



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:
March 15, 2019

PURCHASING CONTACT & TELEPHONE:
Travis Thrash 850.469.6207
tthrash@escambia.k12.fl.us

RFP TITLE:
Generator Replacement, Preventative Maintenance, & Repair

RFP NUMBER:
192303

RFP OPENING DATE & TIME:

April 16, 2019 2:00 PM, CENTRAL TIME

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

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 Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

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

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER 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. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The purpose of this Request For Proposal (RFP) is to establish an Agreement to replace existing diesel-powered generators with natural gas-powered generators for approximately ten (10) sites throughout the Escambia County School District. Services will include but not be limited to removal of the old generators and associated fuel tanks and procurement, delivery, installation, and hook-up of the new generators. This RFP also includes preventative maintenance and as-needed repairs for all new generators after installation through the term of this Agreement. See Attachment A for a list of locations and current generator models. Upon mutual written agreement and approval of the School Board of Escambia County, Florida, the Agreement will be issued in one (1) year increments for up to a total of five (5) years. The initial term of the Agreement will be June 1, 2019 through May 31, 2020. **This RFP shall be awarded on an all or none basis.** All pricing proposed herein shall be firm throughout the first year of the Agreement.

Proposals will only be accepted from Responders who attend the MANDATORY Pre-Proposal Conference(s) and all site visits.

CALENDAR OF EVENTS	
RFP Posting Date	Friday, March 15, 2019
Mandatory Pre-Proposal Conferences (See Page 14)	Monday, March 18, 2019 at 7:30 a.m., CST and Tuesday, March 19, 2019 at 7:30 a.m., CST (if needed)
Deadline for Questions (See Pages 5 – 6, Section II. V and Pages 8 – 9, Section III. N)	Tuesday, March 26, 2019 at 12:00 p.m., CST
Answers to Questions and Any Addendums Posted By (See Pages 8 – 9, Section III. N)	Tuesday, April 2, 2019 at 12:00 p.m., CST
RFP Opening / Unit Specifications Due (See Page 1 and Page 8, Section III. L)	Tuesday, April 16, 2019 at 2:00 p.m., CST
RFP Evaluation	Wednesday, April 24, 2019 at 1:30 p.m., CST
Agreement Start Date	Saturday, June 1, 2019

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder", "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. RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All Proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All Proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure

provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

- C. **WARRANTY:** All goods and services furnished by the 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.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the 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 Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the 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.
- I. **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.
- J. **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.
- K. **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.

- L. **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.

- M. **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.

- N. **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.

- O. **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.

- P. **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.

- Q. **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.

- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by 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.
- S. 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 sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. 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 Purchasing 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.
- U. 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.
- V. CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent, in writing, no later than **Tuesday, March 26, 2019 at 12:00 PM, CST**. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual

outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Proposal.

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

III. SPECIAL CONDITIONS

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

- A. 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/rate schedules proposed herein shall be firm through the first year of the contract.

For successive renewal years, adjustments to rates established in Attachment B, Cost Quotation, 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 December of each year. Any requests for adjustments must be submitted in writing to the Purchasing Department no later than February 1st of each following year. Rate adjustments will not be automatic. Current year pricing **will** be retained for an additional, successive year if the CPI-U 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 Purchasing Department will provide notification of allowable increases, if applicable, by March 1st.

- B. LICENSE:** Responder must be licensed and bonded to do business in Escambia County, Florida and/or the State of Florida.
- C. PRIOR EXPERIENCE:** In response to this RFP, the Responder shall furnish evidence of having successfully procured and performed installation, hookup, and maintenance services on

comparable equipment for at least three (3) consecutive years, and shall have been actively engaged in such operations within the last three (3) years.

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 vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

E. THE RESPONDER AS AN INDEPENDENT CONTRACTOR: 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.

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.

F. CONFLICT OF INTEREST: The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

G. 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.

H. 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.

I. 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.

J. EX PARTE COMMUNICATION:

1. Ex parte communication, whether verbal or written, by any potential Responders or representatives of any potential Responders to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document,

is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer.

2. Ex parte communication whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Responders' offer.
3. Any current meetings the Responder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding the RFP.

K. 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.

L. UNIT SPECIFICATIONS: Responder shall provide the generator's manufacturer's full specifications, including but not limited to, photos or drawings and full manufacturer's warranty information for each generator model proposed for installation in the Responder's Cost Quotation. The District shall have sole discretion in accepting or rejecting a Responder's proposed generator model.

Specifications shall be sent to ECSD, Purchasing Dept., 75 North Pace Blvd., Pensacola, FL 32505, Attn: Travis Thrash. **Specifications must be received by 2:00 PM on Tuesday, April 16, 2019.**

All specifications must be properly labeled on the outside of the package with the RFP item number and the name of the Responder submitting the specifications.

M. INVOICING AND PAYMENTS: Upon completion of work at each location, a detailed invoice may be submitted to the Maintenance Department. All invoices must reference the purchase order number and the name of the location. Invoices will **not** be approved for payment until the work has been inspected and accepted by the designee of the Maintenance Department.

N. COMMUNICATION AND QUESTIONS: Due to time constraints, it is recommended Responders send any questions they may have regarding this solicitation to the designated Purchasing Agent 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 **Tuesday, March 26, 2019 at 12:00 PM, CST.**

All changes in the specifications contained within this RFP will be made by Addendum. All Addendums concerning this RFP will be posted to the Purchasing Department's webpage located at <http://ecsd-fl.schoolloop.com/purchasing/bids>. It is the sole responsibility of each Responder to contact the Purchasing Agent responsible for this solicitation or visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted to the Purchasing Department's Current Bid Activity webpage by **Tuesday, April 2, 2019 at 12:00 PM, 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 members regarding this RFP are subject to disqualification from participating in this solicitation.**

Travis Thrash, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: tthrash@escambia.k12.fl.us

- O. 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.
- P. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. “Companies” is defined to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. The respondent is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists form included within this solicitation. Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the District determine, on a case-by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.
- Q. MISCELLANEOUS:**
1. The District will not be liable for any cost incurred in the preparation of Proposals.
 2. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
 3. The Proposer shall furnish the District such additional information as the District may reasonably require.
 4. The District will not be liable for any costs not included in the Proposal and subsequent contracted-for-costs.
 5. The District reserves the right to reject any and all Proposals, and the right, in its sole discretion, to accept the Proposal it considers most favorable to the District’s interests. The District further reserves the right to reject all Proposals and to seek new Proposals when such a procedure is reasonable and in the best interest of the District.

6. The District reserves the right to waive any of the conditions or criteria set forth in this RFP.
7. The contract cannot be assigned to a sub-contractor without the prior written approval of the District.

IV. SPECIFICATIONS AND SCOPE OF WORK OR SERVICES

The Responder shall supply all labor, materials, equipment, and other supplies necessary to remove old generators and associated fuel tanks from District property and procure, deliver, install, hook up, inspect, maintain, and repair commercial, natural gas-powered generators for District locations as assigned by the Maintenance Department. The Maintenance Department shall be responsible for draining any remaining fuel, and will retain or dispose of the fuel at the sole discretion of the Maintenance Department. Installation and hookup services performed shall be "white glove." Within this RFP, "white glove" is defined as conforming to the manufacturer's specifications and warranty and including all steps necessary to allow the generators to function at full capacity upon Responder's completion of work. The awarded Responder shall coordinate all work with the District's Maintenance Department or designee. The awarded Responder's employees must be badged by the Escambia County School District or through the State of Florida.

- A. The awarded Responder shall provide a detailed Project Cost Proposal for each replacement project assigned by the Maintenance Department based on the costs established in Attachment B, Cost Quotation. Responder shall provide with each Project Cost Proposal a proposed preventative maintenance schedule for the generator proposed for installation in the respective project per Section IV.H. (Page 11). Project Cost Proposals and their respective proposed preventative maintenance schedules for the initial generators listed in Attachment A must be provided in a separate, sealed envelope for evaluation purposes.
- B. Generators provided under this agreement must be new (i.e. not used or refurbished), and must meet or exceed the performance and safety specifications of the generators currently in use at each location. See Attachment A for model numbers and wattage of initial generators to be replaced.
- C. No generator provided under this agreement shall be fitted with an Automatic Switch Company (ASCO) transfer switch.
- D. Responder shall provide a warranty for generators procured and installed under this agreement. All warranty-related repairs and/or replacements shall be completed at no cost to the District. Warranties provided shall be five (5) years in length, of which at least the first three (3) years shall include all parts, materials, and labor. Any final years shall include the generator's engine and alternator. If the manufacturer's warranty applies for any generator in need of maintenance, repair, or replacement, then the Responder shall coordinate warranty fulfillment with the manufacturer at no cost to the District.
- E. The Responder shall obtain all permits and incur fees as required by current federal, state, and local laws and regulations. The Responder will be expected to maintain proper equipment, permits, and licensure as required by current laws and regulations. Any sub-contractors employed by the Responder in fulfillment of this Agreement must meet or exceed licensure requirements set forth by all federal, state, and local laws and regulations.
- F. Installations shall be completed by order of importance. The order of importance shall be determined at the sole discretion of the Maintenance Department. Current order of importance is listed in Attachment A; however, this order is subject to change.
- G. Installation and hookup services shall be "white glove," as defined above, and shall including but not be limited to, installing and connecting natural gas lines and cutoff valves (one (1) cutoff valve at the point of service and one (1) cutoff valve on the generator apparatus), installing and connecting required electrical wiring, performing initial startup, and executing an eight (8) hour load bank test. This initial load bank test shall be performed immediately to ensure that the new

generator is fully operational and working properly. A second, four (4) hour load bank test shall be performed within the final ninety (90) days of the third year of the warranty period.

- H. Through the term of this agreement, Responder shall be required to provide inspection and preventative maintenance services for each generator installed under this Agreement. Responder shall provide with each of their Project Cost Proposals a proposed preventative maintenance schedule for the generator proposed for installation in the respective project. Responder's proposed preventative maintenance schedules must meet or exceed the combined requirements of both Attachment C – Scheduled Maintenance Services, and the respective generator's manufacturer's recommended preventative maintenance schedule. The name of the location of the respective project and the make and model of the respective generator shall be listed on the first page of each proposed preventative maintenance schedule at the top of the page. The cost of each scheduled maintenance interval for the respective generator shall be listed in each proposed preventative maintenance schedule. A copy of each proposed preventative maintenance schedule **with pricing omitted** must be provided with the Responder's Questionnaire and Response to allow for unbiased evaluation.

Specific dates of preventative maintenance shall be coordinated with the Maintenance Department. The District shall require at least one (1) oil and filter change per calendar year to be completed between April 1 and May 31 in preparation for hurricane season. If the respective generator's manufacturer's specifications require any additional oil or filter changes outside of the District's annual requirement, then Responder shall complete additional oil and/or filter changes pursuant to the respective manufacturer's specifications. The annual District-mandated oil and filter change may be bypassed at the sole discretion of the District, and only with written approval from the Maintenance Department or designee.

Upon award and at any time during the term of this Agreement, the District reserves the right to negotiate with the awarded Responder to amend the preventative maintenance schedule to the extent where it adheres to the manufacturer's specifications and warranty for any generator installed under this Agreement.

- I. Responder shall maintain complete on-site records of each site visit stating the nature of the visit. In the event that the visit initiates the need for a repair, a service record detailing the nature of the problem, the corrective action needed, and an estimated completion time shall be provided to the designated Maintenance Department representative. Prior to the commencement of work, repairs not covered in full by the Responder's warranty must be approved by the Maintenance Department Director, or designee. All site visit records must be signed by a designated Maintenance Department representative to verify the visit and the work completed.
- J. Responder shall submit an official, written Site Visit / Service Report to the Maintenance Director, or designated representative, within five (5) business days following completion of the work. A copy of the signed site visit record (Paragraph J, above) shall be attached to the official Site Visit Report.
- K. Responder shall provide On-Call Service Repairs and Force Majeure Repairs. An On-Call Service Repair is defined as any non-preventative maintenance repair not caused by a Force Majeure event. (See Section III. O.) Responder shall provide hourly bill rates, a discount off of the Manufacturer's Suggested Retail Price (MSRP) for all parts and materials used to repair or replace equipment/systems, and a maximum shop supplies fee per repair request as part of their Cost Quotation (see Attachment B). The hourly bill rates, MSRP discount, and maximum shop supplies fee per generator shall apply to all generators provided under this Agreement. Hourly bill rates shall be billable in fifteen (15) minute increments. Billing shall commence at the time of check in by Responder's personnel at a District facility's front office. The District shall allow a four (4) hour minimum per repair request. The awarded Responder shall provide a local or toll-free telephone number for On-Call emergency service and Force Majeure Repair requests.
1. Standard Repairs: Standard repair service shall be performed by the awarded Responder on an as needed basis upon notification from the District. All standard repairs shall begin

within twenty-four (24) hours of request for service from the District and shall be completed as required to bring the system back to proper operation. Standard repairs will be provided during normal working hours of the facility where the equipment is located.

2. **Emergency Repairs:** The awarded Responder shall have at least one (1) certified technician available for on-call emergency repair service on a 24-hour per day/365-day per year basis. On-call emergency repair is defined as repair service occurring outside of the normal working hours of the facility where the equipment is located. On-call emergency repairs shall be provided within four (4) hours of request by the District.
3. **Force Majeure Repairs:** The District expects to be first priority after a Force Majeure event. A Force Majeure Repair is defined as any repair cause by a Force Majeure event. (See Section III. O.) Responder shall have a technician on site within four (4) hours of request by the District.

In the event that the awarded Responder does not meet the time requirements listed above, the awarded Responder shall be responsible for the full cost of any repair services procured by the District through a third party. All repairs shall be performed in accordance with the Manufacturer's specifications and warranty.

- L. Responder shall maintain access to a full stock of equipment and supply parts for maintenance and repair as needed.
- M. The Responder shall be required to maintain an Escambia County office or an office with a toll free number staffed with administrative personnel able to respond to all communication, inquiries, and requests from the District.
- N. **The Responder will be solely responsible for any and all damages incurred to District property during the delivery, installation, hookup, maintenance, and/or repair of any generator provided under this Agreement. At the start of the work, electrical switches that may be accidentally activated shall be locked out. Care shall be taken to ensure that any control voltage which may come from a separate source is also locked out prior to starting work.**
- O. Responder shall maintain a clean work area. All non-hazardous, work-related trash materials shall be properly disposed of. All hazardous materials and/or chemical waste shall be disposed in accordance with EPA guidelines. The District reserves the right to keep all or a portion of any parts or material, including but not limited to the generators in their entirety, replaced by the Responder, while performing work under this agreement. Responder shall notify the Maintenance Department before disposing of any parts or material replaced under this Agreement. District dumpsters shall **not** be used for disposal unless express consent is provided by the Maintenance Department.
- P. Responder shall notify a designated Maintenance Department representative prior to their arrival to a District facility. Upon arrival, Responder shall check in with the school's office personnel. Upon completion of work and prior to departure, Responder shall check out with the school's office personnel and notify the designated Maintenance Department representative that work has been completed.
- Q. The terms and conditions of this RFP may be extended to additional locations at the discretion of the District. For generator purchases pertaining to locations not specifically listed in this RFP, Responder shall provide the Maintenance Department and the designated Purchasing Agent with three quotes for the respective generator model before procuring the generator to demonstrate that the Responder has employed competitive purchasing practices. The District reserves the right to procure any generators for locations not specifically listed in this agreement separately from this agreement.

V. QUESTIONNAIRE AND RESPONSE

The Responder shall provide the information requested in this section and submit it in the manner prescribed in section VIII.C (See Pages 15 - 16). The full number of points for each section below will be awarded to the respective response deemed by the committee to be the most favorable to the District. All other responses shall be awarded some quantity of points less than the full quantity available for the respective section, at the discretion of the evaluation committee.

A. COMPANY BACKGROUND AND EXPERIENCE (MAXIMUM – 10 POINTS):

1. Provide a brief company biography, limited to two (2) pages, including: general information on the company, the location of Corporate headquarters and number of branch offices, and the location of the office from which the work for the District would be performed.
2. State the number of years of experience the Company has with regard to installation and maintenance of commercial generators.
3. The Responder must have a minimum of two (2) qualified, full-time technicians. Each technician must have completed factory training course(s) with the manufacturer of the equipment to be installed and maintained and must possess current certification to install and maintain said equipment.
 - a. State the names of the technicians who will be providing service under this Agreement as well as their years of experience in installing and maintaining this type of equipment.
 - b. List the current certifications as specified for each of the technicians.
 - c. Submit a copy of the current certifications for each technician.
4. Provide a copy of your current State of Florida Business license. Pending licenses will not be accepted.
5. Provide copies of the licensure required to perform the work outlined in this RFP, including but not limited to, electrical licensure and natural gas line installation licensure. The licensure provided shall be verified with the Florida Department of Business & Professional Regulation (DBPR). Pending licenses will not be accepted.

B. REFERENCES (MAXIMUM – 10 POINTS):

Provide a list of references for which you have performed similar services as proposed in this RFP. References must be from at least three (3) different entities. The reference list shall include: the client's name, address, contact name, phone number, email address (if available), type and model of equipment installed and serviced, and the length of time that your company has held a contract for services with the reference. By providing the reference information, you are authorizing the District to contact the reference to ask questions and obtain information relative to your performance with said reference. Past performance with the District may be considered.

C. PROPOSED PREVENTATIVE MAINTENANCE SCHEDULES (MAXIMUM – 20 POINTS):

Provide a copy of the proposed preventative maintenance schedule for each generator proposed for installation under this Agreement pursuant to Section IV.H. (Page 11). The name of the location of the respective project and the make and model of the respective generator shall be listed on the first page of each proposed preventative maintenance schedule at the top of the page. The copy provided in response to this section must not include pricing.

VI. COST / RATE SCHEDULE (MAXIMUM – 60 POINTS)

In a separate sealed envelope, provide a completed Cost Quotation (See Attachment B) for the services described in Section IV – Specifications and Scope of Work or Services. No pricing will be given consideration until all Proposals are evaluated based on qualification items in the above Section V –

Questionnaire and Response. See Attachment A for a detailed description of the items to be covered under this Agreement.

The most responsive and competitive Cost Quotation shall be awarded the full quantity of available points for this portion of the RFP. All other responses shall be awarded some quantity of points less than the full quantity available, at the discretion of the evaluation committee.

VII. EVALUATION CRITERIA

Points will be awarded based on the responses in each Proposal received. The number of points in parenthesis is the total potential points for award.

A. QUESTIONNAIRE AND RESPONSE (40 POINTS)

B. COST / RATE SCHEDULE (60 POINTS)

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, if any, such information will be assigned. 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 RFP will be awarded to the Responder deemed to be, overall, the most responsive and capable to meet and perform according the RFP specifications and scope of work or services.

VIII. 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 will be 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, March 18, 2019 from 7:30 AM to 3:00 PM, CST in the Maintenance Conference Room**. Roughly thirty (30) minutes shall be taken at the beginning of the conference to review the Request For Proposal (RFP). Site visits at each location identified in Attachment A will immediately follow the RFP review to allow for the inspection of each generator identified for replacement under this Agreement. During the site visits, Responder shall exercise due diligence in identifying all facets of work to be performed during the installation and hookup process. A second conference will be held, if necessary, on the following day, **Tuesday, March 19, 2019 from 7:30 AM to 3:00 PM, CST** to accommodate any site visits not completed on the first day. If held, this second **mandatory** conference shall begin with a short meeting in the Maintenance Conference Room. 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 disconnect any gauges, wiring, etc. from the units.

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

B. QUESTIONS:

Questions shall be submitted in writing following the Mandatory Pre-Proposal Conference and subsequent school site visits.

Due to time constraints, it is recommended that Responders send questions using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. All communication shall be addressed per Pages 8 – 9, Section III. N. The deadline for submitting questions concerning this RFP is **Tuesday, March 26, 2019 at 12:00 PM, CST**. All changes in the

specifications contained within this RFP will be made by Addendum. All Addendums concerning this RFP will be posted to the Purchasing Department's webpage located at:

<http://ecsd-fl.schoolloop.com/purchasing/bids>

It is the sole responsibility of each Responder to visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted by **Tuesday, April 2, 2019 at 12:00 PM, CST.**

C. SUBMISSION REQUIREMENTS:

One (1), manually-signed original and three (3) copies of the complete Proposal must be submitted in a sealed package which must be clearly labeled "**RFP #192303 – GENERATOR REPLACEMENT, PREVENTATIVE MAINTENANCE, & REPAIR**" on the outside of the package. 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 in which the District deems fit. All Proposals must have an original, manual signature by an individual authorized to legally bind the Responder (see page 1 of this document).

1. Failure to return the following items WILL result in your Proposal not being accepted:

- a.** The **Request for Proposal (RFP) & Proposal Acknowledgement** form, located on page 1 of the RFP document, must be completed with an **ORIGINAL, manual signature (blue ink preferred)**.
- b. Questionnaire and Response:** The following items must be completed in a separate attachment and included with Responder's Proposal. Responder's company name should be listed on each page of the attachment.
 - i. Company Background and Experience:** This item must be completed per Section V.A. (See Page 13).
 - ii. References:** This item must be completed per Section V.B. (See Page 13).
 - iii. Proposed Preventative Maintenance Schedules:** This item must be provided per Section V.C. The name of the location of the respective project and the make and model of the respective generator shall be listed on the first page of each proposed preventative maintenance schedule at the top of the page. The copy provided in response to this section **must not include pricing.** (See Page 13)
- c. Cost Quotation.** Sections I - VI of this form must be completed **in their entirety** and signed with an **ORIGINAL, manual** signature. Cost Quotations must be provided in a **separate, sealed envelope** as indicated below, and must include detailed Project Cost Proposals pursuant to Section VI of the Cost Quotation. Refer to Attachment B.
- d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.** This form must be completed with an **ORIGINAL, manual** signature **(blue ink preferred)** and returned with the RFP. Refer to Attachment D.
- e. Escambia School District Risk Management Addendum:** This form must be initialed with an **ORIGINAL, manual** signature **(blue ink preferred)** and returned with the RFP. Refer to Attachment F. Contractor shall furnish proof of the required insurance by certificate of insurance prior to the start of any work.
- f.** A copy of the Responder's State of Florida Business License. Licenses must be current. Pending licenses will **NOT** be accepted.

2. **Failure to return the following items MAY result in your Proposal not being accepted, at the sole discretion of the District:**
 - a. The entire RFP document (pages 1 - 30).
 - b. **Escambia School District Public Records Addendum:** This form must be initialed with an **ORIGINAL**, manual signature (**blue ink preferred**) and returned with the RFP. Refer to Attachment E.
 - c. **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, the signature must be an **ORIGINAL** (**blue ink preferred**). Refer to Attachment G.
 - d. **Vendor Certification Regarding Scrutinized Companies List:** This form must be initialed with an **ORIGINAL**, manual signature (**blue ink preferred**) and returned with the RFP. Refer to Attachment H.

Modifications or alterations to this RFP document are prohibited and will result in the rejection of your Proposal.

Provide in a **separate, sealed envelope** one (1) original and three (3) copies of your agency's Cost Quotation (Attachment B), including all Project Cost Proposals and proposed preventative maintenance schedules, for the services described in Section IV – SPECIFICATIONS AND SCOPE OF WORK OR SERVICES above. Please print on this envelope the words "**COST QUOTATION; RFP #192303 – GENERATOR REPLACEMENT, PREVENTATIVE MAINTENANCE, & REPAIR**" followed by your agency's name. Please ensure that your company's name is notated where indicated on each page of your Cost Quotation.

All Proposals and cost quotations must be received no later than Tuesday, April 16, 2019 at 2:00 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 Proposal and Cost Quotation to the following address:

Escambia County School District
Purchasing Department
Attention: Travis Thrash, RFP #191703
75 N. 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.

IX. 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. Purchasing 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 Purchasing 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.
7. The District reserves the right to purchase unlimited quantities of services under this Agreement for any facility operated by the District.
8. The District reserves the right to increase and/or decrease quantities of goods and/or services purchased under this Agreement at the sole discretion of the District.

X. 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.** Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Purchasing 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 insure timely filing and receipt of protest by the Purchasing and Business Services Department.
- C.** 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 Purchasing 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 insure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Purchasing and Business Services Office.
- D.** Communications shall continue between the Protester and the Purchasing 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).
- E.** 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 cost and charges, the Protest Bond will be returned to the Protester.

ATTACHMENT A
Initial Generators To Be Replaced

Order of Importance	Location	Generator Brand	Wattage (KW)	Model #
1	Ransom Middle School 1000 West Kingsfield Road Cantonment, FL 32533	Unknown	35	Unknown
2	Warehouse Generator 51 East Texar Drive Pensacola, FL 32503	Onan	350	350DFCC
3	J. E. Hall Center, Main Office Maintenance Facility 30 E Texar Drive Pensacola, FL 32503	Kohler	100	100ROZJ1
4	George Stone Technical Center 2400 Longleaf Drive Pensacola, FL 32526	Onan	75	75.0DYC-15R 9594F
5	C.A. Weis Elementary School 2701 North Q Street Pensacola, FL 32505	Onan	30	30DLG-33419E
6	Molino Park Elementary School 899 Highway 97 Molino, FL 32577	Katolight	95	D95FRJ4
7	Northview High School 4100 West Highway 4 Bratt, FL 32535	Onan	80	80DGDA
8	Beulah Elementary School 6201 Helms Road Pensacola, FL 32526	Onan	17.5	17.5RDJF-4XR
9	Blue Angels Elementary School 1551 Dog Track Road Pensacola, FL 32506	Kohler	100	100ROZJ
10	McDaniel Building 75 North Pace Boulevard Pensacola, FL 32505	Kohler	350	350ROZD71

**ATTACHMENT B
Cost Quotation**

Responder shall complete Sections I – VI of this Cost Quotation, and shall list their company's name on each page in the space provided. On the final page of this attachment (Page 23), Responder shall sign and date this Cost Quotation with an **original, manual** signature. The District reserves the right to remove locations from this Agreement at the sole discretion of the District. **The terms and conditions of this RFP may be extended to additional locations as needed through the term of this agreement. See Section IV.Q (Page 12).**

SECTION I – GENERATOR COST

Complete this section by listing the Generator Brand and Model # to be provided and Generator Only Unit Cost. Generator Only Unit Cost shall include the cost of the generator unit itself, the cost of delivery to the specified location, and any taxes paid on the generator by the Responder. Delivery shall be coordinated with the Maintenance Department or designee.

Item #	Location	Generator Brand	Model #	Generator Only Unit Cost
1	Ransom Middle School			
2	Warehouse Generator			
3	J. E. Hall Center, Main Office Maintenance Facility			
4	George Stone Technical Center			
5	C.A. Weis Elementary School			
6	Molino Park Elementary School			
7	Northview High School			
8	Beulah Elementary School			
9	Blue Angels Elementary School			
10	McDaniel Building			

SECTION II – REMOVAL OF OLD GENERATORS

Complete this section by entering the costs of removing a generator which has been replaced and/or its associated fuel tank from District property. Cost shall be per project and shall include any transportation and disposal fees. The cost established in this section shall be used for all generators removed from District property under this Agreement. This cost shall not apply to projects in which the District maintains possession of the generator and/or fuel tank being replaced (See Page 12, Section IV.O). The District shall be responsible for the transportation of any retained generators and/or fuel tanks.

Item #	Description	Cost
11	Cost for Removal/Disposal of Old Generator (As Needed)	
12	Cost for Removal/Disposal of Fuel Tank (As Needed)	

ATTACHMENT B Cost Quotation

SECTION III – LABOR COSTS

Complete this section by entering the fixed hourly labor rate cost for each labor category. Labor costs established in this section shall be used for all work performed under this Agreement. Project cost proposals must present labor costs in the format of labor category and number of hours times the labor rate. **Hourly rates shall include labor burden (labor taxes & insurance) and overhead & profit.** Labor rates shall be inclusive of travel. Labor rates shall also include any equipment rental costs which may be incurred for the purpose of performing work under this Agreement. Labor Cost for “White Glove” Installation and Hookup shall include all costs incurred during installation and hookup of new generators (i.e. manpower, materials, equipment, etc.). On-Call Service Repairs and Force Majeure Repairs shall be billed under a separate Purchase Order or paid via credit card (credit card payment is preferred). Billing for all labor types shall occur in fifteen (15) minute increments. Billing shall commence at the time of check in by Responder’s personnel at a District facility’s front office. The District shall allow a four (4) hour minimum per repair request. **All labor and materials shall be warranted per section IV.D. (Page 10).**

Item #	Description	Cost per Hour
13	Labor Cost for “White Glove” Installation and Hookup	
14	Labor Cost for On-Call Service Repairs (Page 11, Section IV.K)	
15	Labor Cost for Force Majeure Repairs (Page 11, Section IV.K)	

SECTION IV – INSPECTION AND PREVENTATIVE MAINTENANCE COSTS

Provide a proposed preventative maintenance schedule for each generator proposed for installation in Section I – Generator Cost, above, pursuant to Section IV.H, Page 11. The name of the location of the respective project and the make and model of the respective generator shall be listed on the first page of each proposed preventative maintenance schedule at the top of the page. The annual cost of preventative maintenance for the respective generator shall be listed on the final page of each proposed preventative maintenance schedule at the bottom of the page in bold font. These proposed preventative maintenance schedules should be attached to their respective Project Cost Proposals (See Section VI – Total Project Cost, below). Specific dates of inspection and preventative maintenance visits shall be coordinated with the Maintenance Department or designee.

SECTION V – MATERIAL COSTS

Complete this section by entering Responder’s MSRP Discount Percentage (%) for Materials and Maximum Shop Supply Fee per Repair Order. The values established in this section shall be applied to the cost of all materials used in the fulfillment of On Call Service Repairs and Force Majeure Repairs requested under this Agreement. At any time, the District may request all backup documentation for an invoice in order to verify that correct discounts are being applied. **All materials shall be warranted per Section IV.D. (Page 10).**

Item #	Description	Discount Percentage (%)
16	MSRP Discount Percentage (%) for Materials	

Item #	Description	Maximum Fee per Order
17	Maximum Shop Supply Fee per Repair Order	

RESPONDER'S COMPANY NAME:

SECTION VI – TOTAL PROJECT COST

Complete this section by entering the Total Project Cost per location. Total Project Cost shall include all costs associated with removal of the old generator and procurement, delivery, installation, and hook up of the new generator, and shall be based on and inclusive of Sections I – III (Pages 21 – 22) of this Cost Quotation. Detailed Project Cost Proposals for each location shall accompany this section to demonstrate that the Total Project Cost listed is based on the costs established in this Cost Quotation. Project Cost Proposals shall have their respective proposed preventative maintenance schedule attached per Section IV – Inspection and Preventative Maintenance Costs, above (Also see Page 11, Section IV.H.)

Item #	Location	Total Project Cost
18	Ransom Middle School	
19	Warehouse Generator	
20	J. E. Hall Center, Main Office Maintenance Facility	
21	George Stone Technical Center	
22	C.A. Weis Elementary School	
23	Molino Park Elementary School	
24	Northview High School	
25	Beulah Elementary School	
26	Blue Angels Elementary School	
27	McDaniel Building	

AUTHORIZED RESPONDER'S SIGNATURE:

AUTHORIZED RESPONDER'S PRINTED NAME:

DATE:

ATTACHMENT C SCHEDULED MAINTENANCE SERVICES

The following items are to be performed at each inspection.

I. STATIC CHECKS

A. Engine

1. Air Intake System
 - a. Check or Replace air filter as needed
 - b. Wipe out air breather housing
2. Lubrication System
 - a. Change engine crankcase oil (to be completed at least once per calendar year between April 1 and May 31, see Page 11, Section IV.H)
 - b. Remove and replace engine oil filter as required (to be completed at least once per calendar year between April 1 and May 31, see Page 11, Section IV.H)
 - c. Clean engine crankcase breather
 - d. Check engine for oil leaks
 - e. Check and replace oil lines as necessary
3. Cooling System
 - a. Check all belts and hoses
 - b. Check coolant level
 - c. Test antifreeze and replace as necessary
 - d. Check block heater for proper operation
4. Ignition System
 - a. Check spark plug condition and replace as necessary
 - b. Check points and replace as necessary
 - c. Check rotor and replace as necessary
 - d. Check distributor cap and replace as necessary
 - e. Check and set engine timing
 - f. Check plug wires for damage
5. Electrical System
 - a. Check battery electrolyte level and specific gravity
 - b. Add distilled water as required
 - c. Remove any corrosion from battery and apply anti-corrosion compound on battery terminals
 - d. Check and tighten loose battery connections
 - e. Check starter and alternator
6. Fuel System
 - a. Remove and replace fuel filter(s) as needed
 - b. Check for fuel leaks including all fuel lines

B. Generator

1. Remove side covers to inspect rotor and stator
2. Check for loose electrical connections and tighten as required
3. Check for signs of burned, frayed, or rodent damaged electrical components and wiring
4. Remove control panel and inspect wiring and components for loose connections or damaged wiring

C. Transfer Switch

1. Dust debris from cabinet
2. Set and calibrate plant exerciser clock as needed
3. Inspect and clean main load and relay contacts as needed

ATTACHMENT C SCHEDULED MAINTENANCE SERVICE

II. DYNAMIC CHECKS

A. Engine

1. Check for abnormal vibration
2. Observe exhaust for indication of engine condition
3. Check for oil, fuel and coolant leaks
4. Oil pressure – observe & record to be compared to past and future readings
5. Water Temp - observe & record to be compared to past and future readings
6. Battery Charger – Observe & record charging rate to ensure proper output
7. Safety Circuits – Check for Proper Operation
 - a. Overcrank
 - b. Overspeed
 - c. Low oil pressure
 - d. High water temp.
 - e. Emergency stop

B. Generator

1. Voltage – Observe, record and calibrate voltage on all phases
2. Amperage – Observe and record
3. Frequency – Observe, record and calibrate to insure 60 cycle operation under load

C. Transfer Switch

1. Check automatic load transfer by disconnecting normal power
2. Check relays for proper operations and calibrate as necessary

ATTACHMENT D

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 E
ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. 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, NROSS@ESCAMBIA.K12.FL.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:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Initials of Each Signatory:

ATTACHMENT F

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, CSR, M,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

ATTACHMENT G
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 H
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: _____