

The School District of Osceola County, Florida
817 Bill Beck Boulevard, Kissimmee, FL 34744-4495
Phone: (407) 870-4600
Purchasing: (407) 870-4630 FAX (407) 870-4616 www.osceola.k12.fl.us

August 11, 2005

SCREW CHILLER SERVICE CONTRACT
REQUEST FOR PROPOSAL
SDOC 06-012 CJ

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **SCREW CHILLER SERVICE CONTRACT**. The Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 p.m. on August 31, 2005**, will receive this proposal. All responses will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

A Pre-Bid Conference is scheduled for August 18, 2005 at 9:00 a.m. beginning in the Purchasing Department of the School District of Osceola County, 817 Bill Beck Blvd., Bldg 2000, Kissimmee, Florida, then will proceed to the nine (9) District schools listed in this bid.

Effective July 5, 1990, State Board of Education Rule 6(1)-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids/RFPs. Please be advised that other agencies may make use of the bid/RFP at the same prices and conditions.

PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), A person or affiliate who has been placed on the Convicted Vendor list for the State of Florida following a conviction for a public entity crime:

- May not submit a bid on a contract to provide any goods or services to a Public Entity.
- May not submit a bid on a contract with a Public Entity for the construction or repair of a public building or public work.
- May not submit bids on leases of real property to a Public Entity.
- May not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with any Public Entity.

Convicted Vendors may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute 287.017 for a Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List.

APPLICABLE LAW

The laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Osceola County, Florida.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM

TITLE: RFP FOR SCREW CHILLER SERVICE CONTRACT

Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachments and the contents of any addendum released hereto.

PROPOSER (Contractor Name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, 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 work-place, the business's policy of maintaining a drug-free work-place, any available drug counseling, rehabilitation, and employee assistance programs and 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 employees that as a condition of working on the commodities or contractual services that are under bid, the employee 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

ne(pr237p)

SCREW CHILLER SERVICE CONTRACT
RFP #SDOC 06-012 CJ

1.0 INTRODUCTION:

1.1 Background:

This is a Request for Proposal (“RFP”) for an independent contractor (the “proposer”) to provide a Screw Chiller Service Contract for The School District of Osceola County, Florida (the “District”).

The Evaluation Committee (the “Committee”) reports to the Purchasing Department. The Committee is comprised of staff from the District, as deemed necessary.

It is anticipated that the Evaluation Committee will review the proposals received in response to this RFP and conduct any Oral presentations as deemed necessary, and will make recommendations to the School Board for the selection of a Contractor to provide a Screw Chiller Service Contract.

1.2 General Information about the District:

The School District of Osceola County, Florida (School Board) was created pursuant to § 4, Article IX of the Constitution of the State of Florida. The School Board is an independent taxing and reporting entity, controlled, organized and administered by the District in accordance with Chapter 1000, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent is responsible for the administration and management of the schools and the departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District is coterminous with Osceola County. The annual budget for the District for 2004-2005 school year totals \$586,507,183.30, including an operating budget of \$288,851,351.00, and a capital budget of \$191,815,972.17. The District operates thirty-four schools, which includes seventeen elementary schools, seven middle schools, seven high schools, two K thru 8 schools, and one 6th thru 12th grade school. The District is also responsible for thirteen alternative educational sites, and eleven charter schools. The total full-time K-12 enrollment of public school students as of May 2005 is 47,571. Growth is projected to continue in the future at an average of 600 students per year over the next five years.

1.3 SCOPE OF WORK:

THIS SPECIFICATION establishes the minimum requirements for **SCREW CHILLER SERVICE CONTRACT** listed and described in the body of these specifications to be used as noted by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492.

1.4 THE INTENT of this RFP is to establish a contract for a base period of five (5) years from the date of award of the bid. During which time, the successful contractor shall guarantee contractor prices for the item(s) awarded to him/her as specified in this RFP. Also, this contract may be renewed at the conclusion of the base period for up to five (5) additional one (1) year periods at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by the School District or ninety (90) days written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding at the District level.

1.5 METHOD OF AWARD:

BID PRICES will be accepted and considered by the following method: An “**ALL OR NONE**” Bid for the entire quantity of items. The Board reserves the right to reject any or all bids or to accept any bid or part thereof, that in its judgment will be in the best interest of the School Board. The Board also reserves the right to waive all informalities.

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2.0 INSTRUCTIONS TO PROPOSERS:

Proposals must be submitted in a sealed container, clearly identified as RFP for Screw Chiller Service Contract. Sealed proposals will be received until 2:00 p.m. on August 31, 2005 in the School Board Purchasing Office at the address shown in Section 2.9. The official clock for receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the Purchasing Department by the specified due date and time.

One manually signed original (with "Pricing") and six (6) photocopies (without "Pricing") of the proposal must be submitted. "Pricing" shall be submitted in a separately sealed envelope with the "original" proposal.

A standard 8-1/2" by 11" format in a spiral bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

Proposers should become familiar with any local conditions, which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

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

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

2.1 BOARD CONTACT AND ADDRESS INFORMATION:

This RFP is issued by the School District's Purchasing Department. The Purchasing Department is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing to:

Cheryl M. Jessee
Senior Buyer, Purchasing Department
The School District of Osceola County, Florida
817 Bill Beck Blvd.
Kissimmee, Florida 34744

3.0 ANTICIPATED SCHEDULE OF EVENTS:

August 10, 2005	Issuance of RFP
August 18, 2005 @ 9:00 AM	Pre-Bid Conference & Walk-Thru
August 31, 2005 @ 2:00 PM	RFP Opening
September 7, 2005	Evaluations Written/Oral
September 20, 2005	School Board Award of Contract

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3.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 9:00 a.m., on August 18, 2005, beginning in the **Purchasing Conference Room**, 817 Bill Beck Blvd., Kissimmee, Florida. The proposal document will be discussed and questions from the proposers will be entertained. Proposers may wish to submit questions, in writing, in advance of the conference, to the Purchasing Department.

3.2 A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to proposer(s) by U.S. mail, email or facsimile.

4.0 AWARD:

- The District reserves the right to accept or reject any or all proposals.
- The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
- The proposal with the highest number of points will be ranked first.
- The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

5.0 TERM OF CONTRACT:

The term of the contract shall be for five (5) years beginning on or about October 1, 2005. The awarded vendor(s) will be notified when the Board has acted upon the recommendation. All costs to the District for this service shall be firm and fixed for the term of this contract. The awarded vendor(s) agrees to this condition by signing their proposal. The term of this contract shall be subject to the cancellation/termination provisions of Section 12.0 of the RFP.

Both parties may renew this contract at the conclusion of the base period for up to five (5) additional one (1) year periods at the same terms and conditions if mutually agreeable. However, the contract may be terminated upon ninety (90) days written notice by the awarded contractor or thirty (30) days by the District. The purchase of this service and listed options will be contingent upon available funding.

6.0 RFP INQUIRIES:

Potential bidders may submit written questions by facsimile (FAX), addressed to the Cheryl M. Jessee, Senior Buyer, FAX # 407 – 870-4616. Questions must be received no later than **five (5) days before the 'Due Date'**. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder to ensure that written questions will be received by the deadline indicated above. Responses will be distributed by facsimile, US Mail or Email to all bidders who have received a RFP.

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The Board may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to all vendors who are participating. Addenda shall be numbered consecutively and initiated by the Purchasing representative. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the proposer to be sure they received all addenda.

No verbal or written information, which is obtained other than by information in this document or by addendum to this RFP, will be binding on the District.

7.0 LOBBYING:

PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, CONTRACTOR, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL ON THE AWARD OF THIS CONTRACT.

ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF THE PROPOSER WILL RESULT IN REJECTION/DISQUALIFICATION OF SAID PROPOSER.

8.0 SCOPE OF SERVICE:

8.1 PREVENTIVE MAINTENANCE

1. **ROUTINE OPERATING INSPECTIONS**
Each Routine Operating Inspection is to consist of the task-actions listed herein for each equipment type and to be performed at the frequency listed.
2. **ANNUAL PREVENTATIVE MAINTENANCE**
Each Annual Preventative Maintenance is to consist of pre-scheduled recurring preventative maintenance actions which are to be performed on a yearly interval determined by equipment operating hours that may be recommended by each equipment manufacturer. These annual tasks are designed to prepare the equipment for prime operating condition so that the equipment will operate effectively, reliably, and efficiently during the peak demand months.
3. **PARTS AND MATERIAL REPLACEMENT**
Unless otherwise stated herein, replacement parts, oil, lubricants and materials (refrigerant is a separate item herein) are to be included as necessary to perform any Major Operating Inspection(s), Routine Operating Inspection(s), Annual Preventative Maintenance or Multi-year Preventative Maintenance tasks indicated on the Service Agreement Summary. Also, replacement parts and materials are to be included for any Repair Service Material items indicated on the Service Agreement Summary.

Replacement parts may be stocked by Contractor for equipment covered herein to be based on each original equipment manufacturer's (OEM) recommendations for: routine expandable parts, normal annual stop replacement parts and multi-year stop replacement parts where applicable. Unless otherwise specified, the Contractor has the option of stocking the parts locally or having access to vendor stocked parts for immediate delivery.

All parts used in the performance of this Contract shall be new or rebuilt/remanufactured parts that meet OEM specifications.

8.2 REPAIR SERVICE

1. MINOR REPAIRS

Minor repairs shall consist of tasks which are performed during routine inspection(s) on an as needed basis that may require minor disassembly and removal of available inspection covers for minor repairs, measurements, and adjustments including replacements including replacement of routine expandable parts, controls, switches and indicator lamps. Labor and/or Material are to be included as indicated on the Service Agreement.

2. EMERGENCY CALLS (Unscheduled Service)

Emergency Calls shall be provided when necessary to diagnose problems and perform minor adjustments between scheduled inspections. Unless otherwise indicated herein, Emergency Calls are available 365 days per year, 24 hours per day.

3. REFRIGERANT LEAK REPAIR LABOR

Refrigerant leak repair labor is included on the Agreement. Leak repair labor consists of tightening bolts and flange fittings, replace gaskets, replacing o-rings and if necessary welding, soldering or brazing to stop leaks of components or any refrigerant piping on or between two or more pieces of equipment.

4. REFRIGERANT MATERIAL

The percent of refrigerant material indicated on the Service Agreement is to be the percent of chiller's design refrigerant charge provided per year. The refrigerant provided is to be for the performance of any Major Operating Inspection(s), Routine Operating Inspection(s), Annual Preventative Maintenance, Multi-year Preventative Maintenance or any Repair Service tasks so indicated on the Service Agreement Summary Sheet(s) herein.

Any refrigerant material stocked on the job site by the Contractor for equipment covered herein is to be in approved storage containers and in accordance with ASHRAE Standard Safety Code for Mechanical Refrigeration (ANSI/ASHRAE 15-1994). Unless otherwise specified, Contractor has the option of stocking refrigerant on the Districts site or having access to local stock for immediate delivery.

5. MAJOR REPAIRS

Major repairs consist of the repair or replacement of moving parts, motor stators, motor rotors, and maintainable components that may have failed unexpectedly (except for those failures beyond the Contractors control as stated in the Exclusions listed below).

6. EXCLUSIONS

The Contractor is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casing, cabinets, fixtures, structural support, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers.

8.3 PREDICTIVE MAINTENANCE

1. VIBRATION ANALYSIS

Vibration Analysis is to be performed on the mechanical equipment as indicated on the Service Agreement as a predictive, preventative maintenance tool for early detection of potential problems.

The Contractor will provide:

- Baseline plot of equipment under current standard conditions.
- Future measurements to be compared to the Baseline measurements.
- Sound level sensing – tracing any sound problems to its source.
- Pinpointing of any equipment imbalance by use of sensors in combination with a strobe light.
- The amount of any vibration by measuring displacement and peak velocity.
- A determination of any imbalance by the position of it's phase.

The Contractor will provide the following report information:

- Initial condition found.
- Vibration analysis procedure used.
- Hard-copy of data charts, severity charts and any signatures (baseline) comparisons.
- Interpretation of all data readings.
- Recommendations for any corrective action(s). If recommendations are within the Scope of Service herein the Contractor shall schedule and complete such action(s).

8.4 EDDY CURRENT TESTING

1. Eddy Current Testing service will be provided as indicated on the Service Agreement herein. After the completion of each test, the Contractor shall interpret the results and provide a written report to the District including any recommendations for corrective action(s). If the recommended corrective action(s) are within the Scope of Service of this Contract, the Vendor shall schedule and complete such action(s).
2. The Contractor shall guarantee the quality of all workmanship of the Eddy Current Test that is performed under this Contract for a period of sixty (60) days after completion. Upon written notification within such period that the testing services were not performed in a workmanlike manner, the Contractor agrees to remedy and redo such testing services in a timely manner without cost to the District. In the event that it proves impractical or impossible to remedy or redo such testing service, the Contractor will reduce the Contract price to reflect the reduced value of the Eddy Current Testing services performed.

8.5 GENERAL SERVICES

1. COIL CLEANING

The coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the soil are side surface to remove any airborne particles and dirt build-up using water.

2. FILTER CHANGES

Filters will be cleaned and/or replaced (as necessary) at the intervals indicated on the Service Agreement for each applicable equipment. In the event the filter material or cleaning requires different frequencies than indicated (due to experience or change in operating conditions), recommendations will be made for the District's approval to adjust the frequencies and any associated price.

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8.6 EQUIPMENT/LOCATION LIST

The District presently has fifteen (15) Carrier Screw Chillers, listed below are the model numbers, serial numbers, start-up dates and location for each of the units. If new units are added in the District during the term of this contract pricing for additional units will be negotiated through the Purchasing Department and may be added to this RFP.

	Model #	Serial #	Approx. Install Year	Location of Units
1.	#23XL1010	#59119	2000	Celebration K-8
2.	#23XL1111NC40	#54836	1996	Celebration K-8
3.	#23XL1111NC40	#54837	1996	Celebration K-8
4.	#23XL4243ED40	#49347	1996	Horizon Middle School
5.	#23XL4243ED40	#49348	1996	Horizon Middle School
6.	#23XL4142ND60	#53315	1997	Kiss. Middle School
7.	#23XL4142ND60	#53316	1997	Kiss. Middle School
8.	#23XL4141ND60	#50983	1995	Denn John M. S.
9.	#23XL4141ND60	#51189	1995	St. Cloud Middle School
10.	#23XL2121EC60	#49369	1995	Michigan Ave. Elem. Sch.
11.	#23XL2121EC60	#53297	1996	Osceola High School
12.	#23XL2121EC60	#53298	1996	Osceola High School
13.	#23XL2121EC60	#55774	1997	St. Cloud High School
14.	#23XL2121EC60	#55775	1997	St. Cloud High School
15.	#30GXR281-AK650JK	#2503F38213	2003	Ventura Elem. School

8.7 SERVICE AGREEMENT SUMMARY

The following tasks are to be performed on all equipment listed above at the frequencies listed.

TASKS

Routine Operating Inspections
 Repair Services
 Annual Preventative Maintenance
 Vibration Analysis
 Eddy Current Testing

FREQUENCY

3 per year (every 4 months)
 As Required
 Once per year
 Once every other year beginning year 1 of contract
 Once every other year beginning year 1 of contract

8.8 LIST OF TASKS REQUIRED

1. ROUTINE OPERATING INSPECTION

All of the following tasks are to be performed on all equipment listed above during the Routine Operating Inspection at a frequency of 3 times a year (every 4 months).

TASKS

- Report to Customer Upon Arrival
- Check General Machine Operation
- Check Control, Power and Piping
- Check Refrigerant Charge
- Check Safety / Operating Controls
- Check Starter Wiring and Contacts
- Check Gauges / Indicator Lights
- Log CWH/Brine In Temperature
- Log CWH/Brine Out Temperature
- Log CHW/Brine Flow Delta P
- Log CHW/Brine Pump Delta P
- Log Cooler Refrigerant Temperature
- Log Cooler Pressure
- Log Cooler Leaving Temperature Difference
- Log Condensing Water In Temperature
- Log Condensing Water Out Temperature

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- Log Condensing Water Delta P
- Log Condensing Water Delta P
- Log Condenser Refrigerant Temperature
- Log Condenser Pressure
- Log Rotor Inlet Temperature
- Log Condenser Leaving Temperature Difference
- Log Oil Level
- Log Oil Filter Differential Pressure
- Log Oil Sump Pressure
- Log Oil Sump Temperature
- Log Bearing Temperature
- Check Approaches Through Calculation
- STOP Equipment
- Cleanup Work Station
- Report to District, Advise & Obtain Signature

2. ANNUAL PREVENTATIVE MAINTENANCE

All of the following tasks are to be performed on all equipment listed above during the Annual Preventative Maintenance Inspection at a frequency of 1 time per year.

TASKS

- Report to Customer Upon Arrival
- Leak Check with Leak Detector
- Secure Circuits, Lockout and Tag
- Review and Evaluate Log Readings
- Calibrate Cooler Transducer
- Calibrate Condenser Transducer
- Calibrate Oil Pressure Transducer
- Calibrate Condenser High Pressure Cut-Out
- Calibrate Operating Controls
- Pull Oil Sample for Analysis
- Pull Refrigerant Sample for Analysis
- Replace Oil Filter
- Check Gauges / Indicator Lights
- Inspect Starter ARC Shields
- Inspect Starter Capacitors
- Inspect Starter Coil Faces
- Inspect Starter Fuse and Heaters
- Inspect Starter Linkage
- Inspect Starter Resistors
- Inspect Starter Transformers
- Inspect Starter Wire Insulation
- Replace Refrigerant and Venturi Filters
- Replace Drier Cores (When Applicable)
- Megger Compressor Motor
- Restore Power
- Leak Check Disassembled Joints
- Cleanup Work Station
- Report to District, Advise & Obtain Signature

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The following tasks are to be performed on all equipment listed above during the Annual Preventative Maintenance Inspection at a frequency of 1 time the first year on contract only.

TASKS

- Transfer Refrigerant or Isolate Charge
- Drain Oil / Store Old / Replace with New
- Break Vacuum with Nitrogen
- Evacuate Unit to Remove Nitrogen
- Transfer Refrigerant from Storage

The following tasks are to be performed on all equipment listed above during the Annual Preventative Maintenance Inspection at a frequency of 1 time every other year of the contract (year 1, 3 and 5).

TASKS

- Perform Vibration Analysis
- Provide Vibration Analysis Report
- Perform Eddy Current Test
- Provide Eddy Current Test Report

3. REPAIR SERVICE

The following tasks are to be performed on all equipment listed above as required.

TASKS

- Emergency Calls
- Leak Repair Labor
- Major Repair Labor
- Major Repair Material
- Minor Repair Labor
- Minor Repair Material
- Refrigerant Materials up to 10%

8.9 VENDOR EMPLOYEE REQUIREMENTS

1. All employees assigned by the contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Contractor's employees.
2. The personnel employed by the Contractor shall be capable employees, age 18 years or above qualified in this type of work. The Contractor shall staff the buildings with trained and experienced personnel who will exhibit the capability to operate with a minimum of supervision. It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
3. The Contractor's employees shall be required to dress neatly, commensurate with the tasks being performed.
4. All our schools are smoke free. Smoking on school grounds is prohibited.
5. It is the Contractors responsibility to see that every employee on the Contractor's work force is provided and wears as Identification Badge or company shirt /uniform in order to maintain security at the school facility. It shall be the Contractor's responsibility to inform the School district Representative(s) of all new employees promptly at time of employment.

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6. The Contractor shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available. Break areas are restricted to designated space within the building, on chairs in the main hallways or outside benches. Contractor personnel can use designated areas for lunch breaks. Office areas in all buildings are off-limits for designated break periods. The School District's Representative(s) will identify the exact locations in each building where breaks can be taken.
7. The contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers of cabinets, or using telephone or office equipment provided for official use.
8. The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, and inspectors, etc.
9. The School District Representative(s) will determine how the Contractor will receive access to the facility.
10. If keys are provided and lost, the Contractor will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
11. When requested, the Contractor shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Contractor to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Contractor shall obtain a waiver from the employee authorizing the release to the School Board of information acquired by the Contractor from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Contractor immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) a employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Contractor's employee the Contractor will be obligated to cover the cost of the examination. If the test results indicate that the Contractor's employee was not involved in the incident, then the SCHOOL BOARD will pay the cost of the examination.
12. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The successful Contractor(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Contractor and/or the Contractor's employee(s) to prosecution, fines, imprisonment and /or cancellation of this or any other contract(s) that this Contractor presently holds. The Contractor(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
13. Any Contractor's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Contractors (Employers) are required to report such convictions to the school board within ten (10) workdays of receiving this information.

14. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
15. The Contractor shall strictly prohibit interaction between their employees and the student(s).
16. Contractor's Employees may not solicit, distribute or sell products while on School Board Property.
17. Friends, visitors or family members of the Contractor's employees are not permitted in the Work area.

9.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. It is required that six (6) copies of the proposal be submitted along with the original proposal. {The "original" proposal shall be the only one with the "Pricing".} A standard 8-1/2" by 11" format in a spiral bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

9.1 Request for Proposal Form

The Request for Proposal Form supplied as Page One of this document must be completed and appear as the top sheet of the Proposal submitted.

9.2 Table of Contents

Include a clear identification of the materials by section and by page number.

9.3 Letter of transmittal – Limit to one or two pages and:

- A. Briefly state the contractors understanding of the nature and scope of service(s) to be provided for the District and the contractor's overall recommendation for the project.
- B. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers; and
- C. Give the Federal taxpayer identification number of the proposer.

9.4 Profile and Qualifications

Experience and Qualifications of the Contractor

9.4.1 Organization:

1. Contractor Name, Business Address, City, State, County, Zip Code.
2. Size and type of organization and number of years of business under its present business name.
 - a. If your organization is a Corporation, list the following; Date of incorporation, State of Incorporation, President's name, Vice President's name, Secretary's name and Treasurer's name.
 - b. If your organization is a partnership, list the following; Date of organization, Type of partnership (if applicable) and the name(s) of general partners.
 - c. If your organization is individually owned, list the following; Date of organization and name of owner.

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9.4.2 Licensing:

1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. Include with your bid response photocopies of all current licenses that apply to this bid.
2. List jurisdiction in which your organization's partnership or trade name is filed.

9.4.3 Experience:

1. List the categories of work that your organization normally performs with its own forces.
2. Claims and Suits: If the answers to any of the questions below are yes, attach detail.
 - a. Has your organization ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
3. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
4. List major construction projects your organization has in progress, giving the name of project, owner, architect (if applicable), contract amount, percent complete and scheduled completion date.
5. State total worth of work in progress and under contract.
6. List major projects your organization has completed in the past five years, giving the name of project, owner, architect (if applicable) contract amount, date of completion and percentage of the cost of the work performed with your own forces.
7. State average annual amount of construction work performed during the past five years.
8. List the Screw Chiller experience of the key individuals of your organization that would be responsible to fulfill the requirements of this contract. The District requires that the individuals servicing the contract must have a minimum of five (5) years experience with Carrier Screw Chillers and completed the Carrier Screw Chiller Training include with your response a copy of their certificate.

9.4.4 References:

1. List trade references.
2. List bank references.
3. List surety information: Name of Bonding company, bonding limits and name and address of agent.
4. Governmental Agencies also in Florida with contracts similar to this proposal's requirements.
5. Provide references from other Florida school districts or similar agencies for similar to that contemplated by this RFP, including contact persons' name, address, and phone number.

9.4.5 Financial Statement:

1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
 - a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
 - b. Net fixed Assets;
 - c. Other Assets;
 - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
 - e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares per value, earned surplus and retained earnings).
2. Name and address of firm preparing attached financial statements, and date thereof.
3. The financial must be for the identical organization named on page 4. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).
4. Will the organization whose financial statement is attached act as guarantor of the contract for construction?

9.5 Approach To The Scope Of Work

Clearly describe the approach that the proposer will use in providing the services described in Section 8.0.

9.6 Cost of Services

The proposer shall provide contractor fixed costs for completing the scope of services listed in Section 8.0. This information shall be included in the "Bid Price Sheet" and shall only be provided in the "Original" proposal package.

9.7 Additional Data

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is not additional information to present, state in this section "There is no additional information that we wish to present."

10.0 PROPOSAL EVALUATION PROCESS:

RFPs are received and publicly opened. Only names of respondents are read at this time.

The Evaluation Committee, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

The Evaluation Committee will assign points in the evaluation of the written proposals and recommendation process in accordance with the evaluation criteria listed in the Evaluation Criteria, Section 11.0. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors.

A selected group of Contractors may be required to make an oral presentation to the Evaluation Committee. Such a presentation will provide an opportunity for the proposers to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The presentations will be evaluated based on the criteria listed below. See 11.2.

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The presentations will be made at the School District of Osceola County's Purchasing Office, Building 2000, 817 Bill Beck Blvd., Kissimmee, FL 34744. The Selected Contractors will be invited to make a fifteen (15) minute presentation to be followed by a question and answer session no longer than fifteen (15) minutes in length. The Purchasing Office will schedule any necessary presentations.

The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.

The Purchasing Department will prepare and submit its recommendation as an agenda item to the Superintendent.

The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

The School Board will award or reject any or all proposal(s).

11.0 EVALUATION CRITERIA:

Each proposer will be ranked based on an analysis of the following based on the written proposal:

A maximum of 100 points will be awarded based upon the qualifications of the proposing contractor, including, but not limited to the following:

1. Proposers ability to meet all Technical Specification in Section 8.0,
2. Contractors understanding of the nature and scope of services in Section 9.3,
3. Experience and Qualifications of Contractor in Sections 9.4.1-5
4. Approach to the Scope of Work 9.5

11.1 The Evaluation Committee shall rank all proposals received, which meet the submittal requirements. The following factors will be considered in ranking the 'written' proposals received.

<u>Proposal Response Evaluation Criteria</u>	<u>Weighted Value</u>
1. Proposers ability to meet all Technical Specification. Section 8.0	15 points maximum
2. Contractors understanding of the nature and scope of services. Section 9.3 (A, B & C)	15 points maximum
3. Experience and Qualifications of Contractor	
a. Organizational Section 9.4.1 (1 & 2)	10 points maximum
b. Licensing Section 9.4.2 (1 & 2)	15 points maximum
c. Experience Section 9.4.3 (1-8)	15 points maximum
d. References Section 9.4.4 (1-5)	10 points maximum
e. Financial Section 9.4.5 (1-4)	10 points maximum
4. Approach to the Scope of Work Section 9.5	10 points maximum
5. Pricing (Required but not evaluated at this time)	0 points maximum

TOTAL NUMBER OF POINTS: 100 points

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11.2 Each proposer, invited to give an Oral Presentation, will be ranked based on an analysis of the following based on an Oral Presentation:

<u>Oral Presentation Evaluation Criteria</u>	<u>Weighted Value</u>
1. <u>Knowledge of this Industry</u>	<u>20 points maximum</u>
2. <u>Ability to provide scope of service</u>	<u>25 points maximum</u>
3. <u>Ability to meet required experience and qualifications</u>	<u>25 points maximum</u>
4. <u>Oral Presentation</u>	<u>10 points maximum</u>
5. <u>Pricing</u>	<u>20 points maximum</u>
<u>TOTAL NUMBER OF POINTS:</u>	<u>100 points maximum</u>

12.0 **CANCELLATION OF AWARD/TERMINATION:**

In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

13.0 **DEFAULT:**

In the event that the awarded proposer(s) should breach this contract, the District reserves the right to seek remedies in law and/or in equity.

14.0 **LEGAL REQUIREMENTS:**

It shall be the responsibility of the proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

Proposer(s) doing business with the district are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

15.0 **FEDERAL AND STATE TAX:**

The District is exempt from federal and state taxes for tangible personal property. The Purchasing Director will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

16.0 **CONFLICT OF INTEREST:**

All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

17.0 INSURANCE REQUIREMENTS:

Proof of the following insurance will be furnished by the awarded bidders to the School District of Osceola County by Certificate of Insurance. **THE SCHOOL DISTRICT OF OSCEOLA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE SCHOOL DISTRICT.**

Certificates of insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Osceola County's Risk Management Department, with copies going to the Purchasing Department, who originated the contract, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty (30) days written notice must be provided to the School District of Osceola County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven (7) days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more, the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. WORKER'S COMPENSATION: Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. COMPREHENSIVE GENERAL LIABILITY: Awarded bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. BUSINESS AUTOMOBILE LIABILITY: Awarded bidders shall procure and maintain, for the life of the contract agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event, we acquire any vehicles throughout the term of this contract agreement,

_____ (Company Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of the acquisition.

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D. PROFESSIONAL LIABILITY: The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the School Board of Osceola County and each officer, agent and employee of the School Board of Osceola County against all claims, against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of this project.

18.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Awarded proposers shall, in addition to any other obligation to indemnify the School District of Osceola County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officer, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual alleged;

- A. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, sub-contractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. Violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. Liens, claims or actions made by the contractor or any sub-contractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any sub-contractor under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School Board of Osceola County to enforce this agreement shall be borne by the proposer.

19.0 PUBLIC RECORDS LAW:

All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

20.0 PERMITS AND LICENSES:

The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinance without additional cost to the District.

21.0 INTELLECTUAL PROPERTY RIGHTS:

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School Board.

22.0 SUB-CONTRACTS:

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in sub-contractors or sub-proposers require prior School District written approval.

23.0 INDULGENCE:

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

24.0 PROPOSER'S MAILING ADDRESS:

It is the responsibility of every proposer to register and maintain their current mailing address with the School District of Osceola County Purchasing Department.

25.0 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

26.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

27.0 POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on School District property.

“Firearm” means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School District project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor’s agreement with the School District shall be terminated.

28.0 JOINT PROPOSAL:

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

29.0 FUNDING OUT/TERMINATION/CANCELLATION:

Florida School Laws (Section 237.161, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board’s then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of all further obligations in any way related to the services covered herein.”

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for “funding out”.

30.0 BID PROTESTS

BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

- A. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal one (1) percent of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00.
- B. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Alternatively, the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- C. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- D. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- E. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and OWNER shall retain such amount and sum.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

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PRICE SHEET

31.0

31.1 **Total Turnkey Price for the Screw Chiller Service Contract for the District. Price is for a total of fifteen (15) Screw Type Carrier Chillers for a base period of 5 years. Contract Price is based on a yearly cost to perform the Scope of Service as outlined in Section 8.0. The District may pay the yearly cost up front or make partial payments on a quarterly basis for services provided. If the District could pay for this service in advance, what kind of discounts if any would you offer?**

A. **Contract Yearly Price \$** _____

B. **If the District could pay for this in advance, What kind of discount would you offer? \$** _____ **(deduct)**

31.2 **List Exclusions (if any)** _____

AWARD BASED ON 31.1, 31.2 AND RFP EVALUATIONS

I certify that this bid is made without prior understanding, agreement or connection with any corporation, contractor, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this bid for the bidder.

NAME (Typed) TITLE

SIGNATURE VENDOR NAME

DATE TELEPHONE NUMBER FACSIMILE NUMBER