

SUBMIT TO:
 The School District of Osceola County,
 Florida
 Purchasing Department, Building 2000
 817 Bill Beck Blvd.
 Kissimmee, FL 34744



REQUEST FOR PROPOSAL

AN EQUAL OPPORTUNITY EMPLOYER
www.osceola.k12.fl.us/depts/Purchasing/Index.asp

CONTACT PERSON:
Cheryl M. Jessee

Telephone #: 407.870.4627
 Fax #: 407.870.4616

Date issued: *October 14, 2008*

TITLE: ***Water Treatment for Cooling Towers & Closed Loop Systems***

NUMBER:
SDOC 08-P-033 CJ

SUBMITTAL DEADLINE:
November 13, 2008 at 2:00 PM

PRE PROPOSAL CONFERENCE - DATE, TIME AND LOCATION:
October 28, 2008 at 9:00 AM in the Purchasing Conference Room 817 Bill Beck Blvd. Building 2000, Kissimmee, Fl

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

FIRM'S NAME:

MAILING ADDRESS:

CITY - STATE - ZIP:

TELEPHONE NO:

FAX NO:

FEDERAL ID NO. OR SOCIAL SECURITY NO.

X _____
 Authorized Signature _____ Typed Name

_____ Title _____ Date

_____ Email Address

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE
 GENERAL CONDITIONS AND INSTRUCTIONS**

****** PLEASE READ CAREFULLY ******

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.

1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School District of Osceola County Purchasing Department prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Department after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. OPENING: Opening shall be public in the School District Purchasing Department immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (b) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or ten (10) days, whichever is earlier.

4. PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.

5. CLARIFICATION/CORRECTION OF ENTRY: The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the School District Purchasing Department in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.

Failure to acknowledge addenda may result in the offer not being considered.

7. INCURRED EXPENSES: This invitation does not commit the School Board to make an award nor shall the School Board be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

8. PRICING: Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the School District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

9. **ADDITIONAL TERMS & CONDITIONS:** The School Board reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
10. **TAXES:** The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012500806C-9. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.
11. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
12. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
13. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications.

Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the offeror. The Purchasing Department is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing Department. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing Department to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the School Board would be binding itself to purchase by making an award.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the School Board.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
19. **INDEMNIFICATION OF SCHOOL BOARD**
The respondent shall indemnify, hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from the respondent's performance or nonperformance of services pursuant to the contract.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
21. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.

26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the School Board Bid list and the /respondent being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.

27. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

28. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and it’s departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.

The District is coterminous with Osceola County. The annual budget for the District for 2007-2008 school year totals \$999,422,956, including an operating budget of \$461,355,469, and a capital budget of \$401,140,409. The District operates thirty-nine schools, which includes twenty -one (21) elementary schools, seven (7) middle schools, eight (8) high schools, two (2) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for twelve alternative education sites, and seven charter schools. The total full-time K-12 projected enrollment of public school students for August 2007 is 53,070. Growth is projected to continue in the future at an average of 2000 students per year.

29. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Request For Proposal.

30. **AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

31. **NO CONTACT:** Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, and School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an Request For Proposal, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Request For Proposal, request for quote, request for proposal, invitation to negotiate, or request for qualifications. (*School Board Rule 7.70.I.G*)

32. **DEFINITIONS:**

RESPONDENT – The term “respondent” used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

OFFEROR – The term “offeror” used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.

SCHOOL BOARD – The term “School Board” herein refers to the School Board of Osceola County, Florida, and its duly authorized representatives and any school, department, or unit within the School District.

USING AGENCY – The term “using agency” used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Purchasing Department of the School District.

THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD

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1.0 PURPOSE & OVERVIEW

The purpose of this Request For Proposal (RFP) is to solicit competitive sealed proposals for ***the Water Treatment for Cooling Towers and Closed Loop Systems***

1.01 General Information about the District:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.

- 1.02 The District is coterminous with Osceola County. The annual budget for the District for 2008-2009 school year totals \$954,129,820, including an operating budget of \$446,994,491, and a capital budget of \$356,639,533. The District operates forty schools, which includes twenty-one (21) elementary schools, seven (7) middle schools, eight (8) high schools, three (3) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for eleven alternative education sites, and seven charter schools. The total full-time K-12 enrollment of public school students as of September 2008 is 51,594.

2.0 SCOPE OF SERVICES

List below are the District's minimum requirements for the services requested. The District would consider other State of the Art alternatives for the Water Treatment for the Cooling Towers and Closed Loop Systems.

2.01 PRODUCTS OR SERVICES TO BE PROVIDED, AND APPLICABLE SPECIFICATIONS

A. CHEMICAL TREATMENT SPECIFICATIONS

The chemical water treatment for the cooling towers shall be a "state of the art" polymer design using organic complexing agents for scale and deposit control and Alkaline Base inhibitors for corrosion protection. The use of an acid based compound on a continuous basis is prohibited unless approved by the District. **Current raw make-up water analysis report from each of the four (4) Water Districts must be provided with bid submittal.** All chemicals must be completely biodegradable and conform to all local, state and federal regulations. Complete microbiological control will be maintained at all times using only EPA and the State of Florida approved micro biocides. Proof of registration will be required with submission of bid. All necessary treatment chemicals will be the responsibility of the successful Respondent. Chemical Products are as follows: Alkaline based corrosion and scale inhibitor, Biocide control compounds (Quaternary Ammonium Compound), Bromine for Bromine feeders at all locations, Chilled Water Loop Corrosion Control Compounds.

The chemical water treatment program for closed chilled systems shall be "state of the art" Borate/Nitrate/Molybdate/Phenathalene designed for total control over scale, corrosion and microorganisms and to color the Chilled Loop to aide in leak detection. Microbiological control products used shall be EPA and State of Florida approved.

B. CLOSED LOOP TREATMENT

All schools with cooling towers must have closed loop treatment and inspections once a month. All other closed loop locations must be treated and inspected quarterly. If any are found dirty or contaminated, they must be flushed and retreated at no additional cost to the School District.

C. SERVICE

The successful Respondent shall be responsible for conducting tests at each location twice a month (Bi-Weekly) and submitting a faxed summary of service within (5) working days upon completion of each bi-weekly service to Jim D'Amico or designee in the Maintenance Department at 407-935-3747. Immediate notification of potential problems that might require attention must call Jim D'Amico or designee at 407-935-3740.

Where parts or equipment are to be replaced under this contract, the District reserves the right to provide such devices from other sources for installation by this contractor.

System outages will only be taken when necessary. Coordinate all such outages with the Maintenance Department and School administration no less than seven calendar days in advance. Outages will normally be taken at night, after normal school hours, or on weekends and holidays. Only extreme emergency conditions will necessitate outages being taken that will interrupt normal school functions.

The successful Respondent shall be responsible for applying approved herbicides to cooling tower enclosure area for weed control as needed.

The successful Respondent is responsible to inspect for wear and integrity of the tube sheet. This inspection should be coordinated through Jim Damico or designee along with Eddy Current Testing. The Respondent shall accept responsibility of the condensing barrel side of the system after the first Eddy Current Testing. The successful Respondent shall be responsible for the initial clean up of the systems that required cleaning. Clean up recommendations shall be submitted as part of the bid package in writing with complete details and cost estimates. Where flushing of systems is required, the Respondent will be responsible for the removal and disposal of all water, materials, chemicals, etc. that result from the cleaning procedures. Vendor shall provide equipment and labor to brush/clean chiller tubes if scaled or fouled by treatment program at no additional cost to the District.

The successful Respondent is required to supply the necessary water treatment chemicals and services necessary for a total system management, including labor required for administering, monitoring, and testing water treatment systems. At the District's request only Rydlyme Biograceable Descaler is to be used. The chemicals will be stored at the successful Respondent's warehouse.

The successful Respondent will be responsible for preventing build-up of scale, algae and other adherent mineral deposits to heat transfer sections of the equipment being treated as well as associated piping and components. Periodic descaling with inhibited acids will not be considered as meeting the specification.

In the event that scaling, algae, mineral deposits or any other type related problem develops, the successful vendor shall remove the problem at his expense and bring all systems back into proper working order. If at any time the equipment should become scaled, during some period of this contract, the successful Respondent will be completely responsible for furnishing all chemicals and labor necessary to descale the equipment promptly at no additional cost to the District and confirming that everything is in good working order.

The present feed equipment will be used if possible. If additional feed equipment is required, the successful Respondent shall furnish and install the equipment at a predetermined price as part of this bid. The equipment will remain in the ownership of the School Board at the end of the contract. The water treatment company at no additional cost will maintain all new and existing equipment. This will include pumps, tanks, feed lines, controllers and ejectors as well as the repair, maintenance and/or replacement of the electronic pH/conductivity controller for the duration of the Agreement including the circuitry and probes. Repair, maintenance and/or replacement of the chemical feed pumps, installed water meters (makeup and bleed), and other

installed chemical feed related equipment. Vendor shall provide the District with loaner equipment for any device out for repair within twenty four (24 hours) of removal of said device for repairs from SDOC's premises.

Chemicals used in the treatment of water shall provide for protection of mechanical seals, pumps, heat exchange equipment and prevent corrosion, pitting, calcium carbonate, or any scales that are caused by the various water types in the School District System.

- All chemicals used in the treatment under this contract shall be from fresh stock and of the proper grade and quality. Upon evidence that chemicals are from surplus stock, or rejects, or have been adulterated, the School Board may immediately cancel the contract in default.
- The Respondent shall state in the bid submitted the identity of all chemicals to be used and submit MSDS sheets for each chemical **as part of the RFP package**.

Closed circulating chilled water and hot water systems must be treated with an approved product that contains at least four corrosion inhibitors for both ferrous and nonferrous metals. The treatment level and product analysis must be furnished along with the recommendations for treatment.

D. ADDITIONAL SERVICES

As part of the bid response, the Respondent shall submit the hourly rate labor costs of the technicians and supervision listed in the staffing plan. These rates will be used in developing cost for needed work that may occur from time to time outside the scope of the base contract. The Respondent and the District may negotiate the cost specific project using labor costs on an as needed basis.

E. WARRANTY ADMINISTRATION

The Respondent shall administer, coordinate, and enforce any and all warranties that are in effect at the time of commencement of this contract. The Respondent shall also perform all work necessary to maintain warranted items in order that they remain in full force throughout the normal warranty period.

F. MATERIAL DATA SHEETS

Respondent is required to submit product bulletins, material data sheets, proof of EPA and State registration of micro biocides, control ranges for all products recommended and a list of three (3) Florida references where a similar program is being maintained (list location, telephone number and contact person by name) with this bid (use attached reference sheet). In addition, Respondent must certify that the products to be used will not harm personnel nor will they damage any equipment and property coming in contact with such products, as long as proper use is observed and chemical is kept in proper control ranges. **Control ranges to be provided in writing with bid submittal.** Material Data Sheets are to be placed in Mechanical Room where chemicals are stored. All containment of chemical stored on District property must be in accordance with current EPA Standards.

G. SAMPLE TESTING

1. Laboratory tests of chemicals and samples will be made as required by the District.
2. Sampling and testing procedures shall be made in accordance with Standards of American Society for Testing and Materials. Tests may be made by an independent commercial laboratory selected by the District and paid for by the District. A laboratory report of each test, containing all pertinent information, will be mailed to the District to whose work the test pertains. Copies of each test shall be sent to awarded Respondent upon request.

3.0 SPECIAL TERMS & CONDITIONS

3.01 RFP Closing Date

Proposals must be received by the School District of Osceola County's Purchasing Department, 817 Bill Beck Blvd, Building 2000, Kissimmee, Florida 34744-4495, no later than **2:00 p.m., local time, on November 13, 2008**. Proposals received after this time will not be considered.

3.02 Proposed Schedule

<i>October 14, 2008</i>	Release date for Request for Proposal
<i>October 28, 2008</i>	Pre-proposal Conference
<i>October 31, 2008</i>	Final date to receive written questions
<i>November 6, 2008</i>	Release date for Addenda to answer written questions
<i>November 13, 2008</i>	Closing Date
<i>November 19, 2008</i>	Written Evaluations (Committee)
<i>November 25, 2008</i>	Oral Presentations
<i>November 25, 2008</i>	Recommendation of Top-Ranked Firm
<i>December 5, 2008</i>	Submittal of Final Contract for Board Approval
<i>December 16, 2008</i>	Board Approval

3.03 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):
 School District of Osceola County, Florida
 Purchasing Department, Building 2000
 817 Bill Beck Blvd
 Kissimmee, Florida 34744-4495

Mark package(s) "**RFP # 08-P-033 CJ Water Treatment for Cooling Towers & Closed Loop Systems**"

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to the Purchasing Department, Building 2000 at the above address. To be considered, **a proposal must be received and accepted in the Purchasing Office before the RFP Closing Date and Time.**

* DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN *	
SEALED PROPOSAL NUMBER:	_____
PROPOSAL TITLE:	_____
PROPOSAL DUE ON	_____ AT _____ P.M.
PROPOSAL ENCLOSED	_____ "NO PROPOSAL LETTER" ENCLOSED _____
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

Cut out the Label above and attach it to your envelope/package

3.04 Pre-proposal Conference

A. A pre-proposal conference will be held in the Purchasing Department Conference, at 9:00 AM, local time on October 28, 2008. While this is not mandatory, all interested parties are encouraged to attend and participate.

- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Kissimmee, Florida, (407) 870-4625 at least five (5) days prior to the date.

3.05 Public RFP Opening

- A. Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Purchasing Departments ten (10) days of the closing date, by appointment (Florida Statute 119.071 (1) (b)).
- B. A complete recap of proposals will be available after the committee makes a recommendation. A copy of the completed proposal recap will be available on our Purchasing web page at <http://www.osceola.k12.fl.us/depts/Purchasing/index.asp> within ten (10) days.
- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Kissimmee, Florida, (407) 870-4625 at least five (5) days prior to the date.

3.06 Proposal Form

- A. See **Submittal Requirements** for complete details.
It is not necessary to return every page of this document with the Proposal; return only the pages that require signatures or information.
- B. Each respondent shall submit **Eight (8)** complete sets of the Proposal Submittals; the fee structure shall only appear in the hard copy marked "original" and shall be in a separate sealed envelope:
- **One (1)** hard copy marked "ORIGINAL" with fee structures in a sealed envelope
 - **Five (5)** hard copies marked "COPY" without fee structures
 - **Two (2) COMPLETE electronic copies on CD's, in PDF format (Excel spreadsheets shall not be recorded in PDF). Note solicitation number and name of company on the disk.**
- If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".**
- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.07 Questions Concerning RFP

- A. Questions concerning any portion of this RFP shall be directed in writing or by e-mail to the Purchasing Agent named herein, who shall be the official point of contact for this RFP. Questions should be submitted at least seven (7) days before the closing date.
- B. Mark cover page or envelope(s) "**Questions on RFP #SDOC 08-P-033 CJ Water Treatment for Cooling Towers & Closed Loops Systems.**"
Submit questions to:
Cheryl M. Jessee, Senior Buyer
Telephone: 407.870.4630
Fax: 407.870.4616
E-mail: jesseec@osceola.k12.fl.us

3.08 Clarification and Addenda

- A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 407.870.4616) through the Purchasing Agent named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the School District's web site at <http://www.osceola.k12.fl.us/depts/Purchasing/index.asp> for any addenda. The District will not mail/fax/email addenda to prospective respondents.**

3.09 Award

The School Board reserves the right to award the contract to the respondent(s) that the School Board deems to offer the best overall proposal(s). The School Board is therefore not bound to accept a proposal on the basis of lowest price. In addition, the School Board at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the School Board's best interest. 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 proposer or subsequent proposers until an agreement is reached.

3.10 Other Agencies

- A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity to participate in the contract under the same prices, terms and conditions.
- B. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

3.11 F.O.B. Point

The F.O.B. points for this contract and for all purchases made under it shall be as specified by the using entity (in accordance with the RFP proposal form), in Osceola County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller / respondent and the carrier.

3.12 Assignment

The awarded respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the School Board. School Board shall approve any requests for assignments and/or sub-letting of leasing contracts prior to responding to such requests.

3.13 Contract

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board may be incorporated into a contract and become legally binding. A

separate contract document, other than the purchase order, will be issued; see attached preliminary draft (Attachment "H"). The attached draft contract is the School Board's standard contract and may be revised subject to negotiation between the School Board and the respondent. Content of the final contract may contain changes from the School Board's perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of services as outlined in Section 2.0 of the RFP along with the successful respondent's submittal. School Board contracts are subject to review by the School Board Attorney or designee for determination of legal form and substantive sufficiency.

- B. The Director of Purchasing and Warehouse, Superintendent and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee is authorized to make changes to any contract.
- C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Purchasing Department at 407.870.4625.

3.14 Disclosure of Proposal Content

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

3.15 Respondent's Responsibility

A respondent, by submitting a proposal, represents that:

- A. The respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;

- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;
- D. The respondent will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the School Board's annual audit.

3.16 Payment Terms

- A. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.
- C. The School Board has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a proposal (offer) to the School Board, the respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the respondent to the School Board for any legal obligation between the respondent and the School Board.
- E. The School District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).
- F. The School District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).

3.17 Conflict of Interest Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.18 Licenses and Certificates

- A. The School Board reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each firm and personnel who will be performing services on behalf of the firm for the Board are to be properly licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

3.19 Minor Irregularities

The School Board reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the School Board. Minor irregularities are defined as those that have no adverse effect on the School Board's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.20 Insurance Requirements

Each respondent shall include in their submittal proof of insurance capabilities, including but not limited to, the following requirements:

- A. Workers' Compensation – As required by Florida law. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a copy of said notice.

Requirements for Respondents that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.

The waiver mentioned above is included as an attachment to this bid. Waivers shall be returned with the bid proposal as detailed in the Submittal Requirements.

- B. Commercial General Liability Insurance
 - 1. Each occurrence
 - (a) One Million Dollars (\$1,000,000)
 - 2. Aggregate
 - (b) One Million Dollars (\$1,000,000)
- C. Professional Liability Insurance
 - 1. (a) One Million Dollars (\$1,000,000) with a deductible not to exceed \$25,000

The respondent shall carry Property Damage and Public Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the School Board.

Certificate of Insurance: A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished by the respondent to the School Board Representative prior to the execution of the contract and annually upon renewal thereafter. Respondent agrees that School Board will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance have been provided to the School Board Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- (1) The name of the insured respondent, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- (2) Statement that the Insurer will mail notice to the School Board at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) School Board shall be named as an additional insured on General Liability Insurance as evidenced by the endorsement.

Loss Deductible Clause: The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the respondent and/or subcontractor providing such insurance.

3.21 Award Term

The School Board is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful respondent(s) shall be awarded an initial three (3) year term with one (1) subsequent two (2) year renewal. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

3.22 Unusual Costs

The Respondent may petition the School Board at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The School Board may request from the Respondent, and the Respondent shall provide, such further information as may be reasonably necessary in making its determination. The School Board shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the School Board. Any price redetermination shall be solely based upon the documentation provided and the School Board reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.23 Deviations

All proposals must clearly and with specific detail, note all deviations to the **exact** requirements imposed upon the respondent by the Specifications. Such deviations must be stated upon the Proposal Form otherwise School Board will consider the subject proposals as being made in strict compliance with said Specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that the School Board will only consider proposals that meet the exact requirements imposed by the Specifications; except, however, said proposals may not be subject to such rejection where, **at the sole discretion of the School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.24 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the respondent to have waived any right to claims against the School Board concerning this agreement.

3.25 Termination / Cancellation of Contract

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

The Respondent may cancel the resulting contract with ninety (90) days **written** notice to the Director of Purchasing and Warehouse. Failure to provide proper notice to the School Board may result in the respondent being barred from future business with the School Board.

3.26 Termination for Default

The School Board's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

3.27 Termination for School Board's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. The respondent may cancel the resulting contract with ninety (90) days **written** notice to the Director of Purchasing and Warehouse.

3.28 Incurred Expenses

This RFP does not commit the School Board to award a contract nor shall the School Board be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.29 Post-Proposal Discussions with Respondents

It is the School Board's intent to award a contract(s) to the respondent(s) deemed most advantageous to the School Board in accordance with the evaluation criteria specified elsewhere

in this RFP. The School Board reserves the right however, to conduct post-closing discussions with any respondent who has a realistic possibility of contract award including, but, not limited to: request for additional information, competitive negotiations, and best and final offers.

3.30 Presentations by Respondents

- A. The School Board, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to the School Board.
- B. The School Board reserves the right to require any respondent to demonstrate to the satisfaction of the School Board that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the School Board and the School Board shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.31 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent but to ensure that the School Board receives quality services.

3.32 Compliance with Laws and Regulations

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Florida, Osceola County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

3.33 Indemnification of School Board

The respondent shall indemnify hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims losses, expenses, injuries, damages, or liability resulting or arising solely from respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the respondent to defend at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board, which may result from respondent's performance or nonperformance of services pursuant to the contract.

3.34 Records & Right to Audit

The respondent shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the School Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

3.35 Changes in Scope of Services

- A. The School Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Representative, School Board's Director of Purchasing and Warehouse, and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

3.36 Modifications Due to Public Welfare or Change in Law

The School Board shall have the power to make changes in the contract as the result of changes in law and/or Ordinances of the School Board to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or the Ordinances of Osceola School Board materially alters the obligations of the respondent, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

3.37 Right to Require Performance

- A. The failure of the School Board at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting

additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

3.38 Force Majeure

The School Board and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.39 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the School Board.

3.40 Claim Notice

The respondent shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the School Board project site.

3.41 Contract/Respondent Relationship

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded respondent shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent respondent the awarded respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-respondent's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent respondent shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent respondent shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the successful respondent will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto (See Attachment "H"). Any contract awarded as a result of this RFP shall begin on or about December 17, 2008 and continue through December 16, 2011. Renewal periods of one (1) two year renewal periods will be allowed upon mutual consent of the School Board and the awarded respondent. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same.

The independent respondent shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

3.42 Proposal Acceptance/Rejection

The School Board reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the School Board.

3.43 Funding Out/Termination/Cancellation

A. Florida School Laws (Section 1000, 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.

B. 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.

C. Therefore, the following funding out provisions is 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 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.
- c. "This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- d. 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".

3.44 Posting of RFP Conditions/Specifications

This RFP will be posted for review by interested parties on the School Board's Purchasing Department's web site and will remain posted up to and including the Due Date of this RFP. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

3.45 Posting of RFP Recommendation

The recommendation for award will be posted for review by interested parties on the School Board's Purchasing Department's web site and will remain posted for a period of 72 hours. Any person who may be adversely affected by an intended decision with respect to the award of any bid may protest such a decision by following the bid protest procedure of the School District of Osceola County. Failure to follow the requirements of the bid protest procedures and Section 120.57(3), Florida Statutes, shall constitute a waiver of all protest rights.

3.46 Examination of Documents

Document files may be examined, during normal working hours, ten (10) days after proposals have been opened.

3.47 Tobacco Free

The School District is a Tobacco free District. Tobacco and tobacco products are prohibited on any of the District properties.

3.48 School Security

Respondent acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and other wise comply with applicable law, the respondent (awarded firm) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of this contract by the District:

- A. Unauthorized Aliens. The District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- B. Possession of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District

property. If any employee/independent Awarded Firm of the awarded vendor, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to the District's property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded vendor shall terminate its agreement with the sub-Awarded Firm. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement. "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 devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

- C. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
- D. Possession/Use/Under the Influence of Mind Alerting Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent Awarded Firm or its sub-Awarded Firms' employees/independent Awarded Firms, will not be tolerated on the District's property. If any employee/independent Awarded Firm is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-Awarded Firm for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement.
- E. Compliance with the Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contrast/agreement.

3.49 Taxes

The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.osceola.k12.fl.us/depts/Purchasing. Firms or Respondents doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Respondent be authorized to use the District's Tax Exemption Number in securing such materials.

3.50 Advertising

The successful respondent shall not publicly disseminate any information concerning the Contract without prior written approval from the District, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

3.51 Security and Confidentiality

The successful respondent shall comply fully with all security procedures of the District in performance of the Contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

3.52 Suspension of Work

The School Board's Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the School District to do so. The School Board's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the School Board's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor/Respondent to any additional compensation.

3.53 Packaging, Transportation and Delivery

Any tangible product delivered under this Contract shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers.

All prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point in Osceola County, as specified on each Purchase Order. Delivery shall be within thirty (30) calendar days after the receipt of the notice to proceed or purchase order. The Respondent must notify the School District within five (5) calendar days after receiving a purchase order, if there are any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract Termination and possible Respondent suspension for a period up to 12 months.

3.54 Installation

Where installation is required, the Respondent shall be responsible for placing and installing products in the required locations at no additional charge. All miscellaneous installation materials shall be included in the Total Turnkey price. The miscellaneous installation materials include the

following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Respondent shall protect the site from damage and shall repair damages or injury caused during the installation by the Respondent or its employees or agents. If any alternation is required to the Building to achieve installation, the Respondent shall promptly restore the structure or site to its original condition. Respondent shall perform installation work so as to cause the least inconvenience and interference with the Customer and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.55 Literature

Upon request, the Respondent shall furnish literature reasonably related to the Services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

3.56 Inspection and Acceptance

The Customer will accept each Deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the Deliverables, as specified in the projects proposal. The scope and nature of this testing should be negotiated prior to the Purchase Order and should be sufficiently comprehensive to ensure the completeness, quality and adequacy of all Deliverables.

3.57 Intellectual Property

The terms and conditions contained in this section shall apply to all Purchase Orders issued under this contract unless the Customer specifically details other terms on the Purchase Order. The Customer and the Respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the School District.

3.58 Key Personnel

Respondent's Key Personnel (if any) shall be identified on the projects proposal/quote, and may include employees, agents, subcontractors, or other personnel of the Respondent. The Respondent agrees that in the event it becomes necessary for the Respondent to change Key Personnel while performing Services under the purchase order, substitution of Key Personnel shall take place only upon Customer's prior written consent. Failure to notify Customer prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the Customer, may be sufficient cause for Termination.

3.59 Warranty

Respondent warrants the Services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance.

Equipment provided must include the Manufacturer's warranty, the successful Respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the Manufacturer's normal period of time from date of acceptance by the School Board. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful Respondent shall repair or replace same at no cost to the School Board immediately upon written notice from the School Board. All warranty paperwork shall be included with Deliverables prior to acceptance by the School Board.

3.60 Price Redetermination - Fuel

The successful respondent may petition the Director of Purchasing and Warehouse for price redetermination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price redetermination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of October 2008. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price redetermination will include all items awarded. If the School Board and the respondent cannot agree on any price redetermination, then the contract will expire. Respondents shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price redetermination due to fuel price escalation shall preclude any price redetermination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- PPI in the month the solicitation closed was \$281.40 \$300.00
- Current PPI is \$300.00 -\$281.40
- \$18.60
- \$18.60 divided by \$281.40 = .066%
- The unit cost of the product/service is \$100.00
- 14% of \$100.00 = \$14.00
- \$14.00 x .066% = \$.92
- New unit price for the product/service is \$100.92

If the School Board grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the Board may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation.

If the School Board and the respondent cannot agree on any price redetermination, then the contract will expire without prejudice 30 (thirty) days after the impasse is reached.

3.61 Resolution of Bid Protests

The School Board Rule 7.70.V shall be followed as outlined below for the resolution of any bid protests:

- A. The School Board shall follow the procedure specified in Florida Statutes, Section 120.57(3) and as the same may be amended from time to time for the resolution of bid protests.
- B. The Purchasing Department shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting.

The notice shall contain the following statement:

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- C. Any person who is adversely affected by the intended award of a solicitation or contract by the School Board or the recommendation of the Director of Purchasing or other responsible employee of the School Board shall file with the Director of Purchasing as agent for the School Board a notice of protest in writing within 72 hours after the electronic posting of the award or intended decision, and shall file a formal written protest within ten (10) days after the date he or she has filed the notice of protest. With respect to a protest of the specifications contained in a solicitation, the notice of protest shall be filed in writing within 72 hours after the electronic posting of the solicitation, and the formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. All formal written protests must be filed with a bond payable to the School District equal to 1% of the estimated contract amount (Florida Statute 287.042(2)(c)). Failure to file a notice of protest or failure to file a formal written protest and bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The School Board may, in its discretion, waive any procedural irregularity or defect in procedures so long as any opposing party is not materially prejudiced by such waiver. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. The notice of protest and formal written protest shall be filed in the Purchasing Department between the hours of 8:00 a.m. and 4:30 p.m. upon any day the office is open for business.

The provisions specified herein constitute the exclusive remedy for any adversely affected party with respect to a bid protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- D. Upon receipt of the formal written protest which has been timely filed, the Purchasing Director shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final agency action, unless the School Board, by duly enacted resolution sets forth in writing the particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

The School Board finds that a substantial interest in the public welfare is the timely award of contracts when required as a condition of receiving grants or funds from outside sources which will be in addition to the regular school budget.

- E. The Purchasing Director shall schedule a meeting to provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest and bond.
- F. If the Purchasing Director cannot resolve the protest by mutual agreement within the seven (7) day period referred to in Paragraph V.E above, the School Board shall conduct an informal administrative hearing, under Section 120.57(2), Florida Statutes, acting as the agency head, where there are no disputed issues of material fact. The informal hearing shall be held with notice of no less than 72 hours, excluding Saturdays, Sundays, and legal holidays within thirty (30) days of receipt of the formal written protest and bond, unless the parties, with the consent of the School Board, agree to extend the time for the hearing. The School Board shall have the right to schedule the hearing subject to these provisions.

3.62 Definitions

As used in this RFP, the following terms shall have the meanings set forth below:

Contract: The document resulting from this solicitation between the School Board and the Respondent, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contract Administrator: The Director of Purchasing and Warehouse or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Warehouse.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Warehouse for the School Board.

Exceptions to RFP: An exception is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the School Board for the provision of the services set forth herein.

Respondent's Project Manager: The Project Manager has responsibility for administering this contract for the Respondent and will be designated prior to execution of the contract.

School Board: The term School Board refers to the School District of Osceola County, Florida.

School Board's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting contract for the School Board and will be designated prior to award of contract.

Successful Respondent: That person or entity that is awarded a contract with the School Board for the provision of the services set forth herein.

End of Section

4.0 SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on an analysis of the criteria herein addressed.

- 4.01 Scoring:** An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section.

- 4.02** All proposals shall include at minimum:

Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value 10)

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business

1. A brief profile of the firm, including:
 - A. A brief history of the business
 - B. Organizational structure of business
 - C. Designation of the legal entity by which the business operates (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.)
 - D. Ownership interests
 - E. Active business venues (counties, states, etc.)
 - F. Present status and projected direction of business
 - G. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida

H. Those firms located within the Osceola County must include a copy of their County Business Tax Receipt (formerly known as an occupational license). If a respondent is located within Osceola County, failure to have or obtain an Osceola County Business Tax Receipt prior to the RFP closing date and time shall automatically render a respondent non-responsive. **Note: Charitable organizations that qualify under Florida Statute No. 205.192 are exempt from this requirement.**

I. Federal Identification Number of firm

Tab 2 - Completed Respondents Information Form (page 1 of this RFP) (Non-Scored)

Tab 3 – References – (Weighted Value 10)

List at least three (3) recent and relevant references where the proposed services have been used within the past year. The degree of relevant experience of the proposer with Florida School Boards and/or political subdivisions will be a primary factor.

Tab 4 - Ability, Capacity, and Skill of the Firm – (Weighted Value 10)

The ability, capacity, and skill of the Firm to be able to provide the services here in addressed.

Tab 5 – Experience of Personnel – (Weighted Value 10)

The overall qualifications/resumes of the key personnel providing the service requested, including education and training, and experience in services herein addressed.

Tab 6 – Approach and Methodology – (Weighted Value 20)

The Firm's approach and methodology of how the services herein addressed will be provided. Provide any additional solution to the approach and methodology other than herein addressed.

Tab 7 – Other Services – (Weighted Value 10)

Services relevant to this contract that are in addition to the duties as outlined in the Scope of Services can be submitted in this section. Include any/all exceptions taken to the content of the solicitation, the attached contract (Attachment "H") or legal agreement (s) or document(s) related to the solicitation.

Tab 8 – Financial Statement – (Weighted Value – 5)

All respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

Tab 8 – Conflict of Interest Form (Attachment "C") (Non-Scored)

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

Tab 9 – Addenda (Non-Scored)

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 10 – Confidential Materials (Attachment "E", Exhibit "A") (Non-Scored)

All materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

Tab 11– Additional Requirements Attachments (Non-Scored)

Drug Free Workplace Certification, Attachment "A"

Debarment Certification, Attachment "B"

Hold Harmless Certification, Attachment "F"

Tab 12 – Fee Structure (Required but not scored at this time)

The proposer will provide services as outlined in the Scope of Services for a bi-monthly and quarterly fee's. The bi-monthly and quarterly fees' will include all services, travel, telephone consultations, and administrative support. In addition to the bi-monthly and quarterly fees' for services addressed in this RFP, the District would like an hourly rate for Special Project for services not specifically addressed in the RFP Scope of Services.

The fee structures shall only appear in the hard copy marked "original" and shall be in a separate sealed envelope.

5.0 ORAL PRESENTATION EVALUATION CRITERIA

Each respondent will be ranked based on an analysis of the criteria required below. The adjectival scoring system shall be applied for the evaluation of the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

All presentations shall include at minimum:

- 1. Responsiveness of the Proposal – (Weighted Value 5)**
The respondent's ability to comply with the minimum qualifications and mandatory requirements of this Request for Proposal.
- 2. Ability, Capacity, and Skill of the Proposer – (Weighted Value 20)**
The ability, capacity, and skill of the Firm to be able to provide the services here in addressed
- 3. Relevant Experience – (Weighted Value 10)**
The experience of the respondent with Florida School Boards and/or other political subdivisions.
- 4. Approach and Methodology – (Weighted Value 20)**
The Firm's approach and methodology of how the services herein addressed will be provided. Additional solution to the approach and methodology other than herein addressed.
- 5. Fee Schedule – (Weighted Value 10)**
The fee proposed for the services as outlined in this Request for Proposal. List any relevant services that are in addition to the duties outlined in this solicitation and/or revisions in the attached contract (see Attachment "H").

End of Section

Solicitation Date of Events

Date	Description
October 14, 2008	RFP Project Posted to SDOC Website: www.osceola.k12.fl.us/depts/Purchasing/Index.asp
October 28, 2008	Not Mandatory Pre-Proposal Meeting Location: School District of Osceola County Purchasing Dept. Conference Room 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744 Time: 9:00 AM
October 31, 2008	Question Deadline - due before 1:00 PM Location: School District of Osceola County Purchasing Department 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744
November 5, 2008	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be sent to Firms attending the Non-Mandatory Pre-Proposal Meeting
November 13, 2008	Submittals Due before 2:00 PM Deliver to: School District of Osceola County Purchasing Department 817 Bill Beck Blvd., Bldg. 2000 Kissimmee, FL 34744
November 18, 2008	Committee to Evaluate Submittals
November 19, 2008	Short Listed Firms Notified
November 24, 2008	Short Listed Firms Oral Presentations/Informal Interviews Oral Presentations before the Selection Committee Location: School District of Osceola County Purchasing Conference Room 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744 Time: Between 9:00 AM -4:00 PM
November 25, 2008	Award Recommendation Posted
December 16, 2008	School Board Meeting, Board Approval

End of Section

_____, 2008

PROPOSAL FORM

TO: School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744-4495

The undersigned hereby declare that [firm name] _____
_____ have carefully examined the specifications to furnish:

Attached is an Excel Spreadsheet for extensive item pricing (Attachment "I")

For which proposals were advertised to be received **no later than 2:00 p.m., local time, November 13, 2008** and further declare that [firm name] _____
_____ will furnish the Water Treatment for Cooling Towers & Chilled Loops Systems according to specifications.

Prompt Payment Terms: _____ % _____ Days; Net 30 Days

Do you accept electronic funds transfer (ETF)? YES _____ NO _____

Do you offer a discount for electronic funds transfer (EFT)? YES _____ % NO _____

The School District of Osceola County, Florida, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Request for Proposals No. **SDOC 09-P-033 CJ** and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company _____

Per _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. # _____

Attachment "A"

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 proposals 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 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 employees that as a condition of working on the commodities or contractual services that are under contract, 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

Attachment "B"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

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

SDOC 09-P-033 CJ Water Treatment for Cooling Towers & Chilled Loop Systems

Organization Name

RFP Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of 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", "voluntarily exclude", 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 these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective 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 Non-procurement 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 may pursue available remedies, including suspension and/or debarment.

Attachment "C"
Conflict of Interest

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Osceola County, nor has any outstanding past due debt to the School Board of Osceola County, Florida; and

4. This Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____

(Seal)

Attachment "D"
**Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and
Disqualification Provision**

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).



Attachment "E"
NON-DISCLOSURE AGREEMENT
For
CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.*

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School District of Osceola County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School District of Osceola County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School District of Osceola County for the purpose of responding to a request for proposal or otherwise conducting business with the School District; and

WHEREAS, the School District desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School District and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School District that the materials described in the attached Exhibit A (the “Confidential Materials”) constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School District for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School District agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the School District, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the School District, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School District acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:

- (a) Information already known or independently developed by the School District;
- (b) Information in the public domain through no wrongful act of the School District;
- (c) Information received by the School District from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or

- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent. In the event that the School District discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School District's prior written consent. Further, upon conclusion of discussions or business transactions between the School District and the Respondent, or at any time upon request of the School District, Respondent agrees to return such information (including any copies) to the School District.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School District's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School District may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Respondent further understands that the School District may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School District to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School District in defending the denial of the records request,

and shall hold the School District harmless from any claim for statutory costs and attorneys fees arising from the School District's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School District beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School District be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School District, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School District designates the following address for such notice:

The School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

School District of Osceola County, Florida

Respondent

BY: _____

BY: _____

NAME: Dr. Michael A. Grego

NAME: _____

TITLE: Superintendent

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit "A"

DESCRIPTION OF CONFIDENTIAL MATERIALS

Attachment "F"
HOLD HARMLESS AGREEMENT

Return this page ONLY if claiming exemption from the Worker's Compensation Insurance Requirement

I am the owner of _____, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs less than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board of Osceola County, Florida (the "School Board"), its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of School Board or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School Board in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD under Section 768.28, Florida Statutes.

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____,
by _____, who is personally known to me
or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____
Type or print name: _____
Commission No.: _____
Commission Expires _____

(Seal)

Attachment "G"
STATEMENT OF NO BID

The School District of Osceola County, Florida
Purchasing Department
817 Bill Beck Boulevard, Building 2000
Kissimmee, Florida 34744-4495

Attn: Cheryl M. Jessee, Senior Buyer

Bid # SDOC 09-P-033 CJ

We, the undersigned, have decided not to bid for the following reasons.

- _____ We do not handle products/services in this classification
- _____ Opening date does not allow sufficient time to complete bid
- _____ Cannot supply at this time
- _____ Suitable but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required delivery
- _____ Equivalent not presently available
- _____ Unable to meet specifications
- _____ Unable to meet insurance/bond requirements
- _____ Please remove our name from the vendor file for the commodity listed above
- _____ Please remove our name from the School Board's entire vendor files
- _____ Other reasons or remarks

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

Attachment "H"
Preliminary Draft Agreement
WATER TREATMENT FOR COOLING TOWERS AND CHILLED LOOP SYSTEMS

THIS AGREEMENT, made this ___ day of _____, 2008, by and between The School Board of Osceola County, Florida, a public corporation existing under the laws of the State of Florida ("School Board") and _____, hereinafter referred to as the "Respondent", for the term specified herein, with the School Board having the option of extending this Agreement for another period of time, upon a mutual agreement of the parties, agree as follows:

WITNESSETH:

I. SCOPE AND WORK

The Respondent is to perform the Work within the Scope as defined in the Request for Proposal #SDOC 08-P-033 CJ and amendments, if any, incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Respondent is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work. Respondent shall provide certain services to Client (the "Services") as specified in one or more mutually agreed-upon statements of work signed by the Superintendent and an authorized agent or representative of Respondent ("Statements of Work"). Each such Statement of Work shall be substantially in the form attached hereto as Exhibit A. Each Statement of Work shall contain, to the extent applicable (i) a description of the services to be performed, (ii) a description of any required Deliverables, (iii) any associated schedules, (iv) the applicable charges (which shall be in accordance with rates and fees as agreed by the parties), and (v) such additional information as the parties mutually agree. In the event of a conflict between any term of this Agreement and any Statement of Work, the terms of this Agreement shall prevail.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Agreement with any Attachments, including Addendums(s) and Amendment(s) hereto;
2. If applicable, negotiated amendments or clarification to the Respondent's Proposal which have been incorporated by reference into the final Agreement;
3. The School Board's Request for Proposal;
4. Statements of Work;
5. Purchase Orders.

III. TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years, beginning on December 17, 2008, and ending on December 16, 2011. This Agreement may, by mutual written assent of the parties, be renewed for one (1) additional two-year period, up to a cumulative total of five (5) years.

IV. COMPENSATION

The Respondent agrees to provide the services and materials as specified in its proposal to the School Board at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B", may be increased or decreased by the School Board under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum.

V. PAYMENT

All invoices received by the School Board are payable within forty-five (45) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. Payment is subject to the requirements of the Local Government Prompt Payment Act.

The School Board reserves the right, with justification, to partially pay any invoice submitted by the Respondent when requested to do so by the using department.

All invoices shall be directed to the Maintenance Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE SCHOOL DISTRICT OF OSCEOLA COUNTY'S PURCHASE ORDER NUMBER. THE SCHOOL BOARD SHALL HAVE NO OBLIGATION FOR PAYMENT UNLESS AND UNTIL A DULY AUTHORIZED PURCHASE ORDER IS ISSUED.

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the School Board, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by School Board of funds therefore.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Respondent shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS

A. Patents and Copyrights

The Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Respondent shall, at its own expense, hold harmless and defend the School Board against any claim, suit or proceeding brought against the School Board which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States.

The Respondent shall pay all damages and costs awarded against the School Board.

B. Termination for Default

1. The performance of Work under this Agreement may be terminated by the Superintendent, in whole or in part, in writing, whenever the Superintendent shall determine that the Respondent has failed to meet the performance requirements of this Agreement.
2. The Superintendent has a right to terminate for default if the Respondent fails to make delivery of the supplies or perform the Work, or if the Respondent fails to perform the Work within the time specified in the Agreement, or if the Respondent fails to perform any other provisions of the Agreement.

C. Termination for Convenience

The Superintendent may terminate the Agreement for convenience with advance written notice to the Respondent.

In the event of such a termination by the School Board, the School Board shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Respondent warrants that the Work provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors.

If the Respondent is notified in writing of a fault, deficiency or error in the Work provided within one (1) month from completion of the Work, the Respondent shall, at the School Board's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the School Board, or refund to the School Board, the charge paid by the School Board, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Respondents.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Respondent or School Board, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Respondent's or School Board's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Respondent's or School Board's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Respondent's or School Board's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the Superintendent may at his discretion, cancel this Agreement for the convenience of the School Board.

F. Indemnification and Insurance

1. Indemnity

The Respondent hereby agrees to indemnify and hold harmless the School Board, its officers, agents, and employees, from and against any and all liability, claims, Damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Respondent's its officers', agents' and employees' acts, or omissions associated with this Agreement.

2. Insurance Requirements:

The Respondent, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(a.) Commercial General Liability Insurance:

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the School Board, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.

(b.) Automobile Liability Insurance:

Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence combined single limits for Bodily Injury and Property Damage.

(c.) Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage as required by State of Florida law shall be provided.

(d.) Insurance Certificates:

The Respondent shall provide the School Board with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the School Board.

Said Commercial General Liability policy shall provide that the School Board be an additional named insured. The School Board shall be notified in writing of any reduction, cancellation or substantial change of

policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the School Board and licensed and authorized to do business under the laws of the State of Florida.

G. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Respondent agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

H. Information

All information and data furnished to or developed for the School Board by the Respondent or its employees, pursuant to this Agreement, excluding previously Copy written materials, shall be the sole property of the School Board and all rights therein are reserved by the School Board, except that the Respondent may disclose any such information to its corporate affiliates and their agents.

I. Extra Work

The School Board, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement (as defined in RFP # SDOC 08-P-033 CJ) consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Respondent plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule, he shall first give the School Board written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim.

This written notice shall be given by the Respondent to the School Board, and a written approval secured from the using Department and the Superintendent, before proceeding to execute the Work.

No claim for extra work will be considered valid by the School Board unless first submitted in writing.

J. Familiarity with the Work

The Respondent by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The School Board will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof.

It is understood that the execution of this Agreement by the Respondent serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

K. Conduct While on School Property

The Respondent acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of the Contract for any agent or employee of the Respondent to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to safety, health, and well being of any student or employee of the School Board. The Respondent agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

L. Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the state of Florida and the United States of America. Except for a suit in federal court, Osceola County, Florida shall be the proper place of venue for all suits brought under the Contract and Addendum. Any legal proceedings arising out of or in connection with the Contract and Addendum shall be brought in the circuit courts of Osceola County, Florida or, if appropriate, United States District Court for the Middle District of Florida, Orlando Division. The School Board does not agree to arbitrate in any manner whatsoever any issue arising out of the Agreement. The School Board does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of the Contract.

M. Public Records Law

The Agreement is subject to and governed by the laws of the state of Florida which generally make public all records or other writings made or received by the parties. The parties agree to comply with the Public Records and Sunshine Laws.

N. Background Check

The Respondent agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete

the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the School Board in advance of the Respondent or its personnel providing any services under the conditions described in the previous sentence. The Respondent shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Respondent and its personnel. The parties agree that the failure of the Respondent to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Respondent agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Respondent's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

O. Debarment-Certification

By signing this Contract, Respondent certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFP #SDOC-08-P-033 CJ been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFP #SDOC-08-P-033 CJ had one or more public transactions (federal, state or local) terminated for cause or default.

P. Access to and Retention of Documentation.

The School Board, the Florida Department of Education, and the Auditor General, or any of their duly authorized representatives, and if federal funds are used in the payment of the fees or expenses hereunder, the applicable federal agency, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Respondent which are directly pertinent to work and services to be performed under this Contract for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or

federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this Contract.

VIII. MISCELLANEOUS PROVISIONS

- A.** The Respondent shall not employ sub Respondents without the advance written permission of the District.
- B.** Assignment of this Agreement shall not be made without the advance written consent of the Superintendent.
- C.** The Respondent shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- D.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Superintendent or his designee.
- E.** The Respondent is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F.** This Agreement is considered a non-exclusive Agreement between the parties.
- G.** The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Respondent, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Respondent as the act of the said Respondent.
- H.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____
day of _____, 2008.

Name of Company

**THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA**

By: _____

Signature

By: _____

John McKay, Chairman

Duly Authorized

Print Name

Attest: _____

Dr. Michael A. Grego, Superintendent

Attest: _____

Date: _____

Date: _____

Exhibit "A"

Statement of Work

This Statement of Work ("Statement of Work") is entered into as of _____, 20__ by and between _____ ("Respondent") and The School Board of Osceola County, Florida ("School Board").

This Statement of Work is intended to supplement that certain Water Treatment for Cooling Towers and Chilled Loop Systems Agreement by and between the parties, dated _____, ("Agreement") under the terms set forth therein. All definitions used and not defined herein shall have the meanings set forth in the Agreement.

- 1. Description of services to be rendered by Respondent (the "Services"):
- 2. Description of any deliverables to be provided by Respondent hereunder (the "Deliverables"):
- 3. Payment. Payment for this Statement of Work shall be made as follows:
- 4. Project Management: Each party shall assign a project manager to act as the primary liaison with respect to the relationship established hereunder.
 - A. School Board's project manager shall be the Maintenance Department's HVAC Foreman.
 - B. Contractor's project manager shall be: _____.

Contact Information: _____

Name of Company

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: _____
Signature

By: _____
Superintendent

Date: _____

Date: _____

Exhibit “B”

RESPONDENT’S PROPOSAL AND AMENDMENTS

(TO BE ADDED)