Bay District Schools Purchasing Department 1150 West 17 th Street Panama City, Florida 32405 850-767-4207							FATION TO ID (ITB)
DUE DATE: Bids due	at 2:00 p.m. Central Star MAY 31, 2022	ndard Time (CST):	ITB NO.: #2 2	2-11	RELEASE MA	DATE: Y 12, 2022	POSTING DATE FOR AWARD RECOMMENDATION: (on or about) June 6, 2022
withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered.			Extin				
		SECTION 1,	Bidder Ac	knowled	gement		
IN ACCORDANCE WIT REPRESENTATIVE WHI BEING CONSIDERED N	ere indicated below an	This section must Id submitted with t	BE COMP	LETED IN	ITS ENTIRET	Y INCLUDING THE IS DOCUMENT, WIT	SIGNATURE OF AN AUTHORIZED 'H THE BID, WILL RESULT IN BID
Bidder's Name and state "Doing Business As", where applicable:				<u>"REMIT TO"</u> ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.			
Address:				P.O. Ad	dress:		
City:							
State:	Zip C	Code:		City:			
Telephone Number:				State:		Z	Zip Code:
Toll Free Number:				Contact:			
Fax Number:				Telephor	ne Number:		
E-Mail Address of Auth	norized Representative:			Toll Free	Number:		
E-mail Address to Se	nd Purchase Orders:			Fax Num	iber:		
Federal Tax Identificati							
authorized by Bidder to do contents of all pages in th any Addenda released herr and conditions contained ir that the following are re disqualification of Bid subr with other Bidders and ha Bidder, its principals, or Superintendent nor anyone department representative ide herein is part of the public Records Laws; all response I agree that this bid canr	ubmitting the following informati so. Bidder agrees to complete is Invitation To Bid (ITB), and eto; Bidder agrees to be bound in the Invitation To Bid, and any equirements of this ITB and mitted; Bidder has not divulge as not colluded with any other their lobbyists has not contact in the District regarding this I entified herein. Bidder acknowled c record as defined by the Sta es, data and information contain not be withdrawn within nine	and unconditional accepta all appendices and the of to any and all specificat y released Addenda and of failure to comply will d, discussed, or compar- r Bidder or party to any ted any School Board M TB except as authorized dges that all information ate of Florida Sunshine hed in this Bid are true and ty (90) days from date	ance of the contents of ions, terms understand I result in red the Bid other Bid; Member, the purchasing n contained and Public d accurate. <i>due</i> .			ized Representati	
posted for a period of		est of either the specificat e to post bond, shall const	tions or inten titute a waive	ded awards of proceed	within the time o lings under Cha	lescribed in and in ac	bids are opened and will remain cordance with Section 120.57(3) utes. Posting will be on about
SURMITTAI	_ REQUIREMENTS: In or	SECTION ter to assure that your		-		ements please ver	ifv that the submittals
SUBMITTAL REQUIREMENTS: In order to assure that your bid is in c indicated by the below have been submitted. Bid Bond X X References					Licenses		turers Authorization

Note: If your firm wishes to not submit a bid in response to the ITB, but remain on our bidder list, please complete and return, via mail or fax, this page of the ITB indicating "No Bid".

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A "SEALED BID". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.

DELIVER TO: BAY DISTRICT SCHOOLS PURCHASING DEPARTMENT 1150 WEST 17TH STREET PANAMA CITY, FL 32405

SEALED BID DO NOT OPEN

SEALED BID NO: Bid #22-11

BID TITLE: Service, Cleaning & Inspection of Fire Extinguishers, Fire Suppression & Ventilation Systems

DUE DATE/TIME: MAY 31, 2022 AT 2:00 PM CST

SUBMITTED BY:

NAME OF COMPANY



Bay District Schools Bid Request 22-11 Page 3 of 22

Intent: Bay District Schools desires to obtain bids from qualified individuals and firms relative to supplying an optional source of labor, supervision, materials, equipment required to perform inspection, certification, tagging, cleaning and repair services for commercial fire suppression, ventilation systems and fire extinguishers at all District facilities. It is the intent of the Bay District Schools to portray to the general public and it's employee's, buildings are safe and well maintained for the use and enjoyment for all, while assuring compliance with National Fire Protection Agency, NFPA, and State of Florida Safety Codes and Regulation.

Point of Contact: For information concerning procedures for responding to this bid, or information concerning the bid specifications and or requirements contact <u>via email only</u>, Mrs. Jacqueline Dorman, CPP, CPDW, CPPM, Assistant Purchasing Agent, Bay District School Purchasing Department, @ <u>dormajd@bay.k12.fl.us</u>.

Such contact is to be for clarification purposes only. Material changes, if any, to the bid specifications, requirements and or bid procedures will be transmitted only by addendum. The Bidder, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of his/her bid. The District will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying they have received all Bid Addenda.

• May 12, 2022	Bid notice mailed to prospective bidders & bidding documents posted on Purchasing Web Site
• May 31, 2022	Bid responses due in Purchasing @ 2:00 p.m . Purchasing Department, RL Young Service Center, 1150 West 17 th Street, Panama City, Florida, 32405.
• June 1-3, 2022	Evaluate bids and make selection of Contractor(s).
On or About June 6, 2022	Recommendation of award posted in Purchasing Department.
• June 14, 2022	Submit Recommendation for award to School Board for approval.
• July 11, 2022	Contract begins

KEY EVENTS AND DATES

BID TERMS & CONDITIONS

- **1. Bid-Responses:** Bidders are required to submit one (1) original copy of their bid, on 8½" x 11" <u>plain white paper</u>, signed by a company official with contractually binding authority.
- 2. Bid Pricing: Bidder shall provide a price, by size and or flat rate, for each inspection, certification, tagging, repair and hourly flat rate for the repair of commercial fire suppression hoods, systems and fire extinguishers.
- **3. Award:** The bid may be awarded to a single or multiple bidders. Award will be based upon cost, most responsive and responsible bidder, meeting bid specifications, terms, conditions listed herein and as allowed by Florida Statutes, **FS: 287.012-26.** Bay District Schools

reserves the right to determine and have final say which bid is in the best value and interest of the district.

- 4. Notice of Award: The successful bidder shall be notified by email of intent to make award. Within <u>7 working days</u> of the receipt of notice of award, bidder shall sign and return said notice, showing acceptance and agreement to respond, as per the terms, conditions and specifications of the bid.
- **5. Time of Award:** The District reserves the right to hold bids for a period not to exceed 30-days after the date of the bid opening.
- 6. Identical/Ties: In accordance with Bay District School Board Policies, Section 6.101, -Identical and/or tie bids, preference shall be given to local businesses, or if there is none, to businesses who have the best performance record and or by casting lots (e.g. coin toss).
- 7. Lobbying: District policy prohibits a bidder to lobby District personnel or School Board members after a solicitation has been issued. Once the solicitation has been issued, communications will be with the Purchasing Department only. Contact with any District personnel during the time between the solicitation being issued and award recommendation may result in the rejection of bid.
- 8. **Collusion:** The District reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be interested. Any or all bids will be rejected if there is any reason to believe that collusion exists among the Bidders.
- **9. Withdrawal:** A Bidder may withdraw his/her bid without prejudice to themselves no later than the day and hour set for the bid opening by communicating his/her purpose in writing to the District Purchasing Agent. Withdrawn bids will be returned unopened.
- **10. Examination of Documents:** Bidders shall assume full reasonability to thoroughly examine the specifications and all other documents or other materials referenced herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing schools, departments, personnel, and other conditions relative to compliance with the specifications. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated herein, will be accepted as a basis for varying the requirements of the District or the compensation of the Contractor.
- 11. Chemicals: All chemicals used in performance of the contract must have Underwriter's Laboratory and District approvals prior to them being used. Contractor will provide District representative with product information and MSDS sheets for each product to be used, within 10 working days of Notice of Award.

REFERENCES & QUALIFICATIONS

- 1. **Qualifications:** Bidder shall provide documentation showing the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the District.
- 2. **References:** Bidder shall provide references from four (4) current and past customers. Reference information shall include, company, representative's name, address, city, state, zip code, phone, and email address.
- **3. Experience:** Bidder shall provide documentation showing at a minimum, 5-years, experience and qualifications of the organization to perform services as specified herein.
- 4. License and Certification: Bidder shall be certified and a holder of a Class-A license, licensed in the State Of Florida for the type of service (s) to be rendered, as set forth by Florida Statute 633.061 and State Fire Marshall Rules, Regulations Section #69A.21, with additional type-7, class-2 license, certified testing equipment, for both low and high pressure hydrostatic testing. Copy of licenses, equipment certifications and permits are a mandatory requirement and shall be submitted along with your bid proposal. If at any time during the terms of this contract the Contractor's license or permit is suspended or revoked by the State Fire Marshall, the contract shall be terminated immediately.

PUBLIC ENTITY CRIMES STATEMENT: Any person responding with an offer to this invitation <u>must</u> execute SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON ENTITY CRIMES and enclose it with your proposal. **Bidder shall complete and execute Attachment A.**

CONFLICT OF INTEREST/DISCLOSURE: Proposer <u>must</u> execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this proposal/proposal. **Bidder shall complete and execute Attachment B.**

LOCAL PREFERENCE IN PURCHASING

1. <u>Preference in bidding.</u> In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, the School District shall give a preference to local businesses in making such purchase or awarding such contract, as follows:

a. Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%) of the bid price.

b. Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of three percent (3%) of the bid price.

2. <u>Preference in request for proposals</u>. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:

a. Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).

- **3.** <u>Notice</u>. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.
- **4.** <u>Local Business definition.</u> For purposes of this section, "Local Business" shall mean a business which:

a. Has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the District; and

b. Holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

5. <u>Certification.</u> Any vendor claiming to be a Local Business as defined herein, shall so certify in writing to the purchasing department. The certification shall provide all necessary information to meet the requirements. The purchase department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a Local Business.

DRUG-FREE WORKPLACE CERTIFICATION: Pursuant to *Chapter 287.087, Florida Statute*, whenever two (2) or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by a school board for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process. **Bidder shall complete and execute Attachment C.**

SCOPE OF WORK

- 1. **Description of Work:** It shall be the responsibility of the Contractor to annually, or on as needed basis, inspect, certify, tag, clean, repair, recharge, all commercial fire suppression hoods and ventilation systems, and all portable fire extinguishers of various makes, model, types and sizes within Bay District Schools, while utilizing guidelines established by the manufacturer and National Fire Protection Agency, NFPA-96, chapters 11.4-14; cleaning of exhaust system and 13.6; Recirculating Systems.
- 2. Warranty: The Contractor shall guarantee against leak down in all commercial fire suppression equipment and in all serviced fire extinguishers for a period of one (1) year from the date of servicing. Any equipment which leaks down during the warranty period shall be recharged and tagged at no additional cost to the district
- 3. Quantities: The estimated quantities are intended as a guide in submitting your bid. The actual quantities may be more or less than those shown. (See Exhibit C & D) Attachment D: These quantities include all District Facilities, Buses and Vehicles within Bay County Florida.
- 4. **Contract Start Up:** Upon award of the contract. A conference will be held with District Project Mangers to review site plans, provide and exchange information, to assist the Contractor in expediting of initial services.
- 5. Initial Services: Upon award of the contract. The Contractor shall inspect and service, make necessary repairs of all portable fire extinguishers, commercial cafeteria fire suppression hoods in the District, completing services no later than 90-days from the date award. No inspection penalties will be accessed during initial services period.

Bay District Schools Bid Request 22-11 Page 7 of 22

6. Non-Service Dates: Bay District Schools will be closed and not available for service on the following days:

Labor Day Veterans Day Christmas Break Martin Luther King Birthday Memorial Day Columbus Day Thanksgiving Break New Years Day Spring Break Independence Day

- 7. State & Local Inspections: All District Facilities are subject to yearly inspections by state, county, city fire authorities, Bay District School Facilities Department or designated Inspection Contractors. These inspections will take place annually in the months from May to Aug.
- 8. Inspection Schedule: All fire suppression, ventilation systems, and portable fire extinguishers inspection, certification, cleaning and repair services shall be completed before May 1st of each contract year.
- **9. Scheduled Visits:** The Contractor shall provide a minimum of two (2) days advanced notice to schedule, coordinate dates and times, for access to facility with the school principal, department supervisor or authorized representative avoiding any unnecessary disruption of planned events or activities.
- **10. Sign In and Out Sheet:** The Contractor shall sign in and out with the site administrative offices while working at any District Facility.
- **11. Point Of Contact:** The Contractor shall provide a minimum of three (3) administrative points of contact; email addresses, and cellular phone numbers for regular and emergency services.
- **12. Revision, Deletion, Additions:** The District reserves the right to add or delete fire extinguishers, commercial fire suppression and ventilation systems at any time, with services being provided for the contract period, at awarded cost, in compliance with bid specifications, terms and conditions.
- **13.** Additional Services: If additional services are required at any District Facilities, which fall outside the specifications listed herein, each request shall be handled, on a case by case basis, written quote and District approval prior to any services being rendered.
- **14. Regular Services:** Regular service calls shall be made within twelve (12) hours of being notified by a District Project Manager and or authorized designee. Notification will be issued via email only.
- **15. Emergency Services:** Emergency services calls shall be made within one (1) to three (3) hours of being notified by a District Project Manager and or authorized designee. Notification will be issued via phone contact or email only.
- **16. Vendor Facility Review:** The district reserves the right to inspect the Contractor facility at any time to verify compliance with the terms, specifications and conditions of the bid.
- **17. Systems Repairs:** The Contractor shall submit, via email or cell phone only, depending on the type of service, a repair request and estimate, for all commercial fire suppression, ventilation systems and fire extinguishers. Each request shall consist of the inspection and

deficiency report, quote for repair, quantity and description of parts, cost and labor charges. Each request shall be handled on a case by case basis and require District approval prior to any services being rendered.

CONTRACT-TERMS & CONDITIONS

- 1. Agreement: The original bid document and notice of award shall constitute the contract between the Contractor and the District. Any and all legal action necessary to enforce the terms and conditions of the contract will be held in Bay County, Florida, and the contract will be interpreted in accordance with the laws of the State of Florida.
- 2. Subletting/Assigning: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any persons, firm or corporation without the written consent of the District. Each Bidder shall list all subcontractors and the work provided by the suppliers with the bid submitted.
- 3, Terms: Any contract resulting from award of this bid will be for the 2022-2023 school year beginning July 11, 2022 and ending June 30, 2023; or (1) one year from starting date. <u>The contract is intended to be annual</u>. Upon the mutual consent of both parties, Bay District Schools and the Contractor, the contract may be extended annually, for an additional four (4) terms; and or as allowed by <u>FS 287.057-13.</u>
- 4. **Termination:** The District reserves the right to terminate the contract with the Contractor, <u>at</u> <u>any time</u>. Termination may be based on a matter of convenience, economic conditions, and failure of the Contractor to perform satisfactorily or any other reason the District may determine as justifiable. Either party can cancel the contract at the end of any contract year or with 30- day written notice.
- 5. Additional Contractor: The District reserves the right to add Contractors at anytime throughout the life of the contract in order to maintain the services set forth herein.
- 6. Cooperative Purchasing Agreement: This contract may be expanded to include other governmental agencies. Contractor(s) may agree to allow other District sites as well as other public agencies, (city/county/federal agencies) the same service at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.
- 7. **Right to Negotiate:** Bay District Schools reserves the right to negotiate with the awarded Contractor at any time during the term of the contract. The negotiation process between the two parties may be conducted for the purpose of reaching a mutually satisfactory agreement and/or settlement of a matter of common concern. The said agreement and/or settlement will be conducted and administered via written proposals and/or discussions without the use of a sealed bid process. Once the agreement and/or settlement has been reached and approved by both parties, the contract shall be amended by a notarized, written addenda

MANDATORY INSURANCE REQUIREMENTS

1. <u>Within 7 working days of notice of award</u> and before doing any work, Contractor(s) shall provide Certificates of Insurance evidencing that the following coverages are in force. Policies shall remain in force for the duration of the contract period.

- 2. Worker's Compensation Workers' Compensation shall be maintained as required by Florida Statutes, Chapter 440, and shall also include Employers' Liability coverage with minimum limits of bodily injury by accident, \$100,000; bodily injury by disease, \$500,000 policy limit; bodily injury by disease, \$100,000 per employee.
- 3. Business Auto Policy Contractor shall agree to maintain Business Auto-mobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.
- 4. Commercial General Liability Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be on an occurrence-made basis; the District shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.
- 5. Professional Liability The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the District reserves the right, but not the obligation, to review and request a copy of Contractors most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.
- 6. **Public Liability Insurance -** Public Liability Insurance (Comprehensive General Liability Form) shall be maintained against bodily injury, personal injury and property damage in limits of not less than \$1,000,000 per occurrence with a minimum of \$2,000,000 aggregate.
- 7. Additional Insured Requirements Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Bay District Schools, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Bay District Schools, political subdivision of the State of Florida, its officers, employees and agents, with Contract number 02-35. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the District prior to any adverse

changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of this agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limit of liability of the District.

- 8. Waiver of Subrogation Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then bidder shall agree to notify the insurer and request the policy be endorse with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.
- **9. Deductible Amounts** All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this contract.
- **10. Right to Review** District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

CONTRACTOR RESPONSIBILITY

- 1. **Contractor Materials:** The Contractor must furnish and pay all necessary expenses for labor, supervision, equipment and materials required to provide all services as specified and listed herein.
- 2. Patent Fees, Royalties, and Licenses: If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the District from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the District from any cost, expense, royalty or damage which the District may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.
- 3. Variances to Specifications: Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.
- 4. **Permits:** The Contractor shall be responsible for obtaining all permits, licenses, certifications, conforming to legislation, as required by all Federal, State, County, Municipal, Laws, Statutes, Regulations, Codes, and Ordinances during the performance of the work specified and listed herein.
- 5. Familiarity with Laws: The Contractor shall be aware of all Federal, State and local laws, statutes, ordinances, rules and regulations that may affect the scope of work specified herein. Ignorance of the law shall in no way relieve the Bidder from his or her responsibility.

- 6. Indemnification: The Contractor agrees to protect, defend, reimburse, indemnify and hold the District, its agents, employees and elected officers free and harmless at all times from any and all claims, liability, expenses, losses, suits, costs, fines and damages by or damage in connection with Contractor's performance under the contract. The Contractor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the Contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.
- 7. Damage to Property: The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called. In the event damage occurs? The Contractor shall notify site administration immediately.

SECURITY REQUIREMENTS

1. FINGERPRINTING & BACKGROUND CHECK: The Contractor agrees to comply with all requirements of Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act) by certifying that all employees who will be on schools' grounds shall have completed this <u>mandatory background screening</u> as required by the referenced statutes and meet the standards established by the statutes and or meet all requirements of the District. These certifications will be provided to the Bay District Schools, Purchasing Department in advance of the vendor/Contractor providing all services as required herein.

The Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/Contractor and its employees.

The Contractor will follow procedures for obtaining employees background screening as established by the Bay District Schools Human Resources Department.

Where:	Bay District Schools		
	520 School Avenue		
	Panama City, FL 32401		
When:	Monday-Thursday		
	7:30-4:00		
Point of Contact:	850-767-4347		

- 2. Identification Badge: It shall be mandatory for all Contractor employees to wear the District Contractor Identification Badges at all times while on any district properties. Failure to comply with said requirement may result in the employee in question being restricted from working at any District Facility.
- 3. Firearms & Weapons: The procession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Florida Statutes # 790.115
- 4. **Drug Free Workplace:** All Contractors will be required to have a Drug Free Work Program for the duration of the contract period, as per **Florida Statutes 287.087.**
- 5. Building Security: It shall be the sole responsibility of the Contractor to assure that all doors utilized while rendering services are secure at the end of the work period or day.

- 6. **Keys:** The Contractor shall be responsible for any lost keys, card keys and any inherent damages (i.e. re-keying the whole facility). This cost shall be withheld from payment(s). The decision to re-key the facility is solely that of the Site Manager.
- 7. Vehicles: The make, model, year, color, and license plate number of all vehicles to be utilized in the performance of this contract and or on District property will be on file with the Bay District Schools, Safety and Security Department. Vehicles not listed could be subject to search or removal at the District's option.
- 8. Unauthorized Personnel: At no time shall Contractor allow any people into the building other than bona fide employees of the Contractor. At no time shall Contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

SAFETY REQUIREMENTS

- 1. **OSHA Compliance:** Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, the Florida Division of Safety and the Department of Education, whichever is applicable.
- 2. Material Safety Data Sheets: The Contractor shall provide a copy of the Material Safety Data Sheet (MSDS) for all chemicals required to complete the scope of work as required herein. The Contractor shall maintain, update as needed, an on-site MSDS listing of all products in use. This listing will be centrally located, easily accessible to all Contractor and District employees.
- 3. Safety Signs & Tags: The Contractor shall use caution signs and out of service tags as required by OSHA Regulation Standard 29 CFR 1910.144 and 1910.145 at no additional cost to the District.
- **4. Hazardous Conditions:** The Contractor shall report any hazardous conditions and items in need of repair to the Site Administrators when discovered.
- 5. Safety Requirements: The Contractor shall assume full responsibility of the controls, directions, labor, mode, and manner of doing the work as specified herein. All work is to be done by Contractor's employees and wholly at the risk of the Contractor. The Contractor will/shall ensure safe performance of the work with particular attention to any/all OSHA safety requirements.

BILLING, INVOICING & PAYMENT

- 1. **Payment Terms:** Invoices shall be for services rendered in the previous month as per General Conditions #10 on page one (1). All payments shall be less any deductions for inadequate or missed services, purchase of materials/machineries and other items as enumerated in the scope of work listed herein.
- 2. Billing: Invoices and inventory listing shall be submitted for services rendered at each school site. Blanket or lot billing is not allowed.

Bay District Schools Bid Request 22-11 Page 13 of 22

- **3. Invoices:** Contractor shall submit an invoice for each District site receiving service. Each invoice submitted may include some of the information listed below depending on the type of service required or requested.
 - a. Invoice number
 - b. Date of Service
 - c. School Name/Site Name
 - d. Point of Contact
 - e. Number of fire extinguishers units serviced by type and size.
 - f. Make, model, type and serial number of equipment serviced
 - g. List of parts used
 - h. List of chemicals used
 - i. Technical and repair services preformed
 - j. Itemized cost breakdown of service charge, labor, cost of parts.
 - k. Itemized cost breakdown of miscellaneous charges

Mailing Address:

Bay District Schools Purchasing Department 1150 West 17th Street Panama City FI, 32405 Attn: Susan Beauchene Bay District Schools Facility Department 1311 Balboa Ave Panama City Fl, 32401-2080 Attn: Karen Hall

4. Inspection Penalties: Penalties shall be accessed for any commercial fire suppression equipment, ventilation system and fire extinguishers not properly inspected, certified, tagged, cleaned, repaired and serviced during the time frame specified herein. All penalties will be accessed and calculated via State, County, City and District inspection reports, with the cost for each service not rendered, being deducted from the Contractor monthly billing.

CONTRACTOR EMPLOYEES

- 1. Contractor shall be responsible for the supervision and direction of work performed by its employees. Bay District Schools shall not exercise any control or supervision over Contractor's employees.
- 2. Contractor employees shall observe the rules and policies of Bay District Schools while working on any school premises. Hours of service will be mutually agreed upon by site of work Manager and Contractor.
- 3. Contractor employees will refrain from smoking or use of tobacco in any facility, property or vehicles owned by Bay District Schools in accordance with <u>SBE Rule 2.113</u>. Any person wishing to use tobacco products must leave the school grounds to do so.
- **4.** Contractor's employees shall not operate in any method, school computers, telephones or other equipment. However, limited local emergency telephone calls may be completed.
- 5. Contractor's employees shall refrain from the use of vulgarities while on school board property.
- 6. All Contractors' employees shall wear proper attire for the work required. Clothing shall have no vulgarities or sexually suggestive graphics.

- **7.** Employees of Contractors shall not have contact with District staff outside of appointed staff and/or administrator's hours as determined necessary by the facility managers.
- 8. At no time shall any employee of the Contractor be deemed an employee of Bay District Schools. The Contractor will accept full and exclusive responsibility and liability for compliance with all laws and regulations related to the payment of withholding taxes, tax contributions, expenses, commissions and benefits including, but not limited to, Social Security contributions, workers' compensation fees, and health care premiums.
- **9.** Bay District Schools retains the right to require the Contractor to dismiss any employee deemed incompetent, careless, insubordinate, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of Bay District Schools in connection with Contractor's performance under the contract. Dismissed personnel are restricted from and shall not be allow to return to any district site (s) without the submission of a written request from the Contractor asking for approval from the district for said employee(s) to return to service. The Contractor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the Contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.

ATTACHMENT A

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to ____

by _____

(print name of the public entity)

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is ____

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

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other states and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: 1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ______ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____, 2022.

NOTARY PUBLIC My commission expires: **Notary Stamp**

Form PUR 7068 (Rev. 04/10/91)

ATTACHMENT B CONFLICT OF INTEREST STATEMENT

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this bid.

SECTION I

I hereby certify that no official or employee of Bay District Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, ZIP Code

SECTION II

I hereby certify that the following named Bay District Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 830 W. 11th Street, Panama City, FL 32401, prior to proposal opening.

Name	Title or Position	Date of Filing
Name	Title or Position	Date of Filing
Signature	Company Name	
Print Name of Certifying Official	Business Addres	S
	City, State, ZIP C	ode

ATTACHMENT C DRUG-FREE WORKPLACE Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an 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.

Bidder's Signature:

EXHIBIT A COMMERCIAL FIRE SUPRESSION, VENTIALTION EQUIPMENT INFORMATION KITCHEN EXHAUST HOODS

SCHOOL	MANUFACTURER	MODEL#	SECTIONS	SIZE	SQ FT
Arnold	Larkin	AC 111069	4	69" x 111"	53.2X4 = 212.8
Bay High (Hood 1)	CaptiveAire	5724 NFR	2	60" x 96"	40X2 = 80
Bay High (Hood 2)	CaptiveAire	5724 NFR	2	60" x 102"	42.5X2 = 85
Bay High (Hood 3)	CaptiveAire	5724 NFR	1	57" x 144"	57
Beach	CaptiveAire	5424-ND-2	2	54" x 168"	6.X2 = 126
Bozeman (Hood 1)	CaptiveAire	6030 SW	1	49	49
Bozeman (Hood 2)	CaptiveAire	6030 SW	1	49	49
Bozeman (Hood 3)	CaptiveAire	6030 SW	1	57.75	57.5
Bozeman (Hood 4)	CaptiveAire	6030 SW	1	57.75	57.5
Breakfast Point	CaptiveAire	5424-ND-2	2	54" x 162"	60.75x2 = 121.5
Callaway	Grease Master	GIC-2	2	66" x 156"	71.5x2 = 143
Cedar Grove	CaptiveAire	5424-ND-2	2	54" x 144"	54x2 = 108
Cherry St	CaptiveAire	5424-ND	2	54" x 168"	63X2 = 126
Deer Point	CaptiveAire	6024 NFR	2	60" x 168"	70X2 = 140
Haney (Hood 1)	Cambridbe Engineering	2983	1	100" x 102"	70.83
Haney (Hood 2)	Cambridbe Engineering	2983	1	52" x 132"	47.67
Hiland Park	CaptiveAire	6030 ND-2	2	104" x 139"	101
Jinks	CaptiveAire	5424 R	4	54" x 96"	36X4 = 144
Lucille Moore (Hood 1)	Grease Master	GWC-2	2	54" x 96"	36X2 = 72
Lucille Moore (Hood 2)	Grease Master	GWC-2	1	54" x 96"	36
Lynn Haven	Duo Air	T168 MOD	2	54" x 168"	63X2 = 126
Merritt Brown (Hood 1)	Sun Air	WHE 126	2	54" x 126"	47.25x2 = 94.5
Merritt Brown (Hood 2)	Sun Air	WHE 126	1	54" x 96"	36
Millville	Larkin	SC 18057	2	57" x 180"	71.25X2 = 142.5
Mosley	Greenheck	n/a	4	48" x 120"	40X4 = 160
Mowat	n/a	n/a	1	114" x 132"	104.5
New Horizons	CaptiveAire	5424-ND-2	1	54" x 129"	48.375
Northside	H & H Metal Fab.	n/a	1	96" x 116"	77.33
Parker (Hood 1)	Avtec	AFDP	2	60" x 180"	75X2 = 150
Parker (Hood 2)	Avtec	AFIP	1	60" x 132"	55
Patronis (Hood 1)	Grease Master	GWC-3	2	66" x 91"	41.7X2 = 83.4
Patronis (Hood 2)	Grease Master	GWC-3	1	66" x 108"	49.5
Patterson	CaptiveAire	6024 NFR	2	60" x 132"	55X2 = 117
Rosenwald	CaptiveAire	6024 NFR	2	60" x 180"	75X2 = 150
Rutherford	Duo Air	T168 MOD	4	54" x 168"	63X4 - 252
Southport	n/a	n/a	1	114" x 132"	104.5
St. Andrews at OT	CaptiveAire	5424 ND	2	54" x 156"	58.5X2 = 177
Surfside (Hood 1)	Sun Air	WHE 126	2	54" X 126"	47.5X2 = 94.5
Surfside (Hood 2)	Sun Air	WHE 126	1	54" x 96"	36
Tommy Smith	Southern Engineering	250-HVX-FM	4	54 x 96"	36X4 = 144
	Larkin	SC 18660		60" x 186"	
Tyndall Waller	Greenheck	GHSUX-8.5-S	2	48" x 102"	77.5X2 = 155 34
				48" x 96"	34 32
Waller	Greenheck	GHSU-8-S	1		
Waller	Greenheck	GHSUX-8.5-S	1	48" x 102"	34
Walsingham Academy	CaptiveAire	6030ND-2	2	60" X 134"	111.7
West Bay	CaptiveAire	5424 NFR	2	54" x 132"	49.5X2 = 99

9200

9240

9100

9205

9128

9210

Transportation

Warehouse

Nelson Bldg.

Stadium Total

Special Services Ctn.

Safety & Security Office

FIRE EXTINGUISHER COUNT – APRIL 2022							
CC #	School/Dept.		#	Contact Name	Phone		
0551	Arnold High		137	Britt Smith	767-3700		
0061	Bay High		138	Billy May	767-4600		
0081	Beach Elem		48	Glenda Nouskhajian	767-5195		
0541	Bozeman Learning		97	Ivan Beach	767-1300		
0571	Breakfast Point Acad.		77	Clint Whitfield	767-1190		
0101	Callaway Elem		51	Andra Phillips	767-1241		
9140	Student Support Ctr @ CCW		12	Tammy Connell	767-3965		
0091	Cedar Grove Elem		73	Sheila Wojnowski	767-4550		
0111	Cherry St Elem		53	Bryan Long	767-1480		
0461	Deer Point Elem		50	Rebecca Reeder	767-5462		
0481	Haney Tech College		97	Ann Leonard	767-5500		
0151	Hiland Park Elem		48	llea Faircloth	767-4685		
0161	Jinks Middle		61	Blythe Carpenter	767-4695		
0131	Lucille Moore Elem		32	Christina Bordelon	767-1428		
0171	Lynn Haven Elem		75	John Cannon	767-1454		
0071	Merritt Brown Middle		40	GeLonda Martin	767-3976		
0281	MK Lewis School		35	Lori Hast	767-1792		
0491	Mosley High		112	Brian Bullock	767-4400		
0331	Mowat Middle		90	Ed Sheffield Jr.	767-4040		
0531	New Horizon Center		20	Gordon Pongratz	767-1110		
0471	Northside Elem		51	Lora Frowert	767-1506		
0211	Parker Elem		80	Chris Coan	767-4570		
0521	Patronis Elem		56	Brooke Lloyd	767-5075		
0291	Patterson Elem		57	Charlotte Blue	767-4675		
0581	Rosenwald High		69	Jonathan McQuagge	767-4580		
0341	Rutherford High		170	Coy Pilson	767-4500		
0221	Southport Elem		54	Todd Harless	767-1636		
0241	St Andrew School		45	Becky Balentine	767-4595		
0201	Surfside Middle		60	Matt Pitts	767-5180		
0511	Tommy Smith Elem		42	Debra Spradley	767-1688		
0501	Tyndall Academy		87	Kim Kirkman	767-1714		
0251	Waller Elem		39	Gina McNally	767-4341		
0262	West Bay Elem		45	Deniece Moss	767-1850		
0611	Walsingham Academy		45	Amy Harvey	767-5475		
9230	Maintenance		32	Jerry Smith	767-1817		
	I		1				

185

34

46

17

10

26

2596

Michael Carter

Frank Killinger

Lee Walters

John Haley

Doug Boortz

Christian Langley

767-4492

767-4648

767-4205

767-5378

767-1663

767-1820

EXHIBIT B FIRE EXTINGUISHER COUNT – APRIL 2022

2.

3.

BID FORM #22-11

Fire Suppression Hoods and Ventilation Systems.

1. Inspection, tagging, cleaning of commercial fire suppression hoods and ventilation systems.

	Small System:	Price \$
	Medium System:	Price \$
	Large System:	Price \$
	X-Large System:	Price \$
	Flat Rate per System:	Price \$
	Rate pricing shall include all equipmer guration	t and systems regardless of size and
Initial	Service Total Cost:	\$
		cable Extinguisher: \$
High	Pressure Hydrostatic Testing of Appli	cable Extinguisher: \$
Fire S	Suppression Systems – Repairs: \$	per hour

Portable Fire Extinguisher

4. Unit price of inspecting, cleaning, tagging and inventory of portable extinguisher as follows: CO2 and Dry Chemical.

UNIT PRICE: \$_____

5. Price for Dry Chemical Recharge:

2 ½ #	\$ 5 #	\$
6 #	\$ 10 #	\$
20 #	\$	
Bracket:	\$	

6.	Price for C	O2 Recharge:	10 #\$	
	3 <i>#</i> 15 <i>#</i>			\$
	-			Φ
	Bracket:	\$		
7.	Purchase I	Price – Dry Chemical	Extinguisher, In	stalled:
	2 ½ #	\$	5 #	\$
	10 #	\$	20 #	\$
	Bracket:	\$		
В.	Purchase I	Price – CO2: Extingui	sher, Installed:	
	15 #	\$		
	20 #	\$		
	Bracket:	\$		
Э.	Low Press	ure Hydrostatic Testi	ng of Applicable	e Extinguisher:
		\$		
	High Press	sure Hydrostatic Test	ing of Applicabl	e Extinguisher:
		\$		
	*****	***************************************	******	*******************************
		CLAIMING	LOCAL PRE	FERENCE
		5% Discount Request	t ed - Our busines	s is requesting a 5% local preference
	based on th	he fact that our MAIN/H	IOME office is loo	cated in Bay County. It is located at:
	:	3% Discount Request	t ed - Our busines	s is requesting a 3% local preference
				Bay County. It is located at:
				·

Will you accept Visa as a form of payment (with no surcharge)?	Yes	No
--	-----	----