

SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM

04C-006J

DATE: October 6, 2003

TITLE: RFP FOR DISTRICT-WIDE HVAC FILTER REPLACEMENT SERVICES / PREVENTIVE MAINTENANCE AIR-HANDLER SERVICES

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on October 22, 2003 and plainly marked RFP-04C-006J . Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

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

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

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 37 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

REQUEST FOR PROPOSAL FOR

DISTRICT-WIDE HVAC FILTER REPLACEMENT SERVICES / PREVENTIVE MAINTENANCE AIR-HANDLER SERVICES

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- B. M/WBE Subcontractor Participation Letter of Intent
- C. M/WBE Subcontractor Participation Summary
- D. Drug-Free Workplace Certification
- E. Statement of No Bid
- F. Sample Contract
- G. Beneficial Interest and Disclosure of Ownership Affidavit

SCHOOL DISTRICT OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR

DISTRICT-WIDE HVAC FILTER REPLACEMENT SERVICES / PREVENTIVE MAINTENANCE AIR-HANDLER SERVICES

1.0 **INTRODUCTION**

1.1 This is a Request for Proposal (RFP) for DISTRICT-WIDE HVAC FILTER REPLACEMENT SERVICES / PREVENTIVE MAINTENANCE AIR-HANDLER SERVICES to the School District of Palm Beach County, Florida (the District).

1.2 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

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

2.0 **INSTRUCTIONS TO PROPOSER**

2.1 All proposals must be received no later than 2:00 p.m., on **October 22, 2003**. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3326 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.

2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).

2.3 One manually signed original and **SEVEN (7)** photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR DISTRICT-WIDE HVAC FILTER REPLACEMENT SERVICES / PREVENTIVE MAINTENANCE AIR-HANDLER SERVICES**" on the outside of the package. The legal name, address, contractor's contact person, and telephone number must also be clearly annotated on the outside of the package.

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

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

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

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

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

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2.9 **DELIVERY OF RFP:** When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:

- A. Park in visitors' parking area.
- B. Enter building through the front door.
- C. Present RFP to Purchasing Department receptionist for official date/time stamping.

PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT RECEPTIONIST, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.

3.0 **TIME SCHEDULE**

3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

October 14, 2003	Pre proposal Site Visits Conference
October 14, 2003	All written questions and inquiries are due no later than 5:00 pm.
October 22, 2003	Proposals due no later than 2:00 PM.
November 3, 2003	* Evaluation Committee Meeting – Training Room B 1:00 P.M. – 4:00 P.M.
November 5, 2003	Oral Presentation (If needed) – Training Room B 9:00 A.M. – 12:00 P.M.
November 7, 2003	Posting of Recommendation.
December 10, 2003	Recommend proposer(s) to the School Board for approval.

* This is an open, public meeting.

3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.

3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 **AWARD**

4.1 The District reserves the right to accept or reject any or all proposals.

4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

4.6 The committee will rank the top three proposals. (Section 18.0) The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the School Board of Palm Beach County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.

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- 4.7 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.

5.0 **TERM OF CONTRACT / RENEWAL**

- 5.1 The term of this contract shall be for three years from the date of award, and may, by mutual agreement between the School Board and the awardee, be renewable for two additional one-year periods. The proposer shall guarantee firm prices for the services awarded and any additional District Facilities added during the term of this contract, for familiar facilities and schools. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

6.0 **FUNDING OUT, TERMINATION, CANCELLATION**

- 6.1 Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

- 6.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.

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

The School Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 19.0, Cancellation of Award / Termination.

Such prior written notice will state:

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

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

- 6.4 This completed statement must be included as part of any contract submitted by the successful proposer. No contract will be considered that does not include this provision for “funding out”.

7.0 **RFP INQUIRIES**

7.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, October 14, 2003. Questions received in writing by the time and date specified will be answered in writing. Ms. June L. Brack is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Ms. June L. Brack nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Ms. June L. Brack , Purchasing Agent
Purchasing Department
School District of Palm Beach County
3326 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406
(561) 434-8507 FAX (561) 963-3823
E-mail: brackj@palmbeach.k12.fl.us

7.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.

7.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

7.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

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

8.0 **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT**

8.1 The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See ATTACHMENT E.

9.0 **LOBBYING**

9.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

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- 9.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.
- 9.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION **120.57(3)**, FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.
- 9.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.
- 10.0 **MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISITS**
- 10.1 A **Mandatory** pre-proposal conference and site visit will begin at W.T. Dwyer High School, 13601 No. Military Trail, Palm Beach Gardens, Florida **outside the main office** on **October 14, 2003 at 9:00 a.m.** followed by **Lake Shore Middle School**, 1101 S.W. Ave., "E", Belle Glade, FL 33430 and **Boca Raton Elementary School**, 103 S.W. 1st Ave., Boca Raton, FL 33432, respectively. All prospective proposers must attend said mandatory pre-proposal conference in order to participate in this RFP process.
- 10.2 Bring all questions in writing. Compose your questions on paper, ask your questions at the pre-proposal conference and give the facilitator the written copy of your questions. Please write each question that you will ask on a separate piece of paper showing the RFP page number to which the question refers. After you ask your questions, the District facilitator will collect your written copy of the questions asked. Submitting your questions in writing will assist in the preparation of an addendum and will eliminate any confusion in understanding your questions.
- 11.0 **GENERAL SCOPE OF SERVICES**
- 11.1 Successful proposer shall include, but not be limited to, at their expense, all materials, labor, tools, transportation, technical expertise, supervision, licensing, parts, equipment, safety devices and each and every item required to perform HVAC filter replacement at any SDPBC facility located within the District necessary for the performance of HVAC FILTER REPLACEMENT SERVICES / PREVENTIVE MAINTENANCE AIR-HANDLER SERVICES, listed and described in the body of these specifications, as noted by the School District of Palm Beach County, West Palm Beach, FL 33406.
- 11.2 This specification establishes the minimum requirements for HVAC FILTER REPLACEMENT SERVICES / PREVENTIVE MAINTENANCE AIR-HANDLER SERVICES, listed and described in the body of these specifications, to be used as noted, by The School District of Palm Beach County, West Palm Beach, FL 33406.

12.0 **HVAC FILTER REPLACEMENT SERVICES**

12.1 The overall scope of the **HVAC FILTER REPLACEMENT SERVICES** performed by the proposer shall include, but not be limited to, all materials, labor, supervision, tools, transportation, mobilization and each and every item required to purchase, supply, change, store and properly dispose of, in accordance with all EPA requirements for HVAC filters at any SDPBC facility located within the District.

12.2 The proposer shall provide services for filter replacement, as specified in this RFP package. The objective of this RFP is for the proposer to purchase, supply, change, store and properly dispose of in accordance with all EPA requirements HVAC filters on a **ninety (90)** day schedule (for permanent buildings) and **forty-five (45)** day schedule (for portable classrooms) at the highest possible standard at an acceptable cost meeting ASHRAE standards. A Price Proposal for W.T. Dwyer High School, Lake Shore Middle School and Boca Raton Elementary School, wooden portable, and two types of concrete portables each containing two types of wall hung a/c units will be used as a basis for establishing pricing for all schools and District facilities.

12.3 The School District of Palm Beach County reserves the right to make all final decisions related to filter replacement and schedules.

12.4 **Implementation Plan**

The HVAC filter services are to be identified by the contractor in order to bring approximately one hundred seventy-six (176) Schools and District Facilities online no later than six (6) months after Board Approval. Additional facilities and schools will be added throughout the term of this contract utilizing the price proposal pricing for similar facilities and schools.

12.5 **Filter Replacement Specifications**

The price proposal the proposer provides shall include all supervision, mobilization, travel time, labor and materials to replace filters on a continuous basis as specified, at locations throughout the District.

Proposer shall write the date filters are installed on filter frame.

Proposer shall replace all filters upon award of contract to begin life cycle of filters.

12.6 **Minimum Filter Replacement Specifications**

12.6.1 The product shall be pleated, disposable and panel type filters.

Air filtration system shall include pleated factory fabricated, dry, extended surface filter units, related devices, air leakage seals, holding frames, supports and housings. Air filter type must be properly matched to the specific ventilation system.

12.6.2 Replacement filter media shall be multi-layer non-woven coarse/medium/fine synthetic (Fiberglass or polyester) 1" or 2" filter media as required. Media will not support bacteria or mold (anti-microbial treatment not required and considered marginally effective).

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- 12.6.3 Air filters shall meet the following standards:
- A. UL 900 Class I or Class II and shall meet requirements of ASHRAE 62.2, Pleat shall meet the requirements of reporting as stated under ARI 850.
 - B. Filter media shall have a MERV (Minimum Efficiency Reporting Value) of 7.
 - C. Average 25% minimum dust spot efficiency
 - D. 90-93% minimum arrestance (ASHRAE 52.1 – 1992)
 - E. 50-70% particle size E3 (range 3) when tested to ASHRAE 52.2-1998 for 3 to 10 micron particles.
 - F. Efficiency media may be needled (intertwined fiber material) and electrostatically charged (exposed to high voltage supercharge throughout depth)
 - G. Not less than 15 pleats per lineal foot of filter face area
 - H. Initial resistance at 500 fpm shall not exceed 0.30" W.C.
 - I. Filter shall be capable of withstanding 2.0" W.C. without failure of the media pack.
- 12.6.4 Media support shall be steel grid (electro-galvanized expanded metal or pickled welded wire), coated with corrosion inhibitor and a minimum 0.020-inch thick. Grid shall have an effective open area of not less than 96% and shall be bonded to the filter media to eliminate flutter and separation.
- 12.6.5 Enclosing frame shall be constructed of a rigid, heavy duty, high wet strength beverage board; frame shall be treated with solid, unbleached sulfat, hard sized for wet strength and natural clay coated for the purpose of printing with non-toxic biodegradable inks. **Frame shall identify manufacturer, model, UL Class.**
- 12.6.6 The proposer agrees to use only approved filters, media and frame materials and shall provide retained samples and invoices for filters and media upon request. Any media of unsatisfactory filtering quality will be promptly replaced at no cost to the School District within 24 hours of notice.
- 12.6.7 Filters must be protected from rain and other moisture exposure and may not be installed when wet.
- 12.6.8 **The successful proposer shall store all new filters, filter media and frame as well as other proposer owned tools and equipment off School District property.**
- 12.6.9 Proposer must have a store-front location and provide street address for warehousing and servicing operations within Broward, Palm Beach, Martin or Orange Counties. Site visits for inspections will be at the District's discretion prior to award and after award.
- 12.6.10 The successful proposer shall remove from School District property all used media, disposable filters, dust residue, smudges and other evidence of filter maintenance at each work location immediately upon completion of the assigned tasks, leaving all surface areas clean. Disposal of material shall be done in an environmentally correct and legal manner off School District property and is the contractor's responsibility.
- 12.6.11 **Technical Library**
- 12.6.12 The proposer shall be responsible for updating information in order to maintain a technical library consisting of all applicable records such as filter size and type by location and recommended manufacturer's instructions. The process used to update, maintain and distribute this information shall be subject to the District's approval. A copy of this spreadsheet / report shall be forwarded to The Maintenance and Plant Operations Department Representative on a yearly basis.

12.6.13 **Scheduling of Work**

- 12.6.14 The Contractor will make every effort to complete its assigned tasks without disruption to employees or school and department operations. Routine services for filter replacement will be scheduled during normal working hours for The School District of Palm Beach County. The normal working hours for the Technical Maintenance Department are 7:00 a.m. to 3:30 p.m. Monday through Friday. The School District reserves the right to extend working hours for the contractor if deemed necessary.
- 12.6.15 The School District of Palm Beach County shall designate a person or group of persons as representative(s) to act in its behalf who shall (1) provide full information as to its requirements for the Contractor's services, (2) examine and review the work performed by the Contractor, (3) render decisions pertaining to the Contractor's service and the administration of this Agreement, and (4) accept service of all notices which the Contractor desires to serve, or which are required by this Agreement to be served on The School District of Palm Beach County. The School District of Palm Beach County shall advise the Contractor in writing of the name, address, telephone/cellular number of such designated person or group of persons and of any change in such designation within five (5) days of award of contract.
- 12.6.16 Emergency Service Requests may be needed from time to time. The Contractor shall within four (4) hours notice meet School District personnel at the job sites, review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request. NO additional charges shall be allowed for time to prepare estimates.
- 12.6.17 If equipment must be turned "off" to perform filter replacement, it shall be the Contractor's responsibility to turn the equipment "on" upon completion of filter replacement.
- 12.6.18 To facilitate contract administration and inspection by designated School District Representative, the Contractor shall:
- 12.6.19 Prior to the contract starting date submit in writing to the School District Representative(s) the names of at least two Project Managers, each of whom are authorized to act for the Contractor in every detail. The Project Managers, their location, and their availability must be satisfactory to the Maintenance and Plant Operations District Representative(s). The Representatives must be available to meet with Maintenance and Plant Operations District Representative(s) during the School District Representative's work hours as necessary and be available by cellular phone service.
- 12.6.20 Prior to the contract starting date, the Maintenance and Plant Operations District Representative(s) and the Contractor shall meet, review and have approved the total workload, scheduling of filter replacement, and the methods proposed by the contractor.
- 12.6.21 Contractor shall be required to provide a "Personnel Manning-Report" to the Maintenance and Plant Operations District Representative(s) indicating the names and cellular phone numbers of Project Managers and Personnel assigned to respective areas at facilities and the minimum required man-hours to accomplish assigned tasks. Changes in established man-hours must be approved by and provided to Maintenance and Plant Operations District Representative(s) as they occur. School District shall:
- 12.6.22 Provide Contractor reasonable and safe access, as necessary, to all equipment covered by this contract.
- 12.6.23 Notify Contractor of any unusual performance of filter materials included in this specification.

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12.6.24 The School District of Palm Beach County reserves the right to change filters if deemed necessary before Contractor's scheduled change.

12.6.25 The School District Representative(s) will determine how the contractor will receive access to the facility.

12.6.26 This agreement assures that all major pieces of equipment are in proper operating condition and filter access is available to every unit at the award of this contract. If this is not the case, a survey of the equipment shall be made by the contractor and a designated School District Representative and a mutually acceptable solution between both parties shall be reached. This solution may or may not involve additional pricing as bid.

12.6.27 **Exclusions**

12.6.28 Contractor will not be responsible for:

12.6.29 The repair and replacement of non-maintainable parts of the system that do not specifically relate to filter replacement or preventive maintenance.

12.6.30 Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments unless specifically included in the scope of work of this agreement.

12.6.31 Service and Maintenance furnished hereunder does not include the normal function of starting and stopping the listed equipment unless otherwise agreed.

12.6.32 **Safety**

1. All operation and maintenance services shall be performed with emphasis on safe procedures and with due regard to safety, comfort, and convenience. It is the responsibility of the Contractor's to insure that their employees and/or subcontractors read the safety literature supplied to them by The School District of Palm Beach County. These requirements must be adhered to at all times.

Safety Codes. Contractor shall ensure that all of its personnel, equipment and materials are in conformance with OSHA and all other applicable state, local and Federal codes.

2. Confined Spaces. The Contractor shall adhere to all established guidelines of OSHA or any other federal, state, or local agency in regards to accessing confined spaces.

3. The actual size and quantity of filters will be determined after the first service of each filter at each location. After the first service for each location, the price per location shall be firm.

4. Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the School District's Representative.

5. Contractor shall timely obtain and keep in force, at Contractor's expense, all permits and licenses required by applicable governmental authorities for the performance by Contractor of all covenants herein contained on the part of Contractor.

6. The Contractor shall conform to all Federal, State and County regulations during the performance of the contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Contractor shall constitute cause for immediate termination of the contract.

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7. All required training for compliance with OSHA (for example, hazard communication standard and personal protective equipment use) and other regulatory agencies is the responsibility of the Contractor. Records of the training will be made available for inspection by The School District Representative(s) upon request.
8. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, all waste materials and rubbish from and about the service site, as well as all his tools, equipment, and surplus materials, shall be removed by Contractor.

12.6.33 Supervision of Work By Contractor

- 12.6.34 The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be solely responsible for all methods, techniques, sequences, procedures and for coordinating all portions of the specified work.
- 12.6.35 The Contractor shall be responsible to the Maintenance and Plant Operations District Representative for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.
- 12.6.36 The Contractor shall designate a fluent English speaking Project Manager(s) to act in its behalf who shall be responsible for matters pertaining to the Contractor's performance of services and shall have authority to accept service of all notices which School District desires to serve, or which are required by this Agreement to be served to the Contractor. The Contractor shall advise the Maintenance and Plant Operations District Representative in writing of the name, address and telephone/cellular number of such designated Project Manager(s) and of any change in such designation.
- 12.6.37 The Contractor's working Project Manager must be available to the Maintenance and Plant Operations District Representative Management during designated working hours and available through a cellular phone during non-working hours to ensure problems, working conditions, complaints, coordination, and any other necessary matters in connection with the work are satisfactorily attended to. The Project Manager must have the ability and authority to act for the Contractor in all matters relating to this contract.
- 12.6.38 The Contractor shall be responsible to The School District of Palm Beach County for damage to equipment and buildings resulting from careless acts of employees or incorrectly installed filters.
- 12.6.39 **Contractor's Employee Work Hours:** The Contractor's Project Manager shall be employed on the job a sufficient number of hours to accomplish all daily tasks in accordance with the Contractor's provided schedule to the quality standards set forth in the recommended standards portion of this proposal. Where work is not performed the deduction criteria, as specified in Section **13.4**, will be used by the SCHOOL DISTRICT in determining deductions for non-performance of work or for work below quality standards. The Contractor shall have the option to either increase the number of employees on the job, or extend the work hours of the shift to ensure compliance with the contract specifications. Any change in number of employees or extended work hours shall be approved by Maintenance and Plant Operations District's Representative.

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- 12.6.40 The Contractor, Project Manager shall account for all time its personnel spend on the premises of The School District of Palm Beach County and keep records of work actually performed by the Contractor and the amount of time spent on such work. Such time records shall be submitted by the Contractor to The Maintenance and Plant Operations District Representative for approval monthly for the previous months work. Contractors, Project Managers and personnel are required to sign in and out at each school site or District Facility on a daily basis when servicing that location. The logs submitted by the Contractor will be verified against each school site and District Facility visitor's books. Failure to do so may result in a contract deduction, as specified in Section 13.4.
- 12.6.41 Unusual occurrences: Any unusual occurrence, such as major equipment failures, accidents, injuries to persons, or job actions shall immediately be communicated to The Maintenance and Plant Operations District Representative. The Service Company shall notify the School District of any readily apparent equipment malfunctions discovered during the course of filter installation.
- 12.6.42 **Personnel and Equipment:** Vehicles and Service Technicians: Service Technicians shall be employees of the company. The Service Company shall provide sufficient service vehicles and technicians, to be available to perform work at various Palm Beach County facilities.
- 12.6.43 The Service Company shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site. The Service Company shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials.
- 12.6.44 All employees of the Service Company assigned to duties at the School District must be acceptable to The Maintenance and Plant Operations District Representative.
- 12.6.45 **Qualifications of Employees:** All employees assigned by the Service Company for the performance of work under this contract shall be physically able to do their assigned work. It shall be the service company's responsibility to insure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade. Employees shall be certified and have applicable licenses, if required, for the required work to be performed.
- 12.6.46 The personnel employed by the Service Company shall provide capable employees, age 18 years or older, qualified in this type of work. The Service Company shall staff the buildings with trained and experienced personnel who will exhibit the capability to operate with minimal supervision. It is the service company's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- 12.6.47 All our locations are smoke free. Smoking on school grounds is prohibited.
- 12.6.48 The Service Company shall provide the District Representative(s) within ten (10) days of the start of the contract, a list of all Service Company employees and Project Managers assigned to work on the School District premises. The Service Company shall insure updated changes in employee status will be provided to the District Representative(s) immediately upon their effective date.
- 12.6.49 The Service Company shall see that every employee on the Service Company's work force is provided an Identification Badge and/or company logoed uniform or shirt which shall be worn while on School District of Palm Beach County's property. It shall be Service Company's responsibility to inform the Maintenance and Plant Operations District Representative(s) of all new employees or changes in employees promptly at time of employment.

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- 12.6.50 All employees of the Service Company will be required to wear neat, clean, logoed uniform or shirt bearing the company name and individual's name during duty hours. The Service Company shall see that all employees wear their badges on the outside of their uniform at all times when in School District buildings or premises.
- 12.6.51 The Service Company shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
- 12.6.52 The Service Company shall require employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
- 12.6.53 **If keys are provided and lost, the Service Company will be responsible for the cost of replacement keys at a rekey charge of \$25.00 each for each key upon occurrence.**
- 12.6.54 When requested, the Service Company shall cooperate with any ongoing School District investigation involving economic loss or damage to School District buildings, or School District or personal property therein.
- 12.6.55 Alcohol, drugs or any illegal substances are strictly prohibited on School District property. Employees shall not possess or be under the influence while on School District property.
- 12.6.56 The Service Company shall strictly prohibit interaction between their employees and the student and employee population.
- 12.6.57 Employees may not solicit, distribute or sell products while on School District property.
- 12.6.58 Friends, visitors or family members of employees are not permitted in the work area or on the school site or District Facility.
- 12.6.59 The Service Company shall adhere to security standards as established by the District.
- 12.6.60 **NOTE: PROPER BEHAVIOR AND LANGUAGE BY ALL EMPLOYEES OF THE SERVICE COMPANY AND AUTHORIZED SUB-CONTRACTOR ON SCHOOL PROPERTY IS STRICTLY REQUIRED. THE SCHOOL DISTRICT WILL NOT TOLERATE BEHAVIOR NOT CONDUCTIVE TO AN EDUCATIONAL FACILITY. THE SCHOOL DISTRICT OF PALM BEACH COUNTY RESERVES THE RIGHT TO REMOVE ANY EMPLOYEE PERMANENTLY WITHOUT CAUSE.**
- 12.6.61 **Reports:**
- In order to account for all of its services, the Contractor will submit monthly activity reports to the School District Representative and keep a service log at each facility. The service log shall state the date, time, and description of all services rendered. The format and contents of the service log shall be approved by School District Representative prior to use. A sample report may be requested and shall be submitted within twenty-four (24) hours of request.
- 12.6.62 Service Company agrees to provide the office of Minority Business a monthly tracking report that details the participation by the M/WBE, if the Service Company subcontracts a qualified M/WBE business to provide materials or portions of the service requested. Such report is due in the M/WBE office on or before the 10th of each month for the preceding month.

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- 12.6.63 Utility Cutoff: At no time shall the work performed by the Service Company interfere with or cut off any of the existing services and utilities with School District's written permission, except in the event of a bona fide emergency, during which oral authorization will be acceptable.
- 12.6.64 All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Service Company and the Service Company shall be held responsible for any damage to property caused by reason of his operations on the property.
- 12.6.65 Hazardous Materials: Service Company is not to disturb any equipment or building materials other than that necessary to change filters.

13.0 **PREVENTIVE MAINTENANCE AIR-HANDLER SERVICES**

1. No work shall commence until written notice is given to vendor by District and/or until purchase order is issued.
2. Proper safety equipment and procedures shall be followed. I.e. safety goggles; (clothes) rubberized boots, gloves, aprons and lock-out tag out of equipment.
3. All cleaning equipment and soaps or cleaning solutions to be used on coils shall be approved by District ECO (Environmental Control Office). All MSDS sheets shall be submitted to ECO for review.
4. Clean Air-Handler to original pressure drop across (air-side) as specified by manufacturer's original specifications.
5. Inspect and clean air-moving components i.e. fan blower wheels; dampers, fan blades, housing, including fresh air equipment and exhaust associated with air-handlers.
6. Clean fixed and movable inlet guide vanes. Lubricate mechanism on guide vanes with a non-volatile neutral odor lubricant. Movable guide vanes will be disconnected from their respective damper motor/control device. They will be manually operated and lubricated and reconnected to original hook-up/position.
7. Air-handlers with interior exposed lining (insulation) shall not be damaged or be sprayed with anything that will deteriorate it or cause damage over time.
8. Check and inspect VFD (Variable Frequency Drives) for air moving equipment. (i.e. settings and parameters) clean per manufacturer's specifications when needed.
9. Air-handler room shall be cleaned also. No school-based equipment stored in rooms shall be disturbed or damaged.

13.1 **Warranty Administration**

The Contractor shall administer, coordinate, and enforce all warranties provided by filter suppliers. The Contractor shall perform all work such that all warranties are maintained in full force and effect.

- 13.2 **Materials**: The Service Company warrants to the District that all materials and parts furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be replaced at Service Company's expense within twenty-four (24) hours. If

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required by the School District, the Service Company shall furnish satisfactory evidence as to the kind and quality of materials used.

- 13.3 **Labor:** The Service Company shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the School District, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Service Company fails with 24 hours to correct defects, the District shall be entitled to have such work remedied and the Service Company shall be fully liable for all costs and expense reasonably incurred by the District. Payments in full or otherwise do not constitute a waiver of this guarantee.
- 13.4 **Contract Deductions:** The School District may undertake or award other contracts for work not being performed acceptably by the Service Company and/or work not being accomplished on time by the Service Company. Costs incurred hereby will be deducted from the Service Company's monthly bill.
- 13.4.1 If any work, which is scheduled for performance is omitted or unsatisfactorily performed or visitor logs cannot be verified with date of service the Service Company or his designated representative shall be notified of this failure or omission to correct the deficiency within twenty-four (24) hours of Notice. If the deficiency is not corrected with twenty-four (24) hours or is repetitive (as determined by the District's Representative) deductions will be made at the rate of \$100.00 for each incident. In addition, the Service Company will submit a corrective action plan to assure the deficiency will not re-occur.
- 13.4.2 In the event the Service Company, for any reason whatsoever, consistently fails to perform work to the quality required in the technical specifications of this contract, the School District reserves the right (in addition to other specified penalties) to:
- 1) Make deductions in accordance with the rate above.
 - 2) At the discretion of the School District, cancel the contract on as short a notice in writing, thirty (30) days, as may be consistent with securing a replacement Service Contract to take over the work specified in the cancelled contract.
 - 3) The School District may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Service Company or his agents.

14.0 **EVALUATION COMMITTEE MEETINGS**

- 14.1 As stated in Section 3.1 and Section 14.0 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 286.011, this is an open public meeting. The meeting will be located in Training Room B from 1:00 P.M. – 4:00 P.M. Notification will also be posted for review by interested parties at the School District Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

15.0 **PREPARATION AND SUBMISSION**

- 15.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that (7) copies of the proposal be submitted with the original proposal.**
- 15.2 **Title Page:** Show the RFP number, subject, name of the proposer, address, telephone number, email address and the date.

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- 15.3 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 15.4 **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 15.5 **Request for Proposal:** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 15.6 **Experience and Qualifications of the Firm and Staff:** State the experience your firm has had in the last three years with maintenance of air conditioning equipment and filter changing and provide a minimum of five (5) references of similar types of facilities serviced. Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving.
- 15.7 **Approach / Methodology Implementation Service Plan:** At a minimum, explain how your company will proceed with the process of changing filters in the elementary, middle, high schools, portables and District facilities including the time and man-power you will provide. Provide your complete implementation plan how your company will identify the HVAC filter services in order to bring approximately one hundred seventy-six (176) Schools and District Facilities online and provide a comprehensive plan for servicing the District for the term of the contract.
- 15.8 **Cost of Services:** Based upon Contractor's Cost of Services. (complete Attachment A)
- 15.9 **Minority/Women Business Participation:** Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier Diversity, or its successors certified minority, women, or disadvantage business enterprises, at the time of submittal, will be awarded a maximum of ten points. **Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation.** Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% and over	10 points
9% - 14%	8 points
4% - 8%	6 points
1% - 3%	4 points
0%	0 points

- 15.10 **Insurance:** Provide proof of your company's insurance as required in Section 25.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

16.0 **ORAL PRESENTATION**

- 16.1 Firms who submit proposals in response to this RFP and are selected by the Evaluation Committee may be required to give an oral presentation of their proposal to the Evaluation Committee on November 5, 2003. This will provide an opportunity for firms to highlight their proposals. This is only a fact-finding and explanation session to assist staff in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. The presentations will be held at Training Room C, time schedule to be determined.

17.0 **PROPOSAL EVALUATION PROCESS:**

- 17.1 RFPs are received and publicly opened. Only names of respondents are read at this time.
- 17.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 17.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 18.0.
- 17.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 17.5 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached. The Board reserves the right to, after award of contract, to renegotiate with the next highest rated proposer (s) in the event the original awardee of the RFP cannot fulfill their contract.
- 17.6 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 17.7 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 17.8 The School Board will award or reject any or all proposal(s).

18.0 **EVALUATION CRITERIA**

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

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm/Staff</u>	15
B. <u>Approach / Methodology / IMPLEMENTATION/SERVICE PLAN</u>	40
C. <u>Cost of Services</u>	35
D. <u>Minority/Women Business Participation</u>	10
	<hr/>
Total	100

19.0 **CANCELLATION OF AWARD/TERMINATION**

- 19.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.
- 19.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.
- 19.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.
- 19.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

20.0 **DEFAULT**

- 20.1 Time is of the essence in this contract. The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered a default. In case of contract default or failure to perform, the School District will in writing thirty (30) days prior to cancellation and may procure the services from other sources. Furthermore, the School District may suspend the Service Company from future proposals or business with the School District for a specified period of time. Notice shall be in writing thirty (30) days prior to cancellation.
- 20.2 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

21.0 **DEBARMENT**

- 21.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

22.0 **LEGAL REQUIREMENTS**

- 22.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

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

23.0 **FEDERAL AND STATE TAX**

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

24.0 **CONFLICT OF INTEREST**

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

25.0 **INSURANCE REQUIREMENTS**

25.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.

25.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Ms. June L. Brack, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

25.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

25.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

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

B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

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

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

26.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

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

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

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

This article will survive the termination of this contract

27.0 **PUBLIC RECORDS LAW**

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

28.0 **PERMITS AND LICENSES**

28.1 Contractor shall be exempt from application for any and all permits from any state, district, county, or municipal authority in pursuit of performance of this RFP. However, the contractor shall liaison with the assigned District staff member to ensure strict compliance with the State Uniform Building Code for Public Education Facilities Construction. All work will be accomplished in strict accordance with specifications set forth herein, and all applicable codes, ordinances and permits.

28.2 **Mechanical Contractor/Occupational License:** By submitting this RFP, each firm certifies that they possess a current Mechanical Contractor's license issued by the State of Florida and occupational licensed by Palm Beach County. A photocopy of this license must be submitted with this RFP or within three days of request to the Purchasing Department.

28.3 A photocopy of this license must be submitted before a recommendation of award is made to the School Board.

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

29.0 **INTELLECTUAL PROPERTY RIGHTS**

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

This article will survive the termination of any contract with the School District.

30.0 **COST INCURRED IN RESPONDING**

30.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

31.0 **SUB-CONTRACTS**

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

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

31.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

32.0 **INDULGENCE**

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

33.0 **JOINT PROPOSAL**

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

34.0 **SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION**

34.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.

34.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. **ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). ATTACHMENT B.**

34.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority, woman, or disadvantaged sub-proposers will complete the **M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – ATTACHMENT C.** This form must be submitted with all requests for payment.

34.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.

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34.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

34.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

35.0 **PUBLIC ENTITY CRIMES**

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

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

36.0 **USE OF OTHER CONTRACTS**

36.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this RFP if it is in its best interest to do so.**

37.0 **ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

37.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

37.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

38.0 **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

- 38.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 22.1
- 38.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 38.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- 38.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.
- 38.5 Contractors are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with FS 435.04 will enter onto any school site. Failure to comply, may result in immediate termination of the contractor's contract at the sole discretion of the School District. Lack of knowledge by the contractor will in no way be a cause for relief from responsibilities.

39.0 **AGREEMENT**

- 39.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

40.0 **POSTING OF RFP CONDITIONS / SPECIFICATIONS**

- 40.1 This RFP will be posted for review by interested parties, at the Purchasing Department Reception Center, 3300 Forest Hill Boulevard, 3rd floor, A-Wing, Suite A-323, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

41.0 **POSTING OF RFP RECOMMENDATION / TABULATIONS**

- 41.1 RFP recommendations and tabulations will be posted at the Purchasing Department Reception Center for review by interested parties, at 3300 Forest Hill Boulevard, 3rd floor, A Wing, Suite A-323, West Palm Beach, FL, on November 7, 2003 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.
- 41.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- 41.3 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3322 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
<http://www.palmbeach.k12.fl.us/mwbe>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

7 ATTACHMENTS

COST OF SERVICES

Pricing for each school should reflect a total cost as referenced in Section 12.0 Item-12.1 HVAC FILTER REPLACEMENT SERVICES. Each school listed below will have eight (8) changes per year of 1" filters and four (4) changes per year for 2" filters. Provide the cost of services to include these changes.

	<u>SQ. FT.</u>	<u>NO. OF AIR HANDLERS</u>	<u># OF FILTERS</u>	<u>PRICE</u>	
1. WILLIAM T. DWYER HIGH 13601 N. Military Trail Palm Beach Gardens, FL 33418	264,000	25	262 - 2" 28 - 1" <i>* standard 1" filters</i>	\$ <u>15,300.00</u> \$ <u>3192.00</u>	
2. LAKE SHORE MIDDLE 425 W. Canal Street N. Belle Glade, FL 33430	296,000	28	228 - 2" No 1"	\$ <u>13,315.00</u>	
3. BOCA RATON ELEM. 103 S.W. 1 st Avenue Boca Raton FL 33432	61,000	9	188 - 2" No 1"	\$ <u>10,980.00</u>	
4. Wooden Portable Bard Wall hung unit	1,000	<i>* Custom Filters</i>	External One 1"	\$ <u>141.60</u>	
5. Concretable Bard unit-wall hung	1,000			External One 2"	\$ <u>158.40</u>
6. Concretable Bard unit -Q Tec	1,000			Internal One 2"	\$ <u>158.40</u>

COST OF PREVENTIVE MAINTENANCE AIR HANDLER SERVICES

	<u>HOURLY RATE</u>
Regular	\$ <u>58.00</u>
Overtime	\$ <u>87.00</u>
Sunday/Holiday	\$ <u>116.00</u>

CHECK DISCOUNT OR MARK-UP AND PERCENTAGE BELOW:

Materials Parts _____ Discount _____ Mark-Up 20 %

CONTRACTOR Precision Air Systems, Inc.

PURCHASING DEPARTMENT
School District of Palm Beach County
3326 Forest Hill Blvd., A-323
West Palm Beach, FL 33406
Telephone: 561-434-8507
Fax: 561-963-3823

RFP 04C-006J
DISTRICT-WIDE HVAC FILTER REPLACEMENT
SERVICES / PREVENTIVE MAINTENANCE AIR-
HANDLER SERVICES

MANDATORY PRE-PROPOSAL CONFERENCE / SITE VISIT

THURSDAY, OCTOBER 14, 2003 AT 9:00 A.M.
OUTSIDE THE MAIN OFFICE OF W.T. DWYER HIGH SCHOOL
followed by Lake Shore Middle School and Boca Raton Elementary
(respectively)
ALL SCHOOLS MUST BE ATTENDED

WILLIAM T. DWYER HIGH SCHOOL
13601 N. Military Trail
Palm Beach Gardens, FL 33418

Directions: I-95 to Donald Ross Rd., east to Military Trail, south on Military. School is on west side.

LAKE SHORE MIDDLE SCHOOL
425 W. Canal Street N.
Belle Glade, FL 33430

Directions: I-95 to Southern Blvd., west on SR 80 approx. 40 miles to SR 441. Turn left & continue to Canal St., and turn right. School is on right.

BOCA RATON ELEMENTARY SCHOOL
103 SW 1st Avenue
Boca Raton, FL 33432

Directions: I-95 to Palmetto Park Rd., east to S.W. 1st Ave., turn south. School is approximately one block on west side.

NOTE: Roger Dunkelmann's cell phone number (if needed for Mandatory walks only):
561-722-4089