



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:
June 19, 2017

PURCHASING CONTACT & TELEPHONE:
Jim Higgins; 850.469.6183
Jhiggins@escambia.k12.fl.us

RFP TITLE:
CHILLER PREVENTATIVE MAINTENANCE

RFP NUMBER:
172503

RFP OPENING DATE & TIME:

July 11, 2017 2:00 PM, CENTRAL TIME

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

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 Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM. AN ORIGINAL, MANUAL SIGNATURE, BY AN AUTHORIZED AGENT OF THE RESPONDER, IS REQUIRED ON THIS FORM.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

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

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The School District of Escambia County (the "District") is soliciting sealed written proposals to establish an Agreement(s) for quarterly inspection and preventative maintenance on commercial chiller systems as needed throughout the District. The chiller systems are separated into groups by type of chiller. Multiple awards may occur.

Upon mutual written agreement and approval of the School Board of Escambia County, Florida, an Agreement(s) will be issued in one (1) year increments for up to a total of five (5) years subject to the availability of lawfully appropriated funds. The initial term of the Agreement(s) shall be September 1, 2017 through August 31, 2018. All pricing/rate schedules proposed herein shall be firm through the first year of the Agreement.

| CALENDAR OF EVENTS | |
|--|---|
| RFP Posting (See Page 1) | Monday, June 19, 2017 |
| Deadline for Questions (See Pages 6 and 17) | Monday, June 26, 2017 at 5:00 p.m., Central |
| Answers to Questions and Any Addendums Posted By (See Pages 17 – 18) | Thursday, June 29, 2017 at 5:00 p.m., Central |
| RFP Opening (See Pages 1 and 18) | Tuesday, July 11, 2017 at 2:00 p.m., Central |
| RFP Evaluation | Tuesday, July 18, 2017 |
| Agreement Start Date | Friday, September 1, 2017 |

II. GENERAL TERMS AND CONDITIONS

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

- A. GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential

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

- C. **WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.

- K. RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

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

- M. PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- N. PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable

profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.

- Q. DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders 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 Responder 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 Responder'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. Responders 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, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining

testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent, in writing, **no later than 5:00 p.m., Central, on Monday, June 26, 2017.** Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one (1).** Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

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

- A. **TERM AND RENEWAL:** Notification of non-renewal by the Vendor must be sent in writing and received at least ninety (90) calendar days prior to the end of each Agreement year.

Beginning on the second Agreement year, and each Agreement year thereafter (including additional renewal terms), adjustments to labor rates will be negotiable and limited to the appropriate [Consumer Price Index for All Urban Consumers \(CPI-U\): Selected areas, all items index for South urban; Size B/C](#) as published by the US Department of Labor, Bureau of Labor Statistics in December of each year. Any requests for adjustments must be submitted in writing to the Purchasing Department no later than February 1st of each year. Rate adjustments will not be automatic. Current year pricing will be retained for an additional, successive year if the successful Vendor fails to submit a rate adjustment by the deadline. If there is a decline in the CPI-U for any given year, compensation will not be reduced lower than the initial Agreement year rate. If a rate adjustment is requested, the Purchasing Department will provide notification of allowable increases, if applicable, by March 1st.

- B. LICENSE:** The successful Responder must be licensed and bonded to do business in Escambia County, Florida and/or the State of Florida.
- C. PRIOR EXPERIENCE:** Each Responder shall have successfully performed installation, maintenance, and repair of the type of equipment specified or comparable equipment and shall have been actively involved in doing so within the last three (3) years. In response to this RFP, each Responder shall furnish references who can verify the Responder's experience (refer to Section V.A.3.)
- D. BACKGROUND SCREENING REQUIREMENTS:** The Successful Responder(s) must 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. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- E. RISK MANAGEMENT PROVISIONS:** Anything in the foregoing Articles to the contrary notwithstanding, each Responder thereof hereby agrees to:
- 1. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:** 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, employees and volunteers) 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 Responder (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 Responder 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 Responder.

2. REQUIRED INSURANCE:

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 Responder 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.

If this Agreement involves performance by officers, employees, agents or sub-contractors of the Responder, the Responder shall also maintain, keep in full force and effect during the term of this Agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of Workers' Compensation insurance in the amount required by Chapter 440, Florida Statutes and Employer Legal Liability Insurance in the amount of \$100,000.

F. THE RESPONDER AS AN INDEPENDENT CONTRACTOR: The Responder shall have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the District under this Agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

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

H. COMPLIANCE WITH LAWS: The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

I. GOVERNING LAWS: This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- J. EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.
- K. FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE: CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:
1. Keep and maintain public records required by the School Board to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
 - b. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
 2. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.
 4. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOLBOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA

COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NRoss@Escambia.k12.fl.us, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

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

L. EX PARTE COMMUNICATION:

1. Ex parte communication, whether verbal or written, by any potential Responders or representatives of any potential Responders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer.
2. Ex parte communication whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Responders' offer.
3. Any current meetings the Responder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding the bid.

M. COVENANT AGAINST CONTINGENT FEES: The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

N. INVOICES: Upon completion and inspection of authorized work, a detailed invoice will be submitted for approval to the Maintenance Department, Attention: Maintenance Director, 30 East Texar Drive, Pensacola, Florida 32503. All invoices must reference the appropriate Purchase Order.

O. PAYMENT METHODOLOGY: The method of payment will be at the District's sole discretion using either of the following methods: by warrant (check) or by "P-card" (the District's Visa credit card). The pricing submitted by the Bidder and accepted by the District is inclusive of any applicable payment terms and all fees incurred by the Bidder through their financial institution for accepting the above payment methods. No additional fees or charges to the District shall apply, unless otherwise pre-approved by the District.

P. COMMUNICATION: All inquiries regarding this RFP should be addressed to:
Jim Higgins, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: Jhiggins@escambia.k12.fl.us

In order for District to ensure fair and equal treatment of all participating Responders, the above named individual is the District's only designated representative for this RFP. Responders shall contact this representative for all information regarding this RFP. Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.

Q. FORCE MAJEURE: A "Force Majeure Event" means fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

R. MISCELLANEOUS:

1. The District will not be liable for any cost incurred in the preparation of proposals.
2. The submission of a proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed as well as the requirements of the specifications and the conditions under which the work is to be performed.
3. The Proposer shall furnish the District any additional information needed for evaluation and/or clarification purposes.
4. The District will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
5. The District reserves the right to reject any and all proposals and to seek new proposals when it is in the best interest of the District.
6. The District reserves the right to waive any of the conditions or criteria set forth in this RFP.
7. The Agreement cannot be assigned to a sub-contractor without the prior written approval of the School District of Escambia County.

IV. SPECIFICATIONS AND SCOPE OF WORK

The successful Responder(s) will provide commercial chiller inspection and preventative maintenance services to locations throughout the District on a quarterly basis. The awarded Responder(s) will be responsible for all work performed under the terms of this Agreement. The successful Responder(s) shall provide all labor, materials, equipment, and other supplies necessary to complete the inspection and preventative maintenance work. Any software upgrades required for the chiller system to function properly are covered as part of this Agreement, regardless of whether or not it is considered an upgrade.

A. MINIMUM REQUIREMENTS:

The awarded Responder(s) will perform the following minimum requirements for all equipment covered in this document.

1. Conduct quarterly inspections and preventative maintenance tasks for the District's commercial chiller systems per current Manufacturer's Recommended Schedule (MRS)

during the normal working hours of the school or department where the equipment is located. The awarded Responder(s) will not be required to conduct weekly visits as shown in recommended maintenance lists. The items listed as weekly maintenance tasks will be performed during the scheduled quarterly inspections and preventative maintenance.

2. Complete the inspection and preventative maintenance tasks as detailed in Attachment A in addition to the tasks identified in Section IV.A.1.
3. Complete testing and certification services.
 - a. Completing Eddy-current tests (ECT) on **all** water cooled chillers at least once every five (5) years. The District may request the performance of an Eddy-current test at any time throughout the life of the Agreement if the test has not yet been conducted. The District will not require the successful Responder(s) to perform more than one (1) Eddy-current test in a five (5) year period. The awarded Responder(s) may independently determine that an Eddy-current test is necessary and may subsequently conduct the ECT. All ECT results will be provided to the Maintenance Director and Facilities Planning Director, or their designated representatives, in report form (see Section IV.B.8.).
 - b. Complete Test and Balance Services as needed and/or directed by the District.
4. Provide on-call service repair. An on-call service repair is defined as a request for repair service not covered under preventative maintenance. Each Responder shall provide hourly bill rates, a discount off of the Manufacturer's Suggested Retail Price (MSRP) for all parts and materials to repair or replace equipment/systems, and a maximum shop supplies fee per chiller as part of their Cost/Rate Schedule (see Attachment B). The hourly bill rates, MSRP discount, and maximum shop supplies fee per chiller shall apply to all existing systems and all new systems, projects, and tasks added to the District during the life of this Agreement. Hourly bill rates shall be billable in fifteen (15) minute increments.
 - a. Standard Repairs: Standard repair service shall be performed by the awarded Responder(s) on an as needed basis upon notification from the District. All standard repairs shall begin within four (4) hours of request for service from the District and shall be completed as required to bring the system back to proper operation. Standard repairs will be provided during normal working hours of the facility where the equipment is located.
 - b. Emergency Repairs: The awarded Responder(s) shall have at least one (1) certified technician available for on-call emergency repair service on a 24-hour per day/365-day per year basis. On-call emergency repair is defined as repair service occurring outside of the normal working hours of the facility where the equipment is located. The awarded Responder(s) shall provide a local or toll-free telephone number for on-call emergency service call requests. On-call emergency repairs shall be provided within two (2) hours of request by the District.

All repairs shall be performed in accordance with the Manufacturer's specifications. Sensors shall **not** be field spliced.

5. Complete related electrical work of all types as needed to ensure systems are functioning properly.
6. Complete quarterly inspection and maintenance of all equipment electrical wiring.
7. Conduct quarterly inspection and maintenance of insulation of piping and equipment.
8. Perform quarterly inspection of refrigerant and oil levels on all equipment and adjust levels as needed. **If refrigerant is required, it will be provided by the District.** The awarded

Responder(s) must follow the Maintenance Department's established procedures for tracking the use of refrigerant provided by the District. This procedure will be provided to the successful Responder(s) upon award.

9. Ensure access to a full stock of equipment and supply parts for maintenance and repair as needed.

B. ADDITIONAL REQUIREMENTS:

The successful Responder(s) agrees to the following additional requirements and statements:

1. Perform all work in accordance with the most recent issue of the following codes, standards, and guidelines:
 - a. Environmental Protection Agency (EPA)
 - b. National Fire Protection Association (NFPA)
 - c. National Electric Code (NEC); also known as NFPA 70
 - d. Florida Building Code (FBC)
 - e. State Requirements for Educational Facilities (SREF)

The Responder(s) shall conform to all other federal, state, and local laws and regulations applicable to the District during the life of the Agreement.

2. Purchase all replacement chiller, HVAC, and energy parts/equipment from a company that is an authorized representative for manufacturer. Equipment that is purchased through a company that is not the manufacturer's authorized representative will not be accepted. **All products must be Original Equipment Manufacturer (OEM)** and meet or exceed all conditions and specifications of applicable District standards, specific direction received from the District for a specific project, and drawings and specifications (where provided).
3. Provide **new, OEM** parts and equipment when replacement of existing parts and/or equipment is necessary. The District reserves the right to directly purchase various OEM supplies, parts, materials, and/or equipment when deemed, at its sole discretion, to be in the best interest of the District. If the District elects to purchase items directly, the Responder shall assist the District with the procurement and installation of any purchases, when requested.

In the event that new, OEM parts and/or equipment are no longer available, the Responder shall present an alternative to the District for written approval. Unless pre-approved in writing by the Maintenance Director, parts and equipment that contain used, remanufactured, rebuilt, reconditioned, and/or shopworn parts are **not allowed**. Likewise, demonstrator and/or prototype equipment and parts are **not allowed**.

4. All materials, equipment, and devices shall, at minimum, meet UL standards, where UL standards are established, and shall meet the requirements of the National Electric Code (NFPA 70). UL listed parts must be replaced with UL listed parts. When required to maintain the UL listing of the equipment as a whole, replacement parts shall be furnished by the original equipment manufacturer, where applicable.
5. If the District determines that existing equipment shall be removed, the Responder shall remove all related cabling, cabinets, enclosures, conduits, fittings, hangers, supports, electrical services, and other accessories and paraphernalia. For areas where existing equipment and other components, accessories and other paraphernalia were removed, the awarded Responder(s) shall patch, paint, and otherwise restore and refinish the areas

to match adjacent surfaces including all walls, floors, ceilings, casework, soffit, fascia, and covered walkway finishes.

The Responder shall turn all removed equipment and components that are usable over to the District. Any unusable materials shall be properly disposed of by the Responder. District dumpsters shall not be used for disposal (see Section IV.B.14.).

6. Maintain complete on-site records of each visit detailing the nature of the visit. In the event that a repair is needed, a service request detailing the nature of the problem, the corrective action needed, a cost quotation, and an estimated completion time shall be provided to the Maintenance Department.

If directed to do so by the District, the successful Responder(s) shall provide temporary HVAC services during outages to maintain space temperature and humidity at levels acceptable by the District. All work shall be coordinated with the Maintenance Director, or designee, and other key personnel located at the site where the work is to occur.

All repairs must be approved by the Maintenance Director, or designee. Any repair with a total cost of \$3,500.00 or more per repair shall require an additional purchase order.

7. Generate Site Visit Reports following the quarterly inspection and preventative maintenance tasks conducted as detailed in Sections IV.A.1 and IV.A.2. When repairs are required and authorized, the Responder shall create a Service Report that details the items as described in Section IV.B.6 and the final outcome of the service. All reports shall be sent by email to the Maintenance Director and Facilities Planning Director, or their designated representatives, within five (5) business days following completion of the authorized work. Reports shall include all logged data.
8. Meet with the Maintenance Director and Facilities Planning Director, or their designated representatives, on a monthly basis to review Site Visit Reports, Service Reports, and Testing Reports for all work performed during the prior month.
9. Submit tabbed binders to the Maintenance Department detailing all work performed under the Agreement, regardless of the location where the work was performed, within thirty (30) days following the end of each Agreement year.
10. Maintain an office that is staffed with administrative personnel able to respond to all communication, inquiries, and requests from the District. Refer to Section V.A.1.C.
11. Maintain a sufficient number of field technicians able to respond, on-site, to a call for emergency service by the District within two (2) hours. Refer to Section IV.A.4.b.
12. Warranty all work for one (1) calendar year from the date the work was completed. All parts and equipment shall carry a one (1) year warranty, at minimum.
13. Report to the facility's main office prior to commencement of any authorized work if during regular working hours. The Responder will notify the facility's main office upon completion of work prior to departure.
14. Maintain a clean work area. All work-related trash materials shall be disposed of properly. All hazardous materials and/or chemical waste shall be disposed of in accordance with EPA guidelines. District dumpsters shall not be used for disposal.

15. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.

V. EVALUATION CRITERIA

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

A. QUESTIONNAIRE AND RESPONSE (60 POINTS)

Each Responder shall provide the information requested in this section in the sequence listed below and shall submit it in the manner prescribed in Section VI.B.

1. Company Background and Experience (Maximum – 35 Points):

- a. Provide a brief company biography, two (2) pages maximum. Include general information on the company, company ownership, the company's primary industry focus, the location of the corporate headquarters, and the number of branch offices.
- b. State the number of years the company has been in business and the number of years the company has been providing commercial chiller maintenance and repair services.
- c. Provide the address of the company's office from which the services for the District will be provided. State the number of administrative personnel staffing the servicing office. Provide the local or toll-free telephone number for on-call emergency service call requests.
- d. State the number of certified technicians employed by the company's local office.
- e. State the names of the technicians that will be providing service under this Agreement.
 - i. State the years of experience that each technician has in servicing and repairing this type of equipment (see Section III.C.).
 - ii. List the current certifications for each of the technicians. Include the manufacturers that each technician is factory certified/authorized to repair.
 - iii. Provide a copy of each technician's certifications.
- f. Provide an organization chart indicating the reporting and supervision structure for the technicians that will be servicing the District under this Agreement.
- g. Provide a copy of your State of Florida Business license. The license must be current. Pending licenses will not be accepted.
- h. Provide templates of the Company's Site Visit Report, Service Report, and Testing Report (see Section IV.B.8.).

2. Priority Level and Response Time (Maximum – 15 Points):

- a. Describe how the work is prioritized among your clients and what priority level the District would be upon award.

- b. State your response time(s) to provide a technician(s) onsite when service is requested by the District.
- c. State the method(s) of communication between the technicians and the District representative for reporting the need for repairs and for providing work status updates.

3. References (Maximum – 10 Points):

Provide a list of references (other than the Escambia County School District) in which you have provided similar services as proposed in this RFP. References must be from at least three (3) different entities that own a minimum of five (5) chillers. It is preferred that these references are of a similar industry type (ie: school districts, government agencies, etc.). Each reference listed shall include: the client's name and address, contact name, phone number, email address, size/volume of your contract with the reference, and the length of time that your company has held a contract for services with the reference. By providing the reference information, you are authorizing the District to contact the reference to ask questions and obtain information relative to your performance with each reference.

B. COST / RATE SCHEDULE (40 POINTS)

In a **separate sealed envelope**, provide your cost quotation for the services described in Section IV. No pricing will be given consideration until all proposals are evaluated based on qualification items in Section V.A.

See Attachment B for a detailed description of the items to be covered under this RFP Agreement. The chiller systems are separated into groups. Awards will be made by group. Each Responder shall provide pricing for an entire chiller group, without exception. Failure to provide pricing in each price space indicated for a particular group may result in rejection of the proposal for that group at the sole discretion of the District

1. Inspection and Preventative Maintenance (Maximum – 15 points):

For each piece of equipment identified on Attachment B, each Responder shall provide a price to provide any and all manufacturer recommended inspection and preventative maintenance tasks on a quarterly basis (see Section IV.A.1.) as well as the additional tasks identified on Attachment A as relevant to each individual piece of equipment. The Responder shall calculate an extended annual price as well.

2. Hourly Bill Rates (Maximum – 10 points):

Hourly bill rates for on-call repair services shall be provided as part of each Responder's Cost/Rate Schedule as listed on Attachment B. The rate provided shall be per technician and shall be **all inclusive**. Hours shall be billed in fifteen (15) minute increments. The District will **not** pay for travel, mileage, minimum hourly charge fees, or service call fees to perform services. Rates shall apply to all projects and task assignments District-wide, excluding the inspection and preventative maintenance tasks identified in this Agreement, regardless of size.

3. Manufacturer's Catalog MSRP Discount Percentage (Maximum – 10 Points):

All parts, materials, and equipment pricing will be based on a percentage discount off of the Manufacturer's Suggested Retail Price (MSRP). A copy of the manufacturer's most current catalog shall be submitted with each Responder's proposal and will be considered

the applicable pricing for the length of the initial term less the MSRP percentage discount as stated on Attachment B. The same percentage discount will apply regardless of catalog.

For each renewal year, a copy of the manufacturer's most current catalog must be submitted no later than thirty (30) days prior to the end of each renewal year. The pricing within the submitted catalog will then be considered the applicable pricing for the length of the renewal term less the MSRP percentage discount as stated on Attachment B. The same percentage discount shall apply regardless of catalog.

All invoices submitted shall include, at minimum, the manufacturer's part number, the MSRP, the MSRP discount percentage applied, and the discounted price being charged to the district. In the event that parts, materials, and equipment are not available in any of the manufacturer's catalogs, the Responder shall attach proof of purchase and payment for the item(s) to the invoice submitted to the District. The District will only reimburse the cost paid by the Responder for these items.

4. Maximum Shop Supply Fee per Chiller Repair (Maximum – 5 Points):

For repair situations only, "shop supplies" and miscellaneous costs that are deemed consumables and are not easily tracked individually may be submitted as a single line item on an invoice. Examples of these items include but are not limited to the following: zip ties, screws, bolts, nuts, nails, caps, Velcro, cleaning cloths, and air dusters. These items would be considered nominal and shall not exceed a maximum cost per chiller repair, as stated on Attachment B, regardless of manufacturer.

Complete and submit Attachment B as your Cost/Rate Schedule according to the instructions in Section VI.B.

The Responder that scores the highest total points per chiller group will be recommended for award. Multiple awards may be issued.

Lack of a response for any item above will result in zero (0) points for that item. All attachments shall be clearly marked and reference the appropriate item. Responses received which do not contain ALL items listed in this section may be considered non-responsive at the sole discretion of the District. An Agreement(s) will be awarded to the Responder(s) deemed to be, overall, the most responsive and capable to meet and perform according to the RFP specifications and scope of work.

VI. PREPARATION AND SUBMISSION REQUIREMENTS

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

A. QUESTIONS AND ANSWERS

Due to time constraints, it is recommended that Responders send questions using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. All communication shall be addressed per Section III.P. of this RFP document.

The deadline for submitting questions concerning this Request for Proposal (RFP) is **5:00 p.m., Central, on Monday, June 26, 2017**. Any changes in the specifications contained within this RFP will be made by Addendum. Any Addendums concerning this RFP will be posted to the Purchasing Department's webpage located at <http://ecsd-fl.schoolloop.com/purchasing/bids>.

It is the sole responsibility of each Responder to visit the District's website to determine if an Addendum has been issued in order to obtain said Addendum. Any applicable Addendum and/or responses to questions received will be posted by **5:00 p.m., Central, on Thursday, June 29, 2017.**

B. SUBMISSION REQUIREMENTS

All proposals and cost quotations must be received no later than 2:00 p.m., Central, on the Tuesday, July 11, 2017. When utilizing the US Mail service or other delivery methods, it is recommended that the Responder use a method of delivery that can be tracked (certified mail, overnight courier, etc.). The Responder is responsible for the timely delivery of the proposal and cost quotation to the following address:

Escambia County School District
Purchasing Department
Attention: RFP #172503
75 N. Pace Blvd.
Pensacola, FL 32505

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

1. PROPOSAL:

One (1), manually-signed original and five (5) copies of the complete proposal must be submitted in a sealed package which must be clearly labeled "**RFP #172503 – CHILLER PREVENTATIVE MAINTENANCE**" on the outside of the package. The original proposal document shall be clearly marked. Once accepted, all originals and copies of the proposals become the sole property of the District and may be retained or disposed of by the District in any manner in which the District deems fit. All proposals must be signed by an individual authorized to legally bind the Responder (see page 1 of this document).

The Responder shall submit proposals in a 3-ring binder, tabbed accordingly. All original documents must be manually signed. Blue ink is preferred. Each proposal shall include:

- a. **All** pages of this RFP document must be submitted as part of the Responder's proposal including:
 - i. Completed and signed Proposal Acknowledgment Form (page 1 of this document).
 - ii. Completed and signed "*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*" Form (see pages 20 & 21).
 - iii. "*Drug Free Workplace*" Form; signed, if applicable (see page 22).

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

- b. Documentation as defined in Section V.A. – Questionnaire and Response. Place headers on all sheets and label them accordingly. Include your company's name in the header.

2. **COST QUOTATION:**

In a separate, sealed envelope, provide one (1) original and five (5) copies of your agency's cost quotation (Attachment B) for the services described in Section IV. The original cost quotation document shall be clearly marked as such. Please print on this envelope the words "**COST QUOTATION; RFP #172503 – CHILLER PREVENTATIVE MAINTENANCE**" followed by your agency's name. Ensure that your company name is notated where indicated on each page of your cost quotation.

VII. EVALUATION AND AWARD

A. PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only the names of the Proposers are read at this time.

An Evaluation Committee will review and evaluate all proposals submitted based on the factors set forth in the RFP. All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Purchasing personnel will participate in an administrative and advisory capacity only.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

B. DISTRICT'S RIGHTS AND RESERVATIONS:

1. The District reserves the right to accept or reject any or all proposals.
2. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.
3. The District reserves the right, before awarding the Contract, to require Proposer(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
4. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.
5. The District reserves the right to accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District or to reject any and/or all items proposed.
6. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.
7. The District reserves the right to purchase unlimited quantities of services under this Agreement for any facility operated by the District.

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, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions

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 |

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature _____

1.1 Air Cooled Screw

Quarterly

- Check that evaporator and condenser pressure sensors match gauges
- Check that sight glass is clear
- Measure and record superheat and subcooling
- Log chiller operating conditions
- Check condenser coils for dirt, leaks, or oil (clean or repair)
- Check condenser fans for proper operation
- Inspect all piping for leakage/damage
- Remove debris from inside and around unit
- Check evaporator heater for proper operation
- Inspect starter, relays, and controls
- Log approach temperatures on evaporator and condenser
- Leak check chiller and repair leaks, adding refrigerant if required
- Analyze alarm log

Annually

- Check oil level and refrigerant charge
- Have oil analysis done by lab
- Check operating and safety controls
- Inspect electrical components for deficiencies
- Check any inline strainers
- Clean and paint any areas that show signs of corrosion
- Clean condenser coils
- Clean condenser fans and check for shaft misalignment, and play or vibration
- Repair any insulation that is damaged or needs replacement
- Change filter drier
- Check crankcase heater
- Check and tighten power wiring on contactors and motor terminal boxes
- Clean or replace contactors
- Check and calibrate all controls, safeties, unloaders, and interlocks
- Log pressure drop across filter, replace oil filter if pressure drop is excessive
- On RTAE perform PH test of drive cooling fluid
- Confirm water flow and pressure drop on heat exchangers

1.2 Water Cooled Screw

Quarterly

- Check that evaporator and condenser pressure sensors match gauges
- Measure and record Superheat and subcooling
- Log chiller operating conditions including approach on both sides
- Inspect all piping for leakage/damage
- Inspect starter, relays, and controls
- Clean water strainers in condenser water piping systems
- Repair leaks
- Log approach temperatures on evaporator and condenser
- Check that charge is adequate for operating parameters
- Analyze alarm log
- Leak check chiller and repair leaks, adding refrigerant if required

Annually

- Check oil level and refrigerant charge
- Have oil analysis done by lab
- Check operating and safety controls
- Inspect electrical components for deficiencies
- Clean and paint any areas that show signs of corrosion
- Repair any insulation that is damaged or needs replacement
- Change filter drier
- Check crankcase heater
- Check and tighten power wiring on contactors and motor terminal boxes
- Clean or replace contactors
- Check and calibrate all controls, safeties, unloaders and interlocks
- Log pressure drop across filter, replace oil filter if pressure drop is excessive
- Brush condenser tubes
- Confirm water flow and pressure drop on heat exchangers

1.3 Water Cooled Centrifugal

Quarterly

- Check that evaporator and condenser pressure sensors match gauges
- Measure and record Superheat and subcooling
- Log chiller operating conditions including approach on both sides
- Inspect all piping for leakage/damage
- Inspect starter, relays, and controls
- Clean water strainers in condenser water piping systems
- Repair leaks
- Log approach temperatures on evaporator and condenser
- Check that charge is adequate for operating parameters
- Analyze alarm log
- Check Inlet Guide Vane Operation
- Check purge unit operation
- Check oil return system
- Check lube system
- Vacuum starter cabinet
- Inspect starter linkage
- Leak check chiller and repair leaks, adding refrigerant if required

Annually

- Check oil level and refrigerant charge
- Have oil analysis done by lab
- Check operating and safety controls
- Inspect electrical components for deficiencies
- Clean and paint any areas that show signs of corrosion
- Repair any insulation that is damaged or needs replacement
- Check and tighten power wiring on contactors and motor terminal boxes
- Clean or replace contactors
- Check and calibrate all controls, safeties, unloaders, and interlocks
- Log pressure drop across filter, replace oil filter if pressure drop is excessive
- Brush condenser tubes
- Test vent piping for improperly sealed relief valves
- Confirm water flow and pressure drop on heat exchangers

2.0 Minimal task requirements

Log chiller operating conditions - Run a performance log at (3) 15 minute intervals and record operating data. Data should include water entering (evaporator and condenser) and leaving temperatures, refrigerant temperatures and pressures, oil temperatures and pressures, chiller run time, approach temperatures. When manufacturer IOM includes a log sheet, use that sheet.

Check and calibrate all safeties - In addition to other safeties that may be present on the machine, verify that the high pressure switch, low pressure switch, oil differential, flow switches, and freeze protection all work.

Responder's Company Name: _____

The Responder shall provide pricing for the following categories. The District reserves the right to increase or decrease the equipment items during the term of this Agreement, as it deems appropriate, without affecting the pricing or the terms and conditions.

| Group 1: Air Cooled Screw - Trane | | | | | | | |
|-----------------------------------|---------|----------------------|---------------------------|--------------------------|-----------|-----------------|-----------------------|
| Item # | Equip # | Location | Building | Model # | Serial # | Quarterly Price | Extended Annual Price |
| 1 | 7 | Warrington Mid. | 400 wing | RTAA070AYL01A0C0FKS | U99H00666 | | |
| 2 | 8 | Ferry Pass Mid. | Main, 200, 300, 400 Wings | RTAA080AYT01A3C0NBF | U08E09319 | | |
| 3 | 10 | Workman Mid. | | RTAA100AYN01A3C0BDKMN | U03E00410 | | |
| 4 | 11 | Warrington Mid. | main | RTAA100AYQ01A3C0B | U04D05721 | | |
| 5 | 12 | Spencer Bibbs Elem. | | RTAA1104XQ01A3C0KMB | U04F06294 | | |
| 6 | 13 | Pine Meadow Elem. | | RTAA1104XR01A3LOGKBDF | U06H08509 | | |
| 7 | 14 | Navy Point Elem. | Main | RTAA110AYT01A3C0NBF | U08F00159 | | |
| 8 | 15 | Westgate Elem. | Main | RTAA1254XM01A3C0BF | U01E00699 | | |
| 9 | 16 | Tate H.S. | Café | RTAA1254YL01A3D0BM | U99K02830 | | |
| 10 | 17 | Brentwood Elem. | | RTAA125AYR01A3C0GKB | U06G07677 | | |
| 11 | 19 | West Pensacola Elem. | Main Bldg. | RTAC1404UN0NUAFNN1TY | U06G07680 | | |
| 12 | 20 | Scenic Heights Elem. | | RTAC1404UQ0NUAFNL1WY1TDN | U07F04049 | | |
| 13 | 21 | McDaniel Bldg (Pace) | | RTAE150FUAB2AA1FN1X2B5D0 | U14L00405 | | |
| 14 | 22 | Hall Center | Annex | RTAA155GYK01AID0B1 | U95M21777 | | |
| 15 | 23 | McMillan Center | | RTAC1554UV0NUAGNW4TY | U11F00398 | | |
| 16 | 26 | Escambia H.S. | 100 and 300 Hall | RTAC2004UZ0NUAFNN1TX | U14J00303 | | |
| 17 | 27 | West Florida H.S. | Bldg. #9 | RTAC2504UA0NUAFNN1NX2 | U01F00599 | | |
| 18 | 28 | Bailey Mid. | | RTAC3004UW0HUAFL2WY | U12D03343 | | |
| 19 | 29 | Bailey Mid. | | RTAC3004UWOHUAFL2WY | U12D03435 | | |
| Group 1 Totals: | | | | | | | |

Responder's Company Name: _____

The Responder shall provide pricing for the following categories. The District reserves the right to increase or decrease the equipment items during the term of this Agreement, as it deems appropriate, without affecting the pricing or the terms and conditions.

| Bid Group 2: Air Cooled Screw - York | | | | | | | |
|--------------------------------------|---------|-----------------|----------|-----------------------------------|--------------------------------|-----------------|-----------------------|
| Item # | Equip # | Location | Building | Model # | Serial # | Quarterly Price | Extended Annual Price |
| 20 | 9 | Tate H.S. | Media | YCAS0090EC46X (faded - illegible) | RAKM5250AA (faded - illegible) | | |
| 21 | 18 | Jim Allen Elem. | Main | YCAS0130EC17ZGASBC | RGSM019153 | | |
| Group 2 Totals: | | | | | | | |

| Bid Group 3: Water Cooled Centrifugal - Trane | | | | | | | |
|---|---------|-----------------|--------------------------------|----------------------------|------------|-----------------|-----------------------|
| Item # | Equip # | Location | Building | Model # | Serial # | Quarterly Price | Extended Annual Price |
| 22 | 64 | Ransom Mid. | | CVHE025R00 | L88B00905 | | |
| 23 | 65 | Ransom Mid. | | CVHE025R00 | L88B00902 | | |
| 24 | 66 | Woodham Mid. | | CVHE025R00 | L88G03395 | | |
| 25 | 67 | George Stone | Main Bldg. - West Florida H.S. | CVVE032FAC003U3228 | N98G05087 | | |
| 26 | 68 | George Stone | Bldg. 3 - West Florida H.S. | CVHE032GA2YO3UG2233G7E | L99F02764M | | |
| 27 | 69 | Woodham Mid. | | CVHF485 | L00G03515 | | |
| 28 | 70 | Washington H.S. | | CVHF077FA1UO3UT2738W9E8TBC | L01G09572 | | |
| Group 3 Totals: | | | | | | | |

Responder's Company Name: _____

The Responder shall provide pricing for the following categories. The District reserves the right to increase or decrease the equipment items during the term of this Agreement, as it deems appropriate, without affecting the pricing or the terms and conditions.

| Bid Group 4: Water Cooled Screw - Various | | | | | | | |
|---|---------|-------------------|------------------|------------------------------|-------------|-----------------|-----------------------|
| Item # | Equip # | Location | Building | Model # | Serial # | Quarterly Price | Extended Annual Price |
| 29 | 77 | Ernest Ward Mid. | | RTWD100F2D02A1C1 | U14J00171 | | |
| 30 | 78 | Tate H.S. | Hall Bldg. | RTHA130FCV0LDUC3LF2LFNN | U93B03935 | | |
| 31 | 79 | Tate H.S. | Tate Bldg. | RTHB130FLF00NW0000UNN3L | U00D08238 | | |
| 32 | 80 | A.K. Suter Elem. | Recovery Chiller | RTWD130F2D02A1C1AA2A | U14E09162 | | |
| 33 | 81 | Ernest Ward Mid. | Main Bldg. | RTWD160F2D03A1A1 | U14C08862 | | |
| 34 | 82 | Ernest Ward Mid. | | RTWD160F2D03A1A1 | U14C08863 | | |
| 35 | 83 | N.B. Cook Elem. | | 23XL1010NC40 | 4798J58922 | | |
| 36 | 84 | Hellen Caro Elem. | | RTHDUC1FXJ0UAE1W3LALF1A2LALA | U13F06411 | | |
| 37 | 85 | Pine Forest H.S. | | YSCBCBS1-CHD | SGHM-614270 | | |
| 38 | 86 | Pine Forest H.S. | | YSCBCBS1-CHD | SGHM-614400 | | |
| Group 4 Totals: | | | | | | | |

| Repair Pricing | | | | | | |
|-------------------------|--------------------|-----------------|--|-------------------------------|--------------------------------------|--|
| Bill Rates | Chiller Technician | HVAC Apprentice | | MSRP Percentage (%) Discount: | Maximum Shop Supply Fee per Chiller: | |
| Hourly Labor: | | | | | | |
| Overtime Hourly Labor : | | | | | | |