



2300 Government Street
Ocean Springs, MS 39564
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Ocean Springs School District Invitation to Submit RFQ-No Price Water Bottle Filler SY22

The Ocean Springs Board of Education invites you to participate in an RFQ-No Price- by submitting a proposal for Water Bottle Filler SY22. This will be a reverse auction bidding process. This invitation will be advertised in the MS Press and specifications and guidelines may be obtained by visiting www.ossdms.org or www.centrauctionhouse.com or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official bid documents may be downloaded, and electronic bids may be submitted at www.centrauctionhouse.com For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal of RFQ-No Price is not required, but is encouraged.

Bid & Implementation Timeline:

Posting of Bid Notice to the State Bid Bank	6/22/2021
First Publication of the Bid Notice by the Newspaper	6/23/2021
Second Publication of the Bid Notice by the Newspaper	6/30/2021
Last Day To Submit Questions	7/7/2021
Bidder Specification Response Form Return Deadline	7/13/2021, 2:00PM CST
Email to Qualified Bidders	7/19/2021
Reverse Auction Date	7/22/2021 10:00 AM CST
Recommendation to the BOT	8/10/2021

RFQ-No Price bids may be submitted electronically by contacting Central Bidding at 225-810-4814 and setting up an account or in person or via postal service of choosing to the Ocean Springs School District Business Office, 2300 Government St. Ocean Springs, MS 39564, ATTN: Purchasing. RFQ-No Price submissions are to be in a sealed envelope clearly marked **RFQ-No Price Water Bottle Filler SY22** and returned no later than 2:00 PM CST, July 13, 2021 at which time submissions will be opened in the Ocean Springs School District Business Office located 2300 Government Street, Ocean Springs, MS 39564. Late submissions will not be accepted.

Purpose and Need

The purpose of this RFQ is to furnish 70 compact, wall mounted, sensor operated chiller water bottle fillers.

There is no guarantee that the district will purchase all of the equipment in the bid. The intent is to be able to purchase all of the equipment in the bid.

Instructions to Bidders and Bid Conditions

RFQ-No Price submissions are due and will be opened at 2:00 PM CST, Tuesday, July 13, 2021, in the Business Office of the of the Ocean Springs School District, 2300 Government Street, Ocean Springs, MS 39564. RFQ-No Price submissions may also be submitted electronically at www.centrauctionhouse.com. Submissions are to be submitted in sealed envelopes, clearly marked: **RFQ-No Price Water Bottle Filler SY22**

- Vendors who are deemed qualified to participate in a reverse auction will be notified July 19, 2021 via email.
- Reverse Auction will take place beginning July 22, 2021, 10:00 AM CDT
- The Board reserves the right to reject any and all submissions either in whole or in part, or to reject a bid which is in any way incomplete or irregular and to waive informality or waive any part thereof. Bids to remain firm until December 31, 2021.
- The Ocean Springs School District may terminate the contract, in whole or in part, in the event funding is either in proration or otherwise no longer available.
- Any questions should be emailed to both the Operations Director, Brooks McKay, bmckay@osdms.org and Purchasing, Amy Armata, aarmata@osdms.org. Answers to questions and addenda will be posted on the following websites: www.osdms.org and www.centrauctionhouse.com.
- Ocean Springs School District is exempt from Mississippi sales tax and most Federal taxes. Exemption certification information appears on all purchase orders issued by the District.
- The scope of this project may be scaled up or down to meet funding guidelines with the Ocean Springs School District budget.
- This project will be a deliverable based engagement
- The Ocean Springs School District reserves the right to review resumes and check credentials of all vendors.
- Equipment must be shipped to 1005 Hanley Road, Ocean Springs, MS 39564.
If equipment is shipped by freight, the delivering company must deliver with a lift gate. The district does not have a loading dock.

Bidder Qualifications and Bid Format

Each bidder must meet all of the following minimum standards:

- No bidder may offer for sale any product they are not authorized and approved by the manufacturer to sell.
- Financial stability. Bidder must provide proof of ability to handle this project with lines of credit from manufacturer that will allow shipment of product on credit until all equipment is received. Terms are net 45.

Specification Response Form: The purpose of the Specification Response Form is to provide you with the detailed specifications that we require as well as a form you will complete so that you can tell us exactly what you are proposing to meet our specifications. Be sure to include additional materials, if necessary, to help us determine if your product meets our specification. With the Specification Response Form, we determine beforehand if you meet the specifications. If you do, you then can bid, through the auction process, on the equipment and services you proposed within the Specification Response Form.

Reverse Auction Process: This process is where you register with Central Bidding at least 5 days prior to the reverse auction to receive credentials and go online and place your bid for the equipment and services you proposed in the Specification Response Form.

Timing of the Reverse Auction and anti-snipping: The reverse auction will open at 10:00 AM CDT with the bidding window set to 20 minutes. **There will be a no Anti-Snipping mechanism in place during this reverse auction.**

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

1. Purchases: Every purchase by the Ocean Springs school District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheets/s.

2. Gratuities: The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

3. Special Tools and Test Equipment: If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

4. Warranty and Price: The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5. Warranty Products: Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

6. Safety Warranty: Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

7. No Warranty by District against Infringements: As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void.

The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

8. Commitment of Current Revenue: The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

9. Advertising: Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

10. Right to Assurance: Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

11. Independent Contractor: Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

12. Hold Harmless: Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnitees") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. Assignment Delegation: No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. Waiver: No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. Modifications: The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. Modification to Specifications: Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. Non-Resident Vendors: Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. Applicable Law: This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

19. Interpretation Evidence: The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant

to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20. E-Verify Program: Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21. Venue: Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

22. Payments: No partial payments will be given for services/products until the job/order is complete.

23. Disbarment: Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.

Water Bottle Filler SY22 Specifications Response Form

Bids must provide equipment with these specifications or better:

Murdock EZReach Model BFEZG168-Specification Sheet Attached

Bidders are to complete this section: Does the product you are offering on bid meet the above specifications? (Please check one)

YES _____ NO _____ DEVIATIONS _____ Please note any deviations from the listed specifications (additional sheets can be included, if needed).

If no deviations are listed above and the Bidder checks "YES", then the Bidder is confirming that the product offered on bid meets all the specifications as listed.

Refurbished equipment will not be considered.

How do you intend to submit your bid, electronically or by paper? _____. If you intend to attend the reverse auction and submit a paper bid you will need to be at the OSSD Central Office located at 2300 Government Street, Ocean Springs, MS 39564, at least 2 hours prior to the reverse auction start time. Additional registration documents must be completed at least 3 days prior to the start of the reverse auction and will be supplied by the OSSD or Central Bidding.

By submitting this bid we acknowledge and accept all terms and conditions and any addenda, if applicable. Check www.ossdms.org or www.centrauctionhouse.com for these items.

BID SUBMITTED BY:

Name of Company

Date of Bid

Mailing Address of Company

Typed Name and Position of Representative

City, State, Zip Code

Signature of Representative

Telephone Number

Email Address

EZREACH™

MODEL BFEZ168 SERIES

COMPACT, WALL MOUNTED, SENSOR OPERATED,
REFRIGERATED BOTTLE FILLER

STANDARD FEATURES

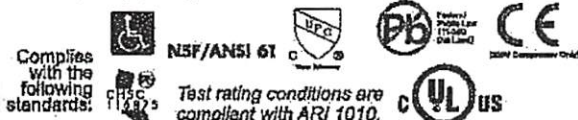
- Rough-Ins Match Other Manufacturer's Water Coolers for Easy Replacement
- Hands-Free Sensor Operation
- Optional -WF1 & -WF3 Filter Cap Has Auto-Shut Off for Easy Changing of Filter Without Turning Off Supply
- Access Panel for Ease of Maintenance
- Lead Free
- Housing is Satin Finish Stainless Steel Or Gray Powder Coat Finish
- 120VAC/9.0VDC Plug-In Transformer For Bottle Filler
- Laminar Flow Water Supply
- Sensor Has a 20 Seconds Maximum Run Time
- 1 GPM Fill Rate
- 100-Mesh Inlet Strainer

SUGGESTED SPECIFICATIONS

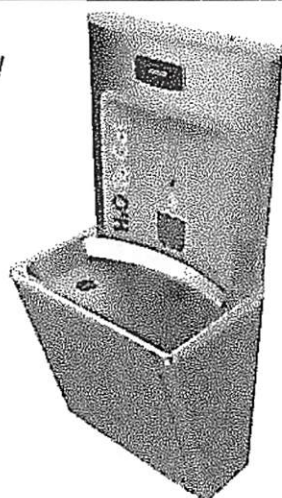
Electric Refrigerated Bottle Filler

EZREACH™ Model BFEZ168 is a self-contained, Chilled Bottle Filler that delivers a minimum of 8.0 GPH (30.3 LPH) of water at 50°F (10°C) cooled from 80°F (26.7°C) inlet water and 90°F (32.2°C) ambient. Unit shall be activated by a front mounted 9 Volt Infrared Sensor. Basin shall be constructed from 304 Stainless Steel polished to a #4 satin finish and have an Integral Drain. Cabinet shall be either Galvanized or Galvannealed Steel with Gray Powder Coat Finish or Stainless Steel with Satin Finish. Cooling system shall use R-134a Refrigerant and be Capillary Tube regulated. An Adjustable Thermostat with an off position shall regulate the refrigeration system. Unit shall be listed by Underwriters Laboratories for both the US and Canada and is compliant to the Air Conditioning and Refrigeration Institute Standard 1010. Unit is certified to ANSI A117.1, Public Law 111-380 (NO-LEAD), CHSC 116875 and NSF/ANSI 61, Section 9. When installed properly, the Bottle Filler complies with ADA forward and side reach height requirements ADA Standing Person, and ADA Child. Unit shall still deliver ambient water temperature to the Spout in the absence of electrical power as long as -BAT option is used and there is a pressurized water supply. Bottle Filling unit shall include Sensor Operated activation with a 20 second maximum run time. LED Lights illuminate the Bottle Fill area and brighter when a bottle is detected, with optional -BCD (Bottle Counter Display) only. Optional -BCD (Bottle Counter Display) indicates the quantity of 16 oz disposable Plastic Bottles saved from a land fill and also displays the Water Filter status.

Bottle Filler housing construction will be 20 gauge Stainless Steel with a satin finish and will also include components manufactured from Antimicrobial, Impact resistant ABS. Bottle Filler shall provide approximately 1 GPM (3.8 LPM) flow rate with a Laminar Flow Spout to minimize splashing.



H₂O
to go!



PATENT# Pending
PATENT# D873,606



Maintenance Advantage®
Water Cooler by Murdock Manufacturing

"RATED FOR INDOOR USE ONLY"

Model Number	GPH*	Rated Watts	Full Load Amps	Approx. Shipping Weight
BFEZ168	8.0	335	4.4	100 lbs.

* GPH of 50°F water at 80°F ambient room temperature and 90°F inlet water temperature. Compressor motor operates on 115 Volt / 60 Hz single phase.

MODEL:

(Must Specify Water Cooler)

- BFEZG168 Compact Bottle Filler, Gray Finish Housing with Satin Finish Bottle Filler
- BFEZS168 Compact Bottle Filler, Stainless Steel Housing with Satin Finish Bottle Filler

BOTTLE FILLER OPTIONS:

- -BAT Bottle Filler with Battery Operated Sensor
- -BCD Bottle Filler with Sensor Operation with Bottle Counter Display (N/A with -BAT Option)

OPTIONS:

(additional costs may apply)

- -CSC5 Concealed Support Carrier
- -WF1 1500-Gallon Capacity, NSF 42+53, 1-Micron Lead Reduction Filter
- -WF3 3000-Gallon Capacity, NSF 42+53, 1-Micron Lead Reduction Filter
- -220V 220 volt / 50 Hz or 60Hz Compressor



Member of
U.S. Green
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Recyclable
Product



Water
Conserving
Product

⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

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