	Wednesday, October 23, 2024 at 5:00 p.m., CST
RFP Opening (See Page 1)	Thursday, November 7, 2024 at 1:30 p.m., CST
RFP Evaluation	Friday, November 15, 2024 at 1:30p.m., CST
School Board Approval	Tuesday, December 17, 2024
Agreement Start Date	Wednesday, January 1, 2025

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder," "Respondent," "Contractor," "Independent Contractor," or "Vendor" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein. The term "Parties", when used collectively, will apply to both the District and the Responder.

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. COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended that Responders send any questions they may have regarding this solicitation to the designated Procurement Specialist below using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. The deadline for submitting questions concerning this RFP is **Wednesday, October 16, 2024 at 4:00 p.m., CST.**

All changes in the specifications contained within this RFP will be made by Addendum. Any Addendum concerning this RFP will be posted to the Procurement Department's webpage located at <https://www.escambiaschools.org/Page/1048>. It is the sole responsibility of each Responder to contact the Procurement Specialist responsible for this solicitation or visit the District's website to determine if any Addendum has been issued in order to obtain said Addendum. Any applicable Addendum and/or responses to questions received will be posted to the Procurement Department's Current Bid Activity webpage by **Wednesday, October 23, 2024 at 5:00 p.m., CST.**

In order for the Escambia County School District (the District) to ensure fair and equal treatment of all participating Responders, the below named individual is the District's only designated representative for this RFP. Responders shall contact this representative for all information regarding this RFP. Responders who contact any other District employee, staff, or Board member regarding this RFP are subject to disqualification from participating in this solicitation.

Tamara Harden, Senior Procurement Specialist
Procurement Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: THarden1@ecsdfi.us
Phone: 850-469-6205

- C. 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.
- D. WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.

- E. 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.
- F. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoices itemizing trip charges are prohibited. Provide the Manufacturers invoice displaying List Price for parts and major components to validate the the markup of the list price.
- G. 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 Responder 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 Procurement .
- H. 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.
- I. 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 Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder 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.
- J. STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder 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.
- K. INSURANCE AND INDEMNIFICATION:** The Responder 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 Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.

The School Board of Escambia County, Florida agrees to indemnify the Contractor to the extent and only to the extent of the limits set forth in §768.28(5), Florida Statute and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the Parties to this Agreement that

no officer or employee may be held personally liable except as provided by §768.28(9), Florida Statute.

The Responder 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 Responder 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.(Attachment E)

Certificate of Insurance shall be provided with RFP response.

L. RISK OF LOSS: The Responder 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 Responder or held by the Responder 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 Responder until redelivery thereof to the School District.

M. LAWS AND REGULATIONS: Responders 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. Responders 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. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

N. PUBLIC ENTITY CRIMES: A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal 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 Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- O. PATENTS:** Responders 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 solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- P. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders 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 (5%) or more of the company.
- Q. TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (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 Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, 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.
- R. DRUG-FREE WORKPLACE:** Whenever two (2) 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.
- S. REMEDIES:** 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 Responder, 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 Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- T. AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder'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 Responder 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 subcontracts that directly or indirectly pertain to the transactions between the District and the Responder.

- U. 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. Responders 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, indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) agree to any request by the District for submission of a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District. The 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 Responder's option, should be forwarded under separate cover to the attention of the Procurement Office of the 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. Responders are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the District.
- V. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of Proposals received will be: (1) administrative costs incurred by the District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. 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 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.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Procurement Office and are also posted to the School District's Procurement website address at <https://www.escambiaschools.org/Page/1048>. 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 Procurement Specialist noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Procurement 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.

BB. MODIFICATIONS: Changes to specifications, terms, and conditions must be made in writing with the mutual consent of the parties and School Board approval, if needed.

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

1. **License:** Responder must be licensed and bonded to do business in Escambia County and /or the State of Florida for, at minimum, five (5) consecutive years. Responders shall provide a copy of their business license and bonding letter stating capabilities with their RFP response.

2. The prospective Responder should, at minimum, receive 25% of their revenue from the selling, installing inspecting, testing, services, and maintaining of **FIRE ALARM SYSTEMS**. Responder shall be qualified and an authorized manufacturer dealer for the fire alarm system specified in the RFP.

3. The Responder shall employ at least three (3) full-time, permanent employees who will service the District account who have been trained by the manufacturer and certified on testing, maintenance, and repair of Life Safety systems. The Responder shall send training certifications for new employees assigned to the District account to the Maintenance Services Department., Attn: Supervisor of Electronics. Responder must have Florida Fire Alarm System Agent (FFASA) certification with ninety (90) days of employment per IAW Florida Statutes 489.5185. Proof of FFASA and all applicable certifications must be provided with the RFP response.

4. Proprietary Software: Responder shall provide changes in Software at no additional cost to the District for portable classrooms. Responder has sole responsibility for software reprogramming and/or modifications per the NFPA Code. The Responder will supply site-specific software and passwords to all fire alarm systems to the Supervisor of Electronics-Maintenance Services Department.

5. The Responder shall maintain adequate replacement parts to maintain systems and shall be able to acquire parts within twenty-four (24) hours.

6. The Responder shall also maintain a locally staffed office to respond within the required two (2) hour response time at the requested location.

7. The Responder shall have a technician available on a twenty-four hour basis. The Responder shall provide a two (2) hour response time for emergency service calls.

8. The Responder is responsible for payment of any fines for alarms issued by the City of Pensacola or the Escambia County Fire departments.

- B. CONTRACT TERM AND RENEWAL:** Notification of non-renewal by the Vendor must be sent in writing and received at least ninety (90) calendar days prior to the end of each contract year. All pricing and rates proposed herein shall be firm through the first year of the contract.

For successive years, adjustments to labor rates will be negotiable and limited to the appropriate Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index for South urban; Size B/C as published by the US Department of Labor, Bureau of Labor Statistics in January of each year. Any requests for adjustments must be submitted in writing to the Procurement Department no later than October 1st of each following year. Rate adjustments will not be automatic. The most recent twelve (12) month period ending December 31st will be used to compute the percentage change in CPI-U. Current year pricing **will** be retained for an additional, successive year if the CPI-U percentage change is not greater than zero percent (0%) or if the successful Vendor fails to submit a rate adjustment by the deadline. If a rate adjustment is requested, the Procurement Department will provide notification of allowable increases, if applicable, by November 1st.

- C. INVOICING AND PAYMENTS:** The Responder shall not perform any work without the authorization by email. The Responder shall invoice for completion of inspection and maintenance on a per site basis. The Responder 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 the report and 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.

Upon completion of authorized work, a detailed invoice must be submitted to the Maintenance Department, Attention: Supervisor of Electronics, 30 East Texar Drive, Pensacola, Florida 32503. Invoices may be emailed to the Maintenance Department. The awarded Responder shall invoice in accordance with the District's purchase order, and must reference the purchase order number on all invoices. Each invoice shall include a copy of the completed, corresponding inspection report as described in Section IV. C. Trip charges are prohibited. Responder shall provide the manufacturer's invoice displaying List Price for parts and major components to validate the the markup of the list price.

Invoices will **not** be approved for payment unless they comply with the requirements of this section and the work has been inspected and accepted by the designee of the Maintenance Department.

- D. BACKGROUND SCREENING REQUIREMENTS:** The Successful Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Responder and all of its employees who provide services under this Agreement 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 District in advance of the Responder providing any services on District property while students are present. Responder 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 Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <https://www.escambiaschools.org/Page/1047>. Responder will provide the District a list of its employees who have completed background screening as required by the referenced

statutes and meet the statutory requirements. Responder 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 Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Responder agrees to indemnify and hold harmless the District and its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- E. HARASSMENT/DISCRIMINATION:** Contractors doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- F. EQUAL OPPORTUNITY:** Responders affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: Executive Order 11478 as amended by 11590, 12106, 13087, 13152, and 13672; Executive Order 11246 as amended by 11375, 11478, 12086, 12107, 13279, 13665, and 13672; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964 and 1991; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95- 507; the Americans with Disabilities Act of 1990; the Genetic Information Act of 2008; 41 CFR Part 60, 2 CFR Part 200 and any additions or amendments thereto.
- G. THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder will independently perform all services specified in this Agreement, except as provided herein. Subcontracting is not permitted. This provision does not apply to secretarial and clerical services needed by the Responder to assist in the performance of this Agreement. The Responder will not hire District employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services. Individually either the District or the Responder can be referenced in this document as "Party" and/or collectively as the "Parties".
1. The Responder shall have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the District under this Agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.
 2. As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.
- H. COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.
- I. GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any

legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

J. FEDERAL LAWS AND REGULATIONS: Services performed under this Agreement may be paid with federal funds. The Contractor shall comply with the provisions of 45 CFR, Part 74, 2 CFR, Part 200 and other applicable regulations.

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
2. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311–1330, §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (2 CFR 200.326 Appendix II (J))
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (2 CFR 200.326 Appendix II (J))
5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
11. Right to Inventions Made Under a Contract or Agreement (2 CFR.200.326 Appendix II (F)).
12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract [2 CFR Appendix II to Part 200(b)].
14. Byrd Anti-Lobbying (2 CFR 200.326 Appendix II (J)).

K. PRIVACY REGULATIONS: The Contractor will follow health information confidentiality regulations as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act (FERPA) of 1974 and the Protection of the Pupil Rights Amendment (PPRA) of 1978.

L. EXAMINATION OF RECORDS: The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.

M. COVENANT AGAINST CONTINGENT FEES: The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or

violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. For purposes of this Section:

1. Bona fide agency means an established commercial or selling agency, maintained by a Responder for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
2. Bona fide employee means a person, employed by a Responder and subject to the Responder's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
3. Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
4. Improper influence, as used in this clause, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

N. FORCE MAJEURE: A "Force Majeure Event" is defined as fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) which make it illegal, impossible, or unreasonable for the Party to perform as originally contracted under this Agreement, except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. In the event that a Force Majeure Event prevents the Responder from executing its responsibilities under this Agreement, the Responder must immediately notify the District. The District will not hold the Responder in default of this Agreement if the Responder's non-performance is directly caused by a Force Majeure Event. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.

O. TOBACCO: All District property, including but not limited to school buildings, athletic fields, parking lots and District-owned vehicles are considered tobacco-free per the School Board of Escambia County's Tobacco/Cotinine/Nicotine-Free School Policy (6Gx17-3.22), the Florida Clean Indoor Air Act (Article XXIX, Chapter 386) and the Constitution of the State of Florida (Article X, Section 20).

P. MISCELLANEOUS:

1. The District will not be liable for any costs not included in the Proposal and subsequent contracted- for-costs.
2. The District reserves the rights to use other existing contracts when determined to be in their best interest.
3. Locations for services may be added, deleted, or amended at any time as communicated by the District POC in writing and copied to the Procurement Specialist listed on Page 1.

-

IV. SPECIFICATIONS AND SCOPE OF WORK

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. Locations to be covered under this Agreement are listed in Attachment B. Responder shall coordinate all work with the District's Maintenance Department or designee. Please submit a proposal per the following specifications, terms, and conditions.

A. SITE VISITS FOR POST WARRANTY FIRE ALARM SYSTEMS:

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

B. INSPECTION, TEST, AND CERTIFICATION:

1. The Responder 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 Responder 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 Responder 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 within forty-eight (48) hours of completion and provided to the Electronics shop by email within twenty-four (24) hours of completion of task. Responder 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. Responder 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, unless the control equipment performs an automatic test.
3. Responder is responsible for identifying any and all wiring deficiencies between two points of connection, such as open, shorts, grounds, etc, to the District Maintenance Dept., Attn: Supervisor of Electronics. It shall be the Responder's responsibility to repair or replace any conduit or wiring needed, once purchase has been authorized.
4. Implementation Schedule: Upon Board approval of the RFP award, the successful Responder can begin inspection and testing services. Responder 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 or once per contract year.

C. MAINTENANCE SERVICES:

1. Responder 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, 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 Responder 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 Responder's responsibility to provide the School District with a riser diagram identifying the new wiring.
4. Responder 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. Responder 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. Responder is responsible for site safety and cleanliness. District will not be responsible for Responder's equipment at the work site. Responder shall report to the Main office upon arrival and departure from school location. **Close and Lock Gates that were opened.**
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 Responder must produce a printed (not handwritten) 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 each 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 Responder 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 Responder 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 Responder 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 Responder shall use approved smoke detector sensitivity testing instruments to generate a biennially documented sensitivity testing report to the Supervisor of Electronics, Maintenance Dept. If smoke detectors are present with an intelligent system, Responder shall be able to query the 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 Responder 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 Responder shall make connections to the new or existing main fire alarm panel, reprogram, and recertify the fire alarm system for new installation services.

V. PRICE PROPOSAL

In a separate sealed envelope, provide your completed Attachment A: Part I and Part II - Pricing Proposal for the services described in Section IV – Specifications and Scope of Work. No pricing will be given consideration until all proposals are evaluated based on qualification items in Section VI.B. and VI.C. The pricing should be a fixed cost and all inclusive. No overtime can be worked, approved or invoiced. Hours used shall be invoiced in increments of fifteen (15) minutes. All hourly rates and times shall begin as of check-in on the "job site".

VI. EVALUATION CRITERIA

The RFP shall be evaluated based on the responses to the Questionnaire (Attachment B). 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 Responders based upon the highest points received for each fire alarm system.

1. Questionnaire and Response: Company Profile, Experience, and References. (10 points)

2. Price Proposal. (60 points)

3. Training Certification of Staff Personnel (30 points)

A. PRICE PROPOSAL (60 POINTS): The maximum total points will be awarded to the Responder with the most competitive Price Proposal. All other Responders will be awarded less than the total maximum points based on their comparison to the most competitive Price Proposal.

Lack of a response for any item above will result in zero (0) points for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder; however, the evaluation committee shall be solely responsible for determining the weight such information will be assigned, if any. Responses received which do not contain ALL items listed in this section may be considered non-responsive at the sole discretion of the District. The Agreement will be awarded to the Responder deemed to be, overall, the most responsive and capable to meet and perform according to the RFP specifications and scope of work. (Refer to Attachment A, page 23.)

B. QUESTIONNAIRE AND RESPONSE (10 points): COMPANY BACKGROUND, EXPERIENCE, and REFERENCES (ATTACHMENT B: SECTION I and II)

- a. Provide a brief company biography, two (2) pages maximum. Include general information on the company, ownership, number of years the company has been in business, the location of corporate headquarters, the number of branch offices, and services offered related to Section IV (Scope of Work/Services)(Attachment B: Part I and Part II).
- b. Primary focus of business dealings (Please state what % of sales is from fire alarm systems).
- c. Describe the staffing structure. Include names, titles, office location, and contact information.
- d. Provide documentation from the appropriate State of Florida agency confirming the legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.

- e. If located within the Escambia County, FL, a copy of their County Business Tax Receipt must be included. If Responder fails to provide a copy with their response, the Proposal may be rendered non-responsive. Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.
- f. Complete and return the enclosed Reference Form (Attachment B: Section II). Provide a list of professional references, (other than the Escambia County School District), in which you have provided similar services proposed in this RFP within the last five (5) years. References must be from at least three (3) different entities. The Reference Form must be signed in order to be awarded any points.
- g. Provide a contact person and phone number for normal working hours and after hours. For emergencies, nights and weekends, the Responder 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.

C. TRAINING CERTIFICATION OF STAFF PERSONNEL (30 POINTS): Responder must have Florida Fire Alarm System Agent (FFASA) within ninety (90) days of employment per IAW Florida Statutes 489.5185. Proof of FFASA and all applicable certifications must be provided with the RFP response. Every technician and salesperson performing fire alarm system work in the State of Florida requires a valid Fire Alarm System Agent (FASA) license.

- 1. **System Equipment and Software Training Certification from the Manufacturer for Staff Personnel**
- 2. **FFASA (Florida Fire Alarm System Agent Certification)**

VII. PREPARATION AND SUBMISSION REQUIREMENTS

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

A. MANDATORY PRE-PROPOSAL CONFERENCE: There was a **Mandatory** Pre-Proposal Conference held at the District's J.E. Hall Center located at 30 East Texar Dr. Pensacola, Florida 32503 on **Monday, October 7, 2024 from 8:00 AM to 10:00 AM, CST in the Maintenance Department's Conference Room.** Roughly sixty (60) minutes was taken at the beginning of the conference to review the Request For Proposal (RFP). Two (2) site visits at locations specified during the meeting immediately followed the RFP review to allow for the inspection of fire alarm equipment throughout the District. The Responder(s) may choose to return to the sites individually for a second inspection. If electing to do so, the Responder must make an appointment with the Maintenance Department, or designee, who shall be present at all times during this individual inspection. The Responder(s) may not tamper with the equipment in any way.

Proposals will **only** be accepted from Responders who attend the **MANDATORY** Pre-Proposal Conference and site visits. Due to limited space, the maximum number of attendees from one (1) entity will be limited to two (2).

B. SUBMISSION REQUIREMENTS:

All documents listed below must be returned in their entirety. **Failure to return all pages of the entire document or any of the items listed below may result in your Proposal not**

being accepted. Once accepted, all originals and any copies of Proposals become the sole property of the District and may be retained or disposed of by the District in any manner which the District deems fit. Modifications or alterations to this RFP document are prohibited and will result in the rejection of your Proposal.

The entire RFP document (Pages 1 – 36) must be returned when offering. The signature on the first page must be an original or electronic signature. No fax or email documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the Responder must initial the change(s). Any Proposal submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive Proposal.

For Mailed Submissions: If a Proposal is transmitted by US Mail or other delivery medium, the Responder will be responsible for its timely delivery to **The School District of Escambia County, Attn: Procurement Department; RFP #250204, 75 North Pace Blvd., Pensacola, FL 32505.** Any Proposal received in the Procurement Office after the stated time and date or received at any other location will not be considered. Any such disqualified proposals will be retained by the District.

Hard Copy Responses: One (1) manually signed original, and five (5) photocopies, of the complete Proposal must be sealed and clearly labeled: "RFP# 250204: FIRE ALARM INSPECTION AND MAINTENANCE SERVICES" on the outside of the package. The Pricing Form (Attachment A: Part I and Part II) must be submitted in a separate sealed envelope. The legal name, address, Responders' contact person, and telephone number should also be clearly annotated on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate. All Proposals must be signed by an officer or employee having authority to legally bind the Responder. Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are unacceptable. Any Proposal may be withdrawn prior to the date and time the proposals are due.

1. **Return your original Proposal.** Failure to include RFP attachments may cause your Proposal to be rejected. **RFP documents may be printed double-sided with left margin, book-style binding.** Price Proposal must be submitted in a sealed envelope which must be clearly labeled "RFP #250204 – FIRE ALARM INSPECTION AND MAINTENANCE SERVICES" on the outside of the package.
2. **Price Proposal:** This form must be completed **in its entirety** and signed in the space provided. Original Price Proposals and five (5) photocopies must be provided in a **separate, sealed envelope** which must be clearly labeled **"PRICE PROPOSAL; RFP #250204 – FIRE ALARM INSPECTION AND MAINTENANCE SERVICES."** Please ensure that your company's name is notated where indicated on each page of your Price Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment A.
3. **Response to Questionnaire:** The following items must be completed per Attachment A: Section I and II included with Responder's Proposal. Responder's company name should be listed on each page of Attachment B and any additional attachments, and the form must be signed in the space provided. Failure to return this form and all of the requested items will result in your Proposal not being accepted.

- i. **Company Background and Experience:** This item must be completed per Section VI.A. (See Page 16).
- ii. **References:** This item must be completed per Section VI.B. (See Page 16).
4. Copy of Responder's active State of Florida business license. This document must be current. Pending license will not be accepted.
5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment C.
6. **Escambia School District Public Records Addendum:** This form must be initialed and returned with the Responder's Proposal. Refer to Attachment D.
7. **Escambia School District Risk Management Addendum:** This form must be initialed and returned with the Responder's Proposal. Refer to Attachment E. Contractor shall furnish proof of the required insurance by certificate of insurance prior to the start of any work.
8. **Drug Free Workplace:** This form, while not required, will be a determining factor in award between two Proposals equal in price, quality, and service. If submitting, this form must be signed and returned with the Responder's Proposal. Refer to Attachment F.
9. **Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Refer to Attachment G.
10. **Vendor Certification Regarding E-Verify:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Refer to Attachment H.
11. **State of Florida Affidavit Regarding the Use of Coercion for Labor and Services:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Refer to Attachment I.

A Submission Checklist has been provided in Attachment J (Page 36) to assist Responders in ensuring that their respective Proposal includes all of the required documents and attachments. **All Proposals and pricing must be received no later than Thursday, November 7, 2024 at 1:30 PM, CST.** When utilizing the US Mail service or other delivery methods, it is recommended that the Responder use a method of delivery that can be tracked (certified mail, overnight courier, etc.). The Responder is responsible for the timely delivery of the full Proposal to the following address:

Escambia County School District
Procurement Department
Attention: Tamara Harden, RFP #250204
75 North Pace Blvd.
Pensacola, FL 32505

Any Proposal **received** after the stated time and date or delivered to any other location **will not** be considered but will be retained by the **District**.

If submitting electronically, Responders shall submit their responses on BidNetDirect.com/Florida.

VIII. EVALUATION AND AWARD

A. PROPOSAL EVALUATION PROCESS:

1. Proposals are received and publicly opened. Only names of Proposers are read at this time.
2. An Evaluation Committee will review, convene, and evaluate all Proposals submitted based on the factors set forth in the RFP. Procurement personnel will participate in an administrative and advisory capacity only.
3. The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written Proposal received. The District will not be liable for any costs incurred by the Proposer in connection with such interviews (i.e., travel, accommodations, etc.).
4. All Proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the Proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial Proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers to make oral presentations.
5. Proposers are advised to provide their best offer with the initial Proposal because the District reserves the right to award a Contract based on initial Proposals without further discussion or negotiation.
6. The Proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable Proposal. In the event that a mutually acceptable contract between the District and the selected Proposer(s) cannot be successfully negotiated and executed, the District reserves the right to discontinue negotiations with such Proposer(s) and to negotiate and execute a Contract with the next-ranked Proposer(s).
7. The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.
8. The Procurement Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

B. DISTRICT'S RIGHTS AND RESERVATIONS:

1. The District reserves the right to accept or reject any or all Proposals.
2. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all Proposals.
3. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
4. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

5. The District reserves the right to: (1) accept the Proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
6. The District reserves the right to further negotiate any Proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

IX. DISPUTE

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of a bid, RFP, or contract may file a protest in accordance with the rules set forth herein.

- A. The District reserves the right to reject all Proposals submitted and re-solicit at any time during the solicitation process.
- B. The Services that are the subject of this Request for Proposal are essential to the operations of the District, the School Board in order to assure continuation of services may direct the award recommendation as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of Procurement and Business Services to negotiate and enter into a short-term contract with the proposed awardee or to purchase essential services/materials on an as-needed basis.
- C. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Procurement and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under School Board Rule and Florida Statutes. It is the Contractor's responsibility to ensure timely filing and receipt of protest by the Procurement and Business Services Department.
- D. Within ten (10) days, not including Saturdays, Sundays and state holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Procurement and Business Services Office. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the contract or ten thousand dollars (\$10,000.00), whichever is greater, not to exceed twenty-five thousand dollars (\$25,000.00).
 1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.
 2. Failure to file the Notice of Protest, formal written protest, and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The Protester has the responsibility to ensure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Procurement and Business Services Office.
- E. Communications shall continue between the Protester and the Procurement and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays,

Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The Parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).

- F. The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within thirty (30) days.
1. The Parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the Parties. All Parties have the right to present oral argument and to cross-examine opposing witnesses. All Parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.
 2. The ALJ shall render his findings of fact and ruling of law. Each Party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.
 3. If the Protester prevails, the Board shall return the Protest Bond to the Protester.
If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each Party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all costs and charges, the Protest Bond will be returned to the Protester.

[Remainder of this page is left intentionally blank.]

ATTACHMENT A (PART I AND PART II)

- A. PRICING PROPOSAL (60 POINTS) – TESTING AND INSPECTION/MAINTENANCE/NEW INSTALLATION: RESPONDERS SHOULD ONLY PROVIDE PRICING FOR SYSTEMS THAT THEY ARE QUALIFIED AND AUTHORIZED BY THE MANUFACTURER TO REPAIR. 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.**

PRICING PROPOSAL PART I – FIRM ALARM INSPECTION AND MAINTENANCE

NOTE: MANUFACTURER'S FULL NAME 1. NOTIFIER FIRE SYSTEMS 2. EDWARDS SYSTEMS TECH.

SECTION #1:

LOCATION NAME	EQUIPMENT TYPE	MAUFACTURER	TEST & INSP	MAINTENANCE	TOTAL COST
Allen, Jim Elementary	EST	GE/ EDWARDS			
Bailey, Jim Middle	640	NOTIFIER			
Bellview Elementary	EST -3	GE/ EDWARDS			
Bellview Middle	EST - 3	GE/ EDWARDS			
Beulah Elementary	EST - 3	GE/ EDWARDS			
Beulah Middle	EST-3	GE/EDWARD			
Blue Angels Elementary	EST -3	GE/ EDWARDS			
Bratt Elementary	EST-3	GE/EDWARDS			
Brentwood Elementary	EST-3	GE/EDWARDS			
Brown Barge Middle	320	NOTIFIER			
Bryrneville Charter	EST-3	GE/EDWARDS			
Building @ Judy Andrews	320	NOTIFIER			
Cordova Park Elementary	640	NOTIFIER			
Ensley Elementary	640	NOTIFIER			
Escambia High	640	NOTIFIER			
Escambia Westgate	640	Notifier			
Ernest Ward	640	NOTIFIER			
Ferry Pass Middle	EST-3	GE/EDWARDS			
George Stone / Success Academy	640	Notifier			

LOCATION NAME	EQUIPMENT TYPE	MANUFACTURER	TEST & INSP.	MAINTENANCE	TOTAL COST
Global Learning	EST-3	GE/EDWARDS			
Helen Caro	640	NOTIFIER			
Holm Elementary	320	NOTIFIER			
Kingsfield Elementary	EST-3	GE/EDWARDS			
Lincoln Park Elementary	640	NOTIFIER			
Lipscomb Elem	640	Notifier			
Longleaf Elementary	EST-3	GE/EDWARDS			
McArthur Elementary	EST-3	GE/EDWARDS			
Molino Elementary	EST-3	GE/EDWARDS			
Montclair Elementary	EST-3	GE/EDWARDS			
Myrtle Grove Elementary	640	NOTIFIER	Under Const	EST 4	EDWARDS
Navy Point Elementary	640	Notifier			
N.B. Cook Elementary	640	Notifier			
New Pleasant Grove	EST-3	EDWARDS			
Northview High	640	GE/EDWARD			
Oakcrest Elementary	EST-3	GE/EDWARD			
Pensacola High	640	NOTIFIER GE/EDWARD			
Pine Forest High	EST-3	NOTIFIER			
Pine Meadow Elementary	320	NOTIFIER			
Oakcrest Elementary	EST-3	GE/EDWARD			
Old Pleasant Grove Elementary	EST-3	NOTIFIER			
Ransom Middle	640	NOTIFIER			
Roy Hyatt	320	NOTIFIER			

LOCATION NAME	EQUIPMENT TYPE	MANUFACTURER	TEST & INSP.	MAINTENANCE	TOTAL COST
Scenic Heights Elementary	640	Notifier			
Semmes Elementary	EST-3	GE/EDWARD			
Sherwood Elementary	EST-3	GE/EDWARD			
Suter Elementary School	640	NOTIFIER			
Tate High	640	NOTIFIER			
Warrington Elementary	EST-3	GE/EDWARD			
Warrington Middle Facility	640	NOTIFIER	AS NEEDED		
Washington High	640	NOTIFIER			
Weis Elementary	640	NOTIFIER			
West Florida High	640	NOTIFIER			
West Pensacola	640	NOTIFIER			
Workman Middle	EST-3	EDWARDS			

TOTAL COST - SECTION #1: _____

SECTION #2:

LOCATION NAME	EQUIPMENT TYPE	MANUFACTURER	TEST & INSP.	MAINTENANCE	TOTAL COST
Bibbs, Spencer	640	NOTIFIER			
District Warehouse	6800	Silent Knight			
Hall Center	640	NOTIFIER			
Hall Center Annex	640	NOTIFIER			
McDaniel – Pace Adm. Bldg.	2400	NOTIFIER			

TOTAL COST - SECTION #2: _____

OVERALL TOTAL COST - SECTION 1 AND 2: \$ _____

A. PRICING PROPOSAL PART II – NEW FIRE ALARM SYSTEM INSTALLATION:

COST QUOTATION

The Responder shall provide the pricing for the following:

State Normal Business Hours: _____ **Weekend:** _____

Complete the following table by entering the regular and overtime hourly rates for Qualified Alarm Technicians, as well as the Cost + Percentage for Parts.

<u>As-Needed Maintenance/New Installation and Repair Pricing</u>		
<u>Rate Type</u>	<u>Qualified Technician</u>	
<u>Hourly Labor:</u>	\$	
<u>Overtime Hourly Labor:</u>	\$	

The Responder is responsible for providing a complete bill of materials of the major components, parts, and services needed for the installation of their fire alarm systems. If any, please provide the Markup Percentage on the List Price for the Cost of Materials below.

MARKUP PERCENTAGE ON COST OF MATERIALS: _____ %

RESPONDER'S AUTHORIZED SIGNATURE:

PRINTED NAME:

DATE:

ATTACHMENT B (SECTION I and II)

Response to Questionnaire

I. COMPANY BACKGROUND AND EXPERIENCE: Refer to Section VI. B.

1. **Company Biography:** Provide in a separate attachment.
2. **Years of Experience:** _____
3. **Technicians:**
 - a. **Name of Technician #1:** _____
 - i. **Years of Experience:** _____
 - ii. **Current Certifications:** _____
 - iii. **Copies of Certifications:** Provide in separate attachments.
 - b. **Name of Technician #2:** _____
 - i. **Years of Experience:** _____
 - ii. **Current Certifications:** _____
 - iii. **Copies of Certifications:** Provide in separate attachments.
4. **Copy of Current State of Florida Business License:** Provide in a separate attachment.
5. **Copy of Current Registration with Florida Secretary of State:** Provide in a separate attachment.
6. **Copy of Organizational Chart:** Provide in a separate attachment.
7. **Emergency Contact Information:**
 - a. **Name:** _____
 - b. **Phone Number:** _____
 - c. **Name:** _____
 - d. **Phone Number:** _____

II. REFERENCES: Refer to Section VI.B.

1. Reference #1

- a. **Company Name:** _____
- b. **Address:** _____
- c. **Contact Name:** _____

- d. Phone Number: _____
- e. Email Address: _____
- f. Type of Equipment Serviced: _____
- g. Length of Contract: _____

2. Reference #2

- a. Company Name: _____
- b. Address: _____
- c. Contact Name: _____
- d. Phone Number: _____
- e. Email Address: _____
- f. Type of Equipment Serviced: _____
- g. Length of Contract: _____

3. Reference #3

- a. Company Name: _____
- b. Address: _____
- c. Contact Name: _____
- d. Phone Number: _____
- e. Email Address: _____
- f. Type of Equipment Serviced: _____
- g. Length of Contract: _____

RESPONDER'S AUTHORIZED SIGNATURE:

PRINTED NAME:

DATE: _____

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

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

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
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 which 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 form 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in 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 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.

Attachment D

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

Initials of Each Signatory:

Attachment E

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned 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 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

Attachment F

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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 proposals 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 contract 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 contract, 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 _____

Attachment G

State of Florida Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

Attachment H

State of Florida Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

Attachment I

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

General Counsel Approved 04 04 24

Attachment J Submission Checklist

Use this checklist to ensure that you have included all required items in your Proposal. For specific submission instructions, refer to Section VII.C. on Pages 18-19.

ENVELOPE 1

- _____ Complete Proposal (Refer to Section VII. C. on Pages 18-19) – **One (1) Signed Original**
- _____ Request for Proposal (RFP) & Signed Proposal Acknowledgement Form (Page 1)
- _____ Company Background and Experience (Refer to Section VI.B. (See Page 15-16).
 - _____ 1. Company Biography
 - _____ 2. Years of Experience on **Attachment B**
 - _____ 3. Technician Information on **Attachment B**
 - _____ Copies of Technician Certifications
 - _____ System Software Training Certification from the Manufacturer for Staff Personnel
 - _____ FFASA (Florida Fire Alarm System Agent Certification)
 - _____ 4. State of Florida Business License
 - _____ 5. Bonding Letter
 - _____ 6. Registration with the Florida Secretary of State
 - _____ 7. Organizational Chart
 - _____ 8. Emergency Contact Information on **Attachment B**
- _____ 9. Information for Three (3) References on **Attachment B** (Refer to Section VI.B.f (See Page 16).
- _____ 10. Proof of Required Insurance (**Certificate of Insurance**)
- _____ 11. Start-up Implementation Schedule with Start Date, Name of Technicians Assigned, and Contact/Dispatcher's Name and Phone Number
- _____ 12. Forms: Testing and Inspection Report, Weekly Service Call Report, Work Order History Report, Log Books for Schools
- _____ Attachment C - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Page 29)
- _____ Attachment D - Escambia School District Public Records Addendum (Page 30)
- _____ Attachment E - Escambia School District Risk Management Addendum (Page 31)
- _____ Attachment F - Drug Free Workplace (Page 32)
- _____ Attachment G - Vendor Certification Regarding Scrutinized Companies Lists (Page 33)
- _____ Attachment H - Vendor Certification Regarding E-Verify (Page 34)
- _____ Attachment I - State of Florida Affidavit Regarding the Use of Coercion for Labor and Services (Page 35)
- _____ Attachment J - Submission Checklist (Page 36)

ENVELOPE 2

- _____ Attachment **A** - Price Proposal (Refer to Section VI.A.on Page 16-17) Completed in its **ENTIRETY**