



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
215 WEST GARDEN STREET

PENSACOLA, FL 32502**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:

August 2, 2010

PURCHASING CONTACT & TELEPHONE:

Marguerite Van Nostrand, (850) 469-6209
mvannostrand@escambia.k12.fl.us

RFP TITLE:

New and Recapped Tire Services

RFP NUMBER:

110103

RFP OPENING DATE & TIME: **Tuesday, August 24, 2010, 3:30 PM, Central Standard Time**

NOTE: RFPS 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 215 West Garden Street, Pensacola, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

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

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION IIIA WILL RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

This solicitation covers new and recapped tire service requirements for the District's Transportation Garages located in Pensacola and Walnut Hill, Florida. A retread sample is required as part of the bid package.

II. GENERAL TERMS AND CONDITIONS

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

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. 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 ten days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.

- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

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

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

District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.

- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this RFP will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. 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 Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will

constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.

- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP 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.

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. **BID DOCUMENTATION AND REQUIRED ENCLOSURES:** All documents listed below must be returned in their entirety. **Failure to return all pages (entire document) or any of the items listed below will result in your bid not being accepted.**
 - 1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: This form (located in the back section of bid document) must be signed and returned with the bid. Failure to return this form will result in the bid not being accepted.
 - 2. The entire bid document (pages 1 – 23) must be returned when bidding. Signature on the first page must be an original signature – no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the vendor must initial the change(s). Any bid submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive bid.
 - 3. Product specification sheet or certifications must be attached if requested and/or if bidding on alternate items.
 - 4. Copy of bidder's current Florida business license.
 - 5. A minimum of two business references, preferably School Districts, must be submitted. See attached Form Number P-002, contained within this document. Please complete one form for each reference. If currently doing business with Escambia County School District, the District may be used as one of the references. **Documented poor performance of contractors on previous contracts with the School District of Escambia County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.**
 - 6. Certificate of Independent Price Determination. This form (located in the back section of bid document) must be signed and returned with the bid. Failure to return this form will result in the bid not being accepted.
 - 7. Non-Collusion Affidavit. This form (located in the back section of bid document) must be signed and returned with the bid. Failure to return this form will result in the bid not being accepted.
 - 8. Certification from a recognized retreading trade association.

9. Bidder shall submit a proposal that includes, but is not limited to the following items:
- a. Letter of Interest with brief description of strengths, with complete statement of vendor qualifications.
 - b. Technical Proposal and responses to requirements listed in the RFP document.
 - c. Pricing information.
 - d. Retread Sample.
 - e. Sample of the reports required in Section V. Specifications, Items M, Numbers c and d.
- B. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- C. **MINIMUMS:** The vendor may include a statement regarding minimum order quantities or value affecting final order processing.
- D. **BID QUANTITIES: Quantities indicated and delivery dates on this bid are estimates based on prior year usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- E. **TERM OF AGREEMENT:** November 1, 2010 through October 31, 2011, with four one year renewal options, upon mutual agreement of both parties. This agreement may be terminated by either party (District or Vendor) by notifying the other party, in writing, ninety days (90) prior to each renewal start date. All prices terms and conditions must remain in effect for the initial one year period. With the beginning of the first renewal year, vendor may request price changes not to exceed the Producers Price Index (ppi) in effect at the time. Such request must be made to the District, in writing, ninety days (90) prior to renewal date. If a mutual agreement can not be made, the District will rebid the agreement.
- F. **QUALITY CONTROL PROCEDURE.** Bidder shall outline quality control procedures to include, but not be limited to heat, pressure, and vulcanizing.

- G. **RETREAD CERTIFICATION.** Vendor must be certified with a recognized retreading association and must provide copy of current certification with bid submission and all subsequent renewals.
- H. **EVALUATION CRITERIA.** Evaluation of proposals by the Evaluation Committee (consisting of representatives of the District's Transportation Department Staff) will be made to ascertain which proposer best meets the needs of the School District based on, but not necessarily limited to the areas below. The Evaluation Committee shall use vendor's written proposal and references obtained to determine these points:
1. Methodology (10 points Maximum): How vendor has detailed in his proposal that he will approach the task. The degree to which vendor's proposal will meet the needs of the Escambia County School District (ECSD).
 2. Responsiveness to RFP (40 points Maximum): The degree to which vendor's proposal meets the Escambia County School District's requirements.
 3. Qualifications and experience/history of firm, principals and staff (15 points Maximum): Qualifications of vendor staff, again to be obtained from vendor's written proposal.
 4. Availability of personnel, facilities and equipment (10 points Maximum): Availability for emergency road calls, routine and emergency orders.
 5. Price (20 points Maximum).
 6. Other (5 points Maximum).
- I. **VARIANCE TO BID DOCUMENTS.** For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.
- J. **INSPECTION.** All items shall be subject to inspection after receipt at destination. Any deviation from the specifications that are found to be inferior or otherwise not in conformity with the specifications, the School District of Escambia County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.
- K. **TESTING.** If, after delivery of the products by the successful bidder, the quality of any product shipped is questionable, the School District reserves the right to have it tested by the Florida Department of Agriculture or by an independent testing facility. In the event test results prove the product does not meet specifications, the cost of the testing shall be borne by the vendor and upon return of all unused materials, the vendor shall refund the entire purchase cost.
- L. **FACILITY INSPECTION.** The School District of Escambia County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.
- M. **QUANTITIES.** As the extent and nature of the service may vary from one facility to another, a projection of quantities by category is not feasible. Estimates shown are for evaluation purposes only.
- N. **DELIVERY DATES.** Delivery time shall be in accordance with time frames outlined in this solicitation and vendors proposal. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Director of the Escambia County School District's Transportation Department.

Assessment of such charge will be applied to the total order amount. Assessment of said charge will be at the sole discretion of the School District and administered by the Purchasing Department, in conjunction with the Transportation Director. Other assessments as outlined elsewhere in this document may also apply.

- O. **RFP QUESTIONS/PRE-BID MEETING.** All inquiries concerning this RFP shall be submitted in writing via fax, mail, or email, and received in the Escambia County School District's Purchasing Office no later than Thursday, August 5, 2010, 3:00 PM Central Standard Time. These questions will be reviewed and answered at the Pre-Bid Conference listed below in this section. Responses/Addendums to RFP will be posted to http://old.escambia.k12.fl.us/adminoff/finance/purchasing/current_bid_activity.html by close of business Wednesday, August 11, 2010. Due to time limits, it is recommended that vendors send questions by a manner that can be tracked (email, certified mail, or overnight courier).

Please forward any inquires to:

Marguerite Van Nostrand, Purchasing Agent
Purchasing Department
Escambia County School District
215 W. Garden
Pensacola, FL 32502
Telephone: 850-469-6209
Fax: 850-469-6271
Email: mvannostrand@escambia.k12.fl.us

For Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the above named individual is ECSD's only designated representative for this RFP. Vendors are expected to utilize this representative for ALL Information regarding this RFP. **Vendors who contact any other District employee regarding the subject of this RFP are subjected to disqualification from participating in this bid.**

The pre-bid conference will be held, **Monday, August 9, 2010 at 10:00 AM in the District's Administrative Building, 215 W. Garden Street, Pensacola, FL 32502, Conference Room B. Attendance is mandatory for bid acceptance. Failure to have a representative present for this conference will result in your bid not being accepted.** A sign in sheet, listing name and firm(s) represented at this meeting will become part of the bid record.

This conference will answers to questions received on August 5, 2010 and will allow attendees an opportunity to ask questions and obtain additional information from ECSD staff...

IV. INVOICES, STATEMENTS AND PAYMENT

- A. **INVOICES ORIGINAL COPIES.** Invoices will be paid by the School District's Accounting Office. Invoices should be mailed to:

Escambia County School District
Attn: Accounts Payable
215 W. Garden Street
Pensacola, FL 32502

1. **INVOICE/PACKING LIST NOTATIONS:** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order.

2. **PURCHASING CARD.** The District may use a Purchasing Card to order goods and materials and/or to make payment of invoices under this bid. The Bidder, by submitting a bid, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared nonresponsive, or result in revocation of the contract, if already awarded.

V. SPECIFICATIONS

- A. **PASSENGER CAR AND LIGHT TRUCK TIRES.** All passenger car and light truck tires bid shall have a temperature rating of at least B, a treadwear rating of at least 400, a traction rating of at least A, and a speed rating of at least Q. All tires bid must be available for delivery within one business day of order and must be one of the brands listed in Section B below.
- B. **APPROVED BRANDS, PASSENGER CAR, LIGHT TRUCK, AND LARGE TRUCK.** All new tires bid must be manufactured by one of the following manufacturers: Goodyear, Bridgestone, BF Goodrich, General, Pirelli or Michelin. New Tires shall be branded with the letters ECSD, followed by a sequential number. Upon award, the beginning number will be provided to the successful vendor by the District's Transportation Department.
- C. **RECAP TIRES.** Must use the Bandag, Goodyear, or Michelin Caps and process.
- D. **LARGE TRUCK TIRES AND RECAPS.** All tires (larger than 19 inch rim size) bid shall be all wheel position highway ribbed radial tires, and shall have at least 18/32 inch of usable tread.
 1. All tires shall be delivered mounted and balanced on rims supplied by the School District. Rims showing wear or paint degradation shall be inspected with x-ray and powder coated either gloss black or school bus yellow as appropriate.
 2. All large truck tires shall be delivered with tires branded. If not already branded recapped tires, shall be branded with the letters ECSD followed by a sequential number. Upon award, the beginning number will be provided to the successful vendor by the District's Transportation Department.
- E. **RECAPPING PROCESS.** The required recap shall be the latest technology and shall be by cold cap process.
- F. **TREAD DEPTH.** Range shall be 18/32 to 22/32
- G. **RECAP TIRE SIZES.** The tire sizes are 9R-22.5, 10R x 22.5, 255/70R 22.5 and 11R/22.5.
- H. **INSPECTION.** Inspections must be made by a certified operator.
 1. Must use the latest technology for inspection such as Casing Analyzer (Stereography). Any other method must be approved, in writing, by Escambia County School District's Director of Transportation.
 2. Inspection will take place from bead to bead
 - a. **Casings accepted for re-treading shall not contain any of the following.**
 - i. Ply separation
 - ii. Exposed bead wire

- iii. Sidewall separation
 - iv. Weather cracking, which will not pass inspection
 - v. Nail hole or injuries, which cannot be repaired using normal and common commercial practice
 - vi. Casing over the age of 6 years
 - vii. Casings: no more than 2 times retreaded
 - viii. The recapper shall use only Escambia School District supplied casings.
 - ix. The recapper shall report weekly to the School District, the number of casings collected, the number of casings recapped and the number of casings rejected.
 - x. The recapper shall provide the district a \$35 credit for each virgin casing not recapped, except in the case of road hazard damage to the casing that renders the casing unusable.
- I. **FINISHING.** Recapper shall remove all markings used during the recap process.
- J. **RETREAD FACILITY CLASSIFICATION.** Must meet and or exceed ISO 9001 Certification or have applied for Certification within the last 12 months. Successful vendor must maintain this Certification throughout the term of the agreement. If this Certification expires or is cancelled during the course of this agreement, including subsequent renewals, vendor must notify both the Purchasing Department and the Transportation Garage of the Escambia County School District, within 30 days of notice.
- K. **TREAD DESIGN.** Will be Highway Ribbed Radial tread design, and will consider the following factors in specific make up and rubber compounds. Bidder shall provide all technical information related to the cap used and shall include information relative to the areas listed below.
- 1. Cost per mile per thirty-second of an inch of tread
 - 2. Safety
 - 3. Warranty
 - 4. Ply ratings
 - 5. Availability
- L. **SAMPLES.** Tread samples must be submitted with bid. Samples sent for prior bids were not maintained. Bids received without tread samples will not be accepted.
- M. **SERVICES.** Provide 24 hours a day, 7 days a week toll free number for tire related road assistance. Assistance must cover the Panhandle area of North Florida.
- 1. Successful vendor must provide a representative who will be responsible for:
 - a. Maintaining inventory level as set forth by the District.
 - b. Initiating proper remedial action.

- c. Providing weekly report of out of service tire analysis. This report should include, but not be limited to, a list of all tires turned in for retread that have failed by tire number with the reason for failure and date removed from service listed on report.
 - d. Providing monthly cost report by tire size and location.
- 2. Supplier will pick up all worn casings and return recapped tires as supplied not less than two (2) times per week.
 - 3. Supplier will dispose of all scrap tires in an appropriate manner as regulated by state, local and federal laws. Number of scrap tires will not exceed 1,000.
- N. **WARRANTY: WORKMANSHIP/MATERIAL FAILURE.** A retread or tire repair failing to deliver satisfactory performance will be replaced at no charge to the District. Tread life remaining will be agreed upon by both parties and the pro-rated replacement cost will not be less than 50% of the failed tire. Tire warranty will expire when the tire's original tread is worn down to two thirty-seconds (2/32) of an inch of remaining tread at which time the tread blocks are worn flush with the treadwear indicator bars.
- O. **MILEAGE WARRANTY.** All other failures will be as follows:
- 1. Cars and Light Trucks shall be warranted 100% against defects in material and workmanship for the usable life of the tires.
 - 2. Large Truck Tires and Recaps
 - a. New and retread tires shall be warranted against defects in material and workmanship for the first 40,000 miles.
 - b. This warranty shall be prorated based on the percentage of the tire that is used. Tires with less than 5,000 miles of use shall be warranted 100%. For the rest of the tires 40,000 mile life warranty period, the cost of replacement will be pro-rated by crediting the District for the percentage of service not received.
 - c. Failure to meet the mileage requirements will deem adjustment at the percent of the tire re-tread.

VI. Pricing

A. Large Truck and Bus Tires.

1. List pricing in section below, even if you attach a separate price sheet. Usage numbers listed on these forms are estimates used only for evaluation purposes. **Prices quoted must include mounting and balancing of each new and recap tire.** These prices are all inclusive, including pickup and delivery from and to ECSD Transportation Garages in Pensacola and Walnut Hill, Florida. No charges may be added at any time that are not included below. If you have additional charges, these must be listed below and your proposal must reflect this deviation from the specifications. Bids received without this section completed will not be accepted.
2. Casing Return credit or cost after 2 caps must be bid to include removal of all tire casings.
3. Only One Set of Prices should be submitted.

Tire Size	Estimated Annual Usage	Tire Manufacturer	New Price	Virgin Casing Return Credit	Cost to Recap Casing	Casing Return Credit or Cost
9R22.5	20					
11R22.5	705					
255R70-22.5	150					
295/75/R22.5	20					

Price to refurbish truck sized rims (19" and above) _____

B. CAR, SMALL TRUCK AND TRAILER TIRES.

1. These prices are all inclusive, including pickup and delivery from and to ECSD Transportation Garages in Pensacola and Walnut Hill, Florida. No charges may be added at any time that are not included below. If you have additional charges, these must be listed below and your proposal must reflect this deviation from the specifications.
2. Please bid pricing for tire only, please do not include mounting and balancing.
3. Pricing bid must include pickup and disposal of used casing.
4. Only One Set of Prices should be submitted.
5. Please Bid only approved manufacturers. Only bids for manufacturers listed in Section V. B will be accepted.

Tire Size	Tire Manufacturer	Estimated Annual Usage	Price per Tire
205/75R15 trailer		8	
225/75D15 trailer		14	
P225/75R16HT		25	
LT235/85R16		18	
P185/75R14		0	
P225/75R15 W/S		8	
P185/65R14		3	
P215/85R16HT		15	
P245/70R17		10	
P245/75R16		20	

DRUG FREE WORKPLACE

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

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

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

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

Vendor's Signature _____

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

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

Instructions for Certification

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

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Reference Release Form

I _____ of _____
 (Name/ Title) (Name of Company Bidding)
 gives Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER:

FAX NUMBER:

STOP
Remaining to be completed by the ECSD

TECHINCAL PERFORMANCE

EXCELLENT UNSATISFACTORY

FACTORS/RATINGS	6	5	4	3	2	1	N/A
Completion of major tasks/milestones/deliverables on schedule.							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods							

MANAGEMENT PERFORMANCE

EXCELLENT UNSATISFACTORY

FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability							
Ability to recruit and maintain qualified personnel							

Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage subcontractors							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling, and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							
CUSTOMER SATISFACTION							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Contractor again?	YES	NO					

Reference Release Form

I _____ of _____
 (Name/ Title) (Name of Company Bidding)
 gives Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE NUMBER: FAX NUMBER:

STOP
Remaining to be completed by the ECSD

TECHINCAL PERFORMANCE

	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Completion of major tasks/milestones/deliverables on schedule.							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods							

MANAGEMENT PERFORMANCE

	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability							
Ability to recruit and maintain qualified personnel							

Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage subcontractors							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling, and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							
CUSTOMER SATISFACTION							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Contractor again?	YES	NO					

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that:
- (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Vendor's Authorized Representative

Date

Title

NON-COLLUSION AFFIDAVIT

State of _____

Contract/RFP No. _____

County of _____

I state that I am the _____ of _____
(Title) (Name of Firm)

and I am authorized to make this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s) guarantees and the total financial commitment represented in this bid response.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) Print Company Name: _____, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

NON-COLLUSION AFFIDAVIT, Page Two

I state that _____
(Name of my Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by the Escambia County School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Escambia County School District of the true facts relating to submission of bids for this contract.

(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 19__

NOTARY PUBLIC

My commission expires: _____