



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:

October 15, 2014

PURCHASING CONTACT & TELEPHONE:

Allison Watson (850) 469-6210

RFP TITLE:

Water Treatment Services

RFP NUMBER:

#151102

RFP OPENING DATE & TIME:

Monday, October 27, 2014, 1:30 pm CST

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL 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 invitation are incorporated into your response. A Proposal 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 "Proposal Opening Date & Time" referenced above. All envelopes containing sealed Proposals must reference the "Proposal Title", "Proposal Number" and the "Proposal Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Services or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the Proposal opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RFP. RFPs 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 PROPOSAL FOR THE BIDDER.

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME:

TITLE: DATE:

I. INTRODUCTION

The purpose of this Request For Proposal (RFP) is to establish a contract to provide water treatment services for sixteen (16) cooling towers throughout the Escambia County School District for three (3) years with the initial term beginning November 20, 2014 through November 19, 2015 upon School Board approval. The School Board reserves the right to terminate or to renew the contract for each successive one (1) year periods at its option. Any price adjustments must be submitted in writing with supporting documentation by July 1 of each school year to the Purchasing Department.

Questions regarding this RFP shall be submitted via e-mail to awatson@escambia.k12.fl.us by Friday, October 17, 5:00 p.m. Answers will be posted on the Purchasing website no later than Tuesday, October 21, 2014, 5:00 p.m. CST at "<http://ecsd-fl.schoolloop.com/purchasing/bids>".

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder or Contractor" 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 a 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 Bidder's Acknowledgement form. All Proposals received after the time indicated will be rejected as non-responsive and retained by the District. RFPs by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only, details concerning pricing or the offering will not be announced. All Proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.

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

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

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 AND COPYRIGHTS:** 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 or copy write 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 RFP 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, a RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State 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 of items not involved in any RFP protest must be claimed no later than five (5) days after the award of the RFP by the School Board. All unclaimed samples 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; (4) Other factors as specified in Section III- Special Conditions. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any RFP in its entirety or in part, and to waive minor irregularities if the RFP 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 Bidder's 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 RFP. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of consequent decision. An addendum to the ITB 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://ecsd-fl.schoolloop.com/purchasing/bids>" at least five workdays prior to the opening date. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their RFP.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing Website address at "<http://ecsd-fl.schoolloop.com/purchasing/bids>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida 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 RFP.

- Y. **RFP 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 RFP.
- 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. **LICENSE AND ELIGIBILITY REQUIREMENTS:** Bidder must be licensed to do business in Escambia County and/or the State of Florida. The prospective Bidder should, at minimum, receive 25% of their revenues from providing commercial/industrial water treatment services using dry chemicals. The Bidder shall have a minimum of five (5) years of experience providing these services to governmental and private industry customers. The awarded Bidder shall ensure that all required chemical water treatment services projects and service technicians providing services for the District shall be managed and supervised by a Certified Water Technologist (CWT), as certified by the Association of Water Technologies (AWT) or the Chemical Treatment Specialist status attained through the National Association of Corrosion Engineers (NACE) or a qualified Chemical Water Treatment Services Chemist. At least, two (2) representatives of the Bidder's firm shall be Certified Water Technologists (CWT) under the Association of Water Technologies accredited examination program. The Bidder shall provide a list of service project managers and service technicians assigned to the District with their level of experience and qualifications. Bidders shall provide a copy of all certifications for their employees who will be assigned to the District.

Bidders shall provide at minimum three (3) current business references (Excluding Escambia County School District) to verify experience in providing these services to both governmental and private industry customers. Bidders shall have a sales representative or local office within sixty (60) miles of Escambia County, FL.

Bidders shall provide copy of their business license with the RFP response. Failure to provide references may result in your response not being accepted.

- B. **REQUIRED INSURANCE:** 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:

Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph, certificates of insurance have been submitted, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. The successful Contractor shall be prepared at the time of contract award to provide the Board with an insurance policy number. Failure on the part of the Contractor to provide this policy within ten (10) working days of award of contract could result in withdrawal by the Owner of the award of the RFP.

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.

2. 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 forty-five (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.

- C. COMPENSATION INSURANCE:** Contractor shall take and maintain during the life of this contract Workers' Compensation Insurance for all of his employees, employed at the site of the project. In case any work is sublet, Contractor shall require subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance, satisfactory to Owner, for the protection of his employees not otherwise protected. Policy shall be in compliance with Chapter 440, Florida Statutes. Worker's Compensation shall include employer's liability in an amount of not less than \$100,000 each accident; \$500,000 disease policy limit; and \$100,000 disease each employee. **No "Exemptions" to Worker's Compensation Insurance shall be accepted. The coverage described herein shall be considered minimum requirements.**
- D.** Contractor is responsible for maintaining a clean and safe work environment at all times during the course of this contract. The District will not be responsible for maintaining a clean and safe work environment at any time during the course of this contract. The District will not be responsible for any tools or equipment left unattended or unsecured at the work site.
- E. BACKGROUND SCREENING REQUIREMENTS:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added.
- F.** The District reserves the right to disapprove the use of any chemical that it deems may not be in the best interests of the facility. **Bidder shall submit a list of proposed chemicals with MSDS that will be used to perform water treatment services with their RFP response.**

G. RFP DOCUMENTATION AND REQUIRED ENCLOSURES: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions: This form located on the last page of the bid document) must be signed and returned with the bid. **Failure to return this form may result in the RFP not being accepted.**

H. QUALITY ASSURANCE: The HVAC water treatment chemistry program shall be designed by an Association of Water Technologies (AWT) Certified Water Technologist (CWT) to meet the RFP specifications.

The Bidder's service representative(s) assigned to the District shall have at least five (5) years of continuous field experience in the area of water treatment. Bidders are to supply the name and qualifications of their representative(s) and immediate supervisor assigned to service the District. Project managers and/or supervisors shall have attained the Certified Water Technologist (CWT) status through the Association of Water Technologies (AWT), or the Chemical Treatment Specialist status attained through the National Association of Corrosion Engineers (NACE) or a qualified Chemical Water Treatment Services Chemist. At least two (2) representatives of the Bidder's firm shall be Certified Water Technologists (CWT) under the Association of Water Technologies accredited examination program. Bidders shall provide a copy of all certifications for their employees who will be assigned to the District.

I. The awarded Bidder shall maintain the correct water treatment levels to ensure chiller capacity can perform at maximum operating standards. The awarded Bidder shall coordinate closely with the chiller contractor/District Maintenance Department to keep all of the District's systems in top operating order. If any cooling tower found to be neglected causing the School District extra expense to remedy and have tubes cleaned prior to their scheduled preventative maintenance (P.M.), the awarded Bidder will reimburse the District the cost of such expense.

J. The awarded Bidder shall provide isolation/check valves to all chemical feed stations for cooling tower treatment. All supply lines shall be insulated to ensure piping does not break during extreme cold weather. The Bidder shall check all systems as required during cold weather and make repairs as needed to reducing the cost of wasted water due to breakage. The Bidder is responsible for the total replacement of all equipment and piping required to treat the District cooling towers. The awarded Bidder shall submit a freeze protection plan by December 15, 2014 to the Maintenance Department, Attn: HVAC Supervisor.

K. The awarded Bidder shall fully warrant all equipment furnished hereunder agreement against defect in materials and/or workmanship for a period of one (1) year from the date of delivery/acceptance by the District. All post warranty for existing cooling tower equipment will be covered under this agreement. The awarded Bidder shall conduct a pre-inspection and report pre-existing conditions to the Maintenance Dept, Attn: HVAC Supervisor. The awarded Bidder shall submit monthly pricing to be effective for the current contract year.

L. FLORIDA PUBLIC RECORDS LAW: Respondent shall comply with Florida's Public Records Law. Specifically, Respondent agrees that it will:

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

M. EX PARTE COMMUNICATION:

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

IV. SPECIFICATIONS AND PRICE

- A. The Bidder shall provide two (2) experienced technical representatives to handle all contacts and services as specified. These representatives shall be available to the District during the normal work schedule of Monday – Friday, 8:00 am -5:00 pm and emergency hours, if needed.
- B. The Bidder shall bear all costs necessary to supply all labor, materials, and equipment necessary to prevent scaling, corrosion, or algae and bacteria growth. The Bidder shall submit monthly field service reports for each cooling tower to the Maintenance Services Department. Service report shall include but not limited to: 1.) Make-up water analysis 2.) Cooling tower analysis 3.) The total monthly amount of chemicals used to treat tower(s).
- C. The Bidder shall ensure that all chemical feed tanks remain full at all times.
- D. The Bidder shall comply with all applicable local, state, federal, and OSHA regulations and laws. The Bidder shall bear all costs necessary to bring any deficient materials, equipment, etc. into compliance.
- E. The Bidder shall repair or replace chemical feed pumps, cooling tower controllers, solenoid valves, chemical injection lines, and coils at all locations as needed.
- F. The Bidder shall deliver new chemicals and remove empty containers at all service locations as needed. All delivered items shall be accompanied by a Material Safety Data Sheet (MSDS).
- G. No chemicals will be stocked at the District site locations.
- H. The Bidder will perform monthly test on each chemical system ie: pumps, solenoid valves and supply lines.
- I. The School District personnel will not be responsible for field-testing, repairs, or adjustments.
- J. The School District personnel will be responsible for providing 120 volt power to pumps and controllers, connections to tower for blow-down, sampling, chemical feed connections, and routine non-chemical cleaning of cooling towers.
- K. If an emergency arises, the Bidder must respond on-site within two (2) hours.
- L. The number of cooling towers may vary according to the needs of the District.

Pricing shall include the cost of all required fees for permits, inspections, bonds, insurance, and testing.

Please state any discount credit for prompt payment or Visa purchasing card. _____

School	No. of Towers	Location	Monthly Cost	Yearly Cost
Beulah Elementary	1	6201 Helms Rd., Pensacola, FL		
Cordova Park Elem.	1	2250 Semur Rd., Pensacola, FL		
Ensley Elementary	1	501 E. Johnson Ave., Pensacola, FL		
Escambia High	1	1310 N 65 th Ave., Pensacola, FL		
George Stone Voc.	1	2400 Longleaf Drive, Pensacola, FL		
Hellen Caro Elem.	1	12551 Meadson Rd., Pensacola, FL		
Global Learning	1	100 North P Street, Pensacola, FL		
N.B. Cook Elem.	1	1310 N 12 th Ave., Pensacola, FL		
Pensacola High	1	500 W. Maxwell Street, Pensacola, FL		
Pine Forest High	1	2500 Longleaf Drive, Pensacola, FL		
Ransom Middle	1	1000 West Kingsfield Rd., Cantonment, FL		
Tate High	2	1771 Tate Rd., Cantonment, FL		
Washington High	1	6000 College Parkway, Pensacola, FL		
West Florida High	1	2400 Longleaf Drive, Pensacola, FL		
Woodham Middle	1	150 E. Burgess Rd., Pensacola, FL		

OVERALL TOTAL COST: \$ _____

V. QUESTIONNAIRE AND RESPONSE

The Bidder will complete the information requested in this section. **Your proposal will discuss the following in the sequence listed below:**

A. Company Profile: Bidders shall present a company profile to include:

- Overview about the company
- Ownership
- Primary focus of business dealings (Please state what % of sales is from commercial/industrial water treatment services using dry chemicals)
- Years in business (Include location of local business office and/or name of local sales representative within sixty (60) miles of Escambia, FL)
- Number of total employees (List separately actual number of employees and supervisors)
- List at least three business references (other than the Escambia County School District) from current or previous customers receiving similar services. Preference desired for similar size/volume and/or school or government/private industry applications. All references listed must include contact person, phone number, estimated dollar volume and dates of business relationship.
- Copy of Certificate of Insurance
- Certified Water Technologist (CWT) certifications and years of experience for assigned technicians/supervisors

VI. EVALUATION CRITERIA AND AWARD

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

1. Company Profile, Experience, and References. (20 points)
2. Price. (60 points)
3. Proposed Chemicals for Water Treatment (20 points)

DOCUMENTS NEEDED FOR AWARD CONSIDERATION:

- **The Entire RFP Document (Pages 1-14) w/Completed Questionnaire and Response w/Three Additional Copies Marked “COPY”. The signature on the first page must be an original signature – no fax or email documents will be accepted.**
- **Copy of State of Florida Business License**
- **List of Proposed Chemicals with MSDS for Water Treatment**
- **Copy of Certified Water Technologist (CWT), or Chemical Treatment Specialist (Attained through National Association of Corrosion Engineers (NACE), or Chemical Water Treatment Services Chemist Certificate(s) For Assigned Personnel**
- **Copy of Certificate of Insurance**
- **Client List With Reference Name and Phone Number**
- **List of Assigned Service Project Managers, Technicians and Their Level of Experience**
- **Contact Name and Phone Number During Normal Business and Emergency After Hours**
- **Signed Drug-Free Workplace Form, If Applicable**
- **Signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form**

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 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