



7-29-2020

**REQUEST FOR PROPOSALS:**

The Elmore County Board of Education invites you to bid on **Furnishing and Installing Water Filtration Units** for Elmore County Schools as specified on the attached pages. Sealed proposals will be received until **1:00 PM, August 4, 2020** at the address below, at which time they will be opened publicly and read.

**INSTRUCTIONS FOR BIDDER:**

The Board of Education reserves the right to reject any and/or all bids, to waive all formalities in bidding, to be the sole judge of quality and equality of the several bid proposals and to award the contract to the most desirable bidder.

Envelopes containing bids must be sealed and marked in the outside lower left-hand corner: **Elmore County Board of Education Furnish and Install Water Filtration Units, RFP #20-013, August 4, 2020 at 1:00 PM.**

**All bids must be submitted on the attached Bid Proposal Form and signed by the bidder.**

The Board of Education is tax exempt from all tax (Elmore County Board of Education: Tax I.D. 63-6000872). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.

All prices submitted on the proposal are to be comprehensive.

The contract for purchase will be put into effect by means of a purchase order executed after tabulations are compiled and the bid is awarded by the Elmore County Board of Education.

Any questions regarding the bid process or specifications should be directed to:

Jason Mann or Mike Czerpak  
Elmore County Board of Education  
100 H.H. Robison Drive  
Wetumpka, AL 36092  
334-567-1200  
[jason.mann@elmoreco.com](mailto:jason.mann@elmoreco.com)  
[mike.czerpak@elmoreco.com](mailto:mike.czerpak@elmoreco.com)

**DELIVERY:** The services should be delivered as specific in the Supplemental Instructions to Bidders.

**PAYMENT:** The successful bidder can expect payment from Elmore County Board of Education. Credit card payment acceptance preferred.

## **INSTRUCTIONS TO BIDDERS**

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## **1. BID DOCUMENTS**

The Bid Documents consist of the Advertisement for Bids, these Instructions to Bidders, any modifications of or supplements to these Instructions to Bidders, and the Proposal Form.

## **2. PERSONNEL**

- a. The Proposer shall provide qualified employees to perform all services. An annual certified list of employees should be provided to the school district personnel office.
- b. The Proposer assumes its legal obligation for its employees' wages, benefits, payroll deductions, insurance, unemployment and workers' compensation, as well as the employees' share of social security and any other benefits as required by law.
- c. The Proposer's employees will be OSHA trained and certified (nationally accredited) on safety and health procedures for school environments. Employees' certification will be updated on an annual basis. OSHA training and certification will consist of, but not be limited to, restroom cleaning and maintenance as well as classroom cleaning and maintenance. It shall be the sole responsibility of the Proposer to obtain all necessary licenses and permits required by federal, state and county regulations.
- d. Proposers shall insure that employees become familiar with District policies which directly address behavior while on school property and neatly and reasonably attired with either I.D. badges and/or uniform clothing during the performance of all services hereunder.
- e. The Proposer shall furnish all personnel, test equipment, tools, and services in conformance with the terms and conditions of this contract. Proposer guarantees that the employees assigned to the District shall satisfactorily perform the services ordered by the District and as set forth in the "Contract". Proposer will be responsible for supplying qualified employees and the District shall provide any instruction specific to the District. If such services are not performed satisfactorily, Proposer will, upon reasonable notice from the District, cancel all charges for unsatisfactory services if the services are not completed to the satisfaction of the school district.
- f. The Proposer shall furnish a complete list of annual hours and personnel per school to fulfill the duties of the proposal. The Proposer shall furnish a complete list of equipment to be used to fulfill the duties of the proposal.
- g. Proposer shall perform a thorough background check on all employees it sends to the District and shall send no employees who has been convicted of a felony or crime of moral turpitude.

## **3. LICENSING REQUIREMENTS:**

The bidder must have the appropriate business license and must show the Owner evidence of license before bidding or the bid will not be received by the Owner. A bid which is for work outside of the type or types of work stipulated in the bidder's license will not be considered.

## **4. INSURANCE REQUIREMENTS**

- a. To be awarded and enter the contemplated contract, the successful bidder must carry the types of insurance with minimum coverage limits as are specified in the attached Contract. In summary, these requirements are as follows:

Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, including (including completed operations and contractual liability coverage) with limits of not less than

- \$500,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence; and

- Excess umbrella coverage of \$1,000,000.00 for each occurrence

Workers' Compensation and Employers Liability as required by statute; and

Employer's Liability – liability limits of \$500,000 per occurrence.

**5. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:**

- a. Any special qualifications required of contractors or material suppliers, are set forth in the Bid Documents.
- a. The Awarding Authority may have elected to prequalify bidders. Parties interested in bidding for this contract are directed to the Advertisement for Bids and Supplemental Instructions to Bidders to determine whether bidders must be prequalified and how they may obtain copies of the Awarding Authority’s published prequalification procedures and criteria.
- c. Release of Bid Documents by the Owner to a prospective bidder will not constitute any determination by the Owner that the bidder has been found to be qualified, prequalified, or responsible.
- d. DETERMINATION OF THE WINNING BID MAY BE DETERMINED BY THE POINTS SCORED ON THE EVALUATION SHEET. ANY OR ALL ALTERNATES MAY OR MAY NOT BE ACCEPTED BY THE BOARD

**7. EXAMINATION of BID DOCUMENTS and the SITE of the WORK:**

Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the sites during the optional pre-site visit meeting, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids.. The submission of a bid shall constitute a representation by the bidder that the bidder has made such examination and visit and has judged for and satisfied himself or herself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements involved.

**8. EXPLANATIONS and INTERPRETATIONS:**

- a. Should any bidder observe any ambiguity, discrepancy, omission, or error in the drawings and specifications or in any other bid document, or be in doubt as to the intention and meaning of these documents, the bidder should immediately report such to the Owner and request clarification.
- b. Clarification will be made only by written Addenda sent to all prospective bidders. The Owner will be responsible in any manner for verbal answers or instructions regarding intent or meaning of the Bid Documents.
- c. In the case of inconsistency between drawings and specifications or within either document, a bidder will be deemed to have included in its bid the better quality or greater quantity of the work involved unless the bidder asked for and obtained the Owner’s written clarification of the requirements before submission of a bid.

**9. SUBSTITUTIONS**

- a. The identification of any product, material, system, item of equipment, or service in the Bid Documents by reference to a trade name, manufacturer’s name, model number, etc. (hereinafter referred to as “source”), is intended to establish a required standard of performance, design, and quality and is not intended to limit competition unless the provisions of paragraph “d” below apply.
- b. When the Bid Documents identify only one or two sources, or three or more sources followed by “or approved equal” or similar wording, the bidder’s proposal may be based on a source not identified but considered by the bidder to be equal to the standard of performance, design and quality as specified; however, such substitutions must ultimately be approved by the Owner. If the bidder elects to bid on a substitution without “Pre-bid Approval” as described below, then it will be understood that proof of compliance with specified requirements is the exclusive responsibility of the bidder.
- b. When the Bid Documents identify three or more sources and the list of sources is not followed by “or approved equal” or similar wording, the bidder’s proposal shall be based upon one of the identified sources, unless the bidder obtains “Pre-bid Approval” of another source as described below. Under these conditions it will be expressly understood that no product, material, system, item of equipment, or service that is not identified in the Bid Documents or granted “Pre-Bid Approval” will be incorporated into the Work unless such substitution is authorized and agreed upon through a Contract Change Order.

**d.** If the Bid Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the bidder's proposal must be based upon the identified sole source.

**e. Procedures for "Pre-bid Approval".** If it is desired that a product, material, system, piece of equipment, or service from a source different from those sources identified in the Bid Documents be approved as an acceptable source, application for the approval of such source must reach the hands of the Owner at least seven days prior to the date set for the opening of bids. At the Owner's discretion, this ten day provision may be waived. The application for approval of a proposed source must be accompanied by technical data which the applicant desires to submit in support of the application. The Owner will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed source with previous users, evidence of reputation of the source for prompt delivery, evidence of reputation of the source for efficiency in servicing its products, or any other pertinent written information. The application to the Owner for approval of a proposed source must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bid Documents. The burden of proof of the merit of the proposed substitution is upon the proposer. To be approved, a proposed source must also meet or exceed all express requirements of the Bid Documents. Approval, if granted, shall not be effective until published by the Owner in an addendum to the Bid Documents.

## **10. PREPARATION and DELIVERY of BIDS:**

### **a. Proposal Form:**

- (1) Bids must be submitted on the Proposal Form as contained in the Bid Documents
- (2) All information requested of the bidder on the Proposal Form must be filled in. The form must be completed by typewriter or hand-printed in ink.
- (3) Identification of Bidder: On the first page of the Proposal Form the bidder must be fully identified by completing the spaces provided for:
  - (a) the legal name of the bidder,
  - (b) the state under which laws the bidder's business is organized and existing,
  - (c) the city (and state) in which the bidder has its principal offices,
  - (d) the bidder's business organization, i.e., corporation, partnership, or individual (to be indicated by marking the applicable box and writing in the type of organization if it is not one of those listed), and
  - (e) the partners or officers of the bidder's organization, if the bidder is other than an individual. If the space provided on the Proposal Form is not adequate for this listing, the bidder may insert "See Attachment" in this space and provide the listing on an attachment to the Proposal Form.
- (3) Where indicated by the format of the Proposal Form, the bidder must specify lump sum prices in both words and figures. In case of discrepancy between the prices shown in words and in figures, the words will govern.
- (4) All bid items requested in the Proposal Form, including alternate bid prices and unit prices for separate items of the Work, must be bid. If a gross sum of bid items is requested in the Proposal Form, the gross sum shall be provided by the bidder.
- (5) The Proposal Form shall be properly signed by the bidder. If the bidder is:
  - (a) **an individual**, that individual or his or her "authorized representative" must sign the Proposal Form;
  - (b) **a partnership**, the Proposal Form must be signed by one of the partners or an "authorized representative" of the Partnership;
  - (c) **a corporation**, the president, vice-president, secretary, or "authorized representative" of the corporation shall sign and affix the corporate seal to the Proposal Form. As used in these Instructions to Bidders, "authorized representative" is defined as a person to whom the bidder has granted written authority to conduct business in the bidder's behalf by signing and/or modifying the bid. Such written authority shall be signed by the bidder (the individual proprietor, or a member of the Partnership, or an officer of the Corporation) and shall be attached to the Proposal Form.
- (6) Interlineations, alterations or erasures on the Proposal Form must be initialed by the bidder or its "authorized representative".

**a. Delivery of Bids:**

(1) Bids will be received until the time set, and at the location designated, in the Advertisement for Bids unless notice is given of postponement. Any bid not received prior to the time set for opening bids will be rejected absent extenuating circumstances and such bids shall be rejected in all cases where received after other bids are opened.

(2) Each bid shall be placed, together with the bid guaranty, in a sealed envelope. On the outside of the envelope the bidder shall write in large letters "Proposal", below which is to be marked in the outside lower left hand corner: **Elmore County Board of Education Furnish and Install Water Filtration Units Bid #20-013, August 4, 2020 at 1:00 PM**, the name of the bidder, and the bidder's current license number.

(3) Bids may be delivered in person, or by mail if ample time is allowed for delivery. When sent by mail, the sealed envelope containing the bid, marked as indicated above, shall be enclosed in another envelope for mailing.

**11. WITHDRAWAL or REVISION of BIDS:**

**a.** A bid may be withdrawn prior to the time set for opening of bids, provided a written request, executed by the bidder or the bidder's "authorized representative", is filed with the Owner prior to that time. The bid will then be returned to the bidder unopened.

**b.** A bid which has been sealed in its delivery envelope may be revised by writing the change in price on the outside of the delivery envelope over the signature of the bidder or the bidder's "authorized representative". In revising the bid in this manner, the bidder must only write the amount of the change in price on the envelope **and must not reveal the bid price.**

**c.** Written communications, signed by the bidder or its "authorized representative", to revise bids will be accepted if received by the Owner prior to the time set for opening bids. The Owner will record the instructed revision upon opening the bid. Such written communication may be by facsimile if so stipulated in Supplemental Instructions to Bidders. In revising the bid in this manner, the bidder must only write the amount of the change in price **and must not reveal the bid price.**

**d.** Except as provided in Article 12 of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

**12. OPENING of BIDS:**

Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids. Bidders or their authorized representatives are invited to be present.

**13. INCOMPLETE and IRREGULAR BIDS:**

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any un-initialed alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection.

**14. BID ERRORS**

**a. Errors and Discrepancies in the Proposal Form.** In case of error in the extension of prices in bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.

**b. Mistakes within the Bid.** If the selected bidder discovers a mistake in its bid, the selected bidder may seek withdrawal of its bid without forfeiture of its bid guaranty under the following conditions:

**(1) Timely Notice:** The selected bidder must notify the Awarding Authority in writing, within three working days after the opening of bids, that a mistake was made. This notice must be given within this time frame whether or not award has been made.

**(2) Substantial Mistake:** The mistake must be of such significance as to render the bid price substantially out of proportion to the other bid prices.

**(3) Type of Mistake:** The mistake must be due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. A mistake of law, judgment, or opinion shall not constitute a valid ground for withdrawal without forfeiture.

**(4) Documentary Evidence:** Clear and convincing documentary evidence of the mistake must be presented to the Awarding Authority and the Architect as soon as possible, but no later than three working days after the opening of bids. The Awarding Authority's decision regarding a low bidder's request to withdraw its bid without penalty shall be made within 10 days after receipt of the bidder's evidence or by the next regular meeting of the Awarding Authority. Upon withdrawal of bid without penalty, the low bidder shall be prohibited from (1) doing work on the project as a subcontractor or in any other capacity and (2) bidding on the same project if it is re-bid.

#### **15. DISQUALIFICATION of BIDDERS:**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

**a. Collusion.** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders participating in such agreement or collusion to be disqualified from submitting further bids to the Awarding Authority on future lettings.

**b. Advance Disclosure.** Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require readvertisement and rebid.

**c. Failure to Settle Other Contracts.** The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills due for labor and material on other contracts in force at the time of letting.

#### **16. CONSIDERATION of BIDS:**

**a.** After the bids are opened and read publicly, the bid prices will be compared and the results of this comparison will be available to the public. Until the final award of the contract, however, the Awarding Authority shall have the right to reject any or all bids, and it shall have the right to waive technical errors and irregularities if, in its judgment, the bidder will not have obtained a competitive advantage and the best interests of the Awarding Authority will be promoted.

**b.** If the Bid Documents request bids for projects or parts of projects in combination or separately, the Bid Documents must include modifications of, or supplements to, these Instructions to Bidders setting forth applicable bid procedures. Award or awards will be made to the lowest responsible and responsive bidder or bidders in accordance with such bid procedures.

#### **17. AWARD of CONTRACT:**

**a. The Board reserves the right to reject any and all bids. The Board also reserves the right to cancel this contract for lack of funding without penalty from the vendor.** The contract shall be awarded in accordance with evaluation factors as stated below. A responsive bidder is one who submits a bid that complies with the terms and conditions of the Advertisement for Proposals and the Proposal Documents. Minor irregularities in the RFP documents shall not defeat responsiveness. It is the Board's intent to open bids on the established bid date and time, after evaluation of responsive proposals received the Board may invite the top 3 vendors to the next called Board Meeting. The contractor awarded the contract will be required to begin work Prior to October 1, 2020 with the option to renew annually for three additional years.

**b.** A bidder to whom award is made will be notified by the following board meeting by confirmed facsimile, or letter to the address shown on the Proposal Form at the earliest possible date. Unless other time frames are stipulated in Supplemental Instructions to Bidders, the maximum time frames allowed for each step of the process between the opening of bids and the issuance of an order to proceed with the work shall be as follows:

1. Contractor's return of the fully executed contract, with bonds and evidence of insurance to the Awarding Authority.

2. Awarding Authority's approval of the contractor's bonds and evidence of insurance and completion of contract execution 20 calendar days after the contractor presents complete and acceptable documents to the Owner
3. Notice To Proceed issued to the contractor prior to start date. The time frames stated above, or as otherwise specified in the Bid Documents, may be extended by the board. Failure by the Awarding Authority to comply with the time frames stated above or stipulated in Supplemental Instructions to Bidders, or agreed extensions thereof, shall not be just cause for the withdrawal of the contractor's bid and contract without forfeiture of bid security.

**END of INSTRUCTIONS TO BIDDERS**



### Evaluation Factors

1. “Most Advantageous Proposal”. The Board will award contracts to the vendor who submit the “**Best Value Proposal**” to the Board. **ELMORE COUNTY BOARD OF EDUCATION (Board) is requesting Furnish and Install Water Filtration Units for the following sites: All Elmore County Schools**

1.1. **Proposals should contain all components of “Proposal Requirements”. The following criteria MAY be used to evaluate all proposals with relative weighted value:**

● Experience	35 points	
● Financial Stability	15 points	
● Training & Employee Development	15 points	
● Management/Supervisory Plan	25 points	
● Operational Plan	25 points	Total 200 points
● Quality Control	25 points	
● Equipment Plan	15 points	
● References	10 points	
● Price	40 points	

1.2.1 Evaluation of proposals may not be based on the lowest price alone, evaluation shall be based on what **is the best overall solution** for the District. As noted above, cost will be only one factor used in determining what the “best value proposal” is.

1.2.2 The Board expressly reserves the right to waive minor deviations from the specification when it is determined that total cost to the Board of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming bid. In conjunction, the Board also reserves the right to:

1.2.3 Waive any defect, irregularity or informality in any proposal procedures.

1.2.4 Reject any or all RFPs.

1.2.5 Award the entire RFP to one vendor

1.2.6 Award the RFP under the most beneficial terms for the Board

1.2.7 Extend the opening time and date.

1.2.8 Procure any item of the RFP by other means

**PROPOSAL FORM**

To: Elmore County Board of Education

Date: \_\_\_\_\_

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned

(Legal Name of  
Company)

hereby proposes to furnish all labor, equipment, materials, supplies and perform all work required for the **Furnish and Install Water Filtration Units for Elmore County Schools** in accordance with Drawings and Specifications.

The Bidder, which is organized and existing under the laws of the State of Principal offices in the City of \_\_\_\_\_, is a Corporation of \_\_\_\_\_, Partnership of \_\_\_\_\_, (other) \_\_\_\_\_.

**LISTING OF PARTNERS OR OFFICERS:** If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

**BIDDER’S REPRESENTATION:** The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

Modular Relocation Services for Elmore County Schools complete as shown and specified, the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) furnish and install 79 water filtration units for 12 months

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) furnish and install 1 water filtration unit for 12 months

**ACKNOWLEDGEMENT OF ADDENDUM NUMBERS:** \_\_\_\_\_

**CERTIFICATIONS:** The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed suppliers will be submitted at a time subsequent to the receipt of bids as established by the Elmore County Board of Education, but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

**Legal Name of Bidder**

Mailing Address

**\* By (Legal Signature)**

\* Name (type or print)

\* Title

Telephone Number

Cell Phone Number

Email Address

\* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

**Exceptions: (list item number and the exception, if no exceptions, state NO EXCEPTIONS)**

**1.1 Contract Duration and Characteristics**

**1.1.1. Term:** This is a Request for Proposal only. Proposals will be treated as offers to enter into a Contract with the Elmore County Board of Education. The award of a Contract by the Elmore County Board of Education shall constitute a Contract, subject to the execution of a formal written Contract to the satisfaction of the Elmore County Board of Education, which Contract shall incorporate the RFP and the successful Contractor’s Proposal. The final Contract shall be subject to the review and approval by the Elmore County Board of Educations’ legal counsel. Notwithstanding the above, the Elmore County Schools Board of Education shall have the right to make all final determinations regarding the final form of Contract. The Services shall commence as determined in the Supplemental Instructions to Bidders.

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

1.  Materials and supplies shall not be used in performance of the contract in the District until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials have been presented to the District Business Administrator. The contractor shall use environmentally safe products when possible. The contractor will not use any material that the District determines to be unsuitable or harmful to the surfaces intended for its use. Costs for correcting damage caused by misused or unauthorized materials will be the sole responsibility of the contractor. The contractor shall purchase and issue all chemicals in their original containers.
  - Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this contract. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State, and County laws ordinances, rules and regulations.
  - No bleach or ammonia products will be used in the operations of the custodial services.
  
2. Contract Management: The contractor shall furnish with their proposal response, an organizational chart of his proposed supervisor structure to be used in the performance of the duties identified herein. The chart should indicate the levels of supervision to be used at Elmore County Board of Education.
  - The contractor shall provide an Operations Manager/Supervisor who will supervise at the contractor’s discretion, at Elmore County Board of Education. The operations manager/supervisor will have total responsibility for the project.
  - The contractor will provide an adequate force of skilled work persons who are thoroughly trained and experienced in the necessary crafts and skills and at least eighteen (18) years of age.
  
3. All employees of the contractor working in the Elmore County Board of Education must have a clear criminal history background check as required by Alabama law. This will be at the contractor’s expense.

4. Any damage or loss sustained by the school to its occupants, premises, or contents as a result of the performance, lack of performance, negligence or dishonesty of the contractor, its employees, or agents is to be borne by the contractor.
5. Vendor agrees to service and maintain the equipment without cost to customer provided such service is not due to abuse, misuse, or willful damage.
6. The units shall be Equal to WATERFALL BOTTLED WATER COOLER by WATERWAYS COMPANY