SUBJECT: PIGGYBACK BID DCPS RFP NO. 08-19/TW HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES

BID #: PSC-0052-20 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH JUNE 30, 2021 WITH FOUR (4), TWO (2) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback bid RFP No. 08-19/TW with Duval County Public Schools (DCPS) for Heating, Ventilation and Air Conditioning, with ThermaServe, Inc., on an as needed basis. Period of Service will be from date of executed contract through June 30, 2021, with four (4) two (2) year renewal options. Total award amount not-to-exceed $1,000,000.00.

This award will be funded by various account (s) and executed by formal contract through Office of General Counsel and processed via individual Purchase Order(s).

Attachments: Recommendation Memo, RFP No. 08-19/TW, RFP No. 08-19TW Addendum 1 of 1, Executed Agreement between DCPS and ThermaServe, Inc., ThermaServe, Inc Invitation to Piggyback, Certificate of Insurance (Approved by Risk Management), Attachment A (Insurance Requirements) and Attachment B (Indemnification) provided by Risk Management that will become part of the City contract.

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Greg Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ASC-0052-20

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY, ONE JACKSONVILLE

December 2, 2019

MEMORANDUM

TO: Gregory W. Pease, Chief Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, Chief

SUBJECT: ThermaServe, Inc.
Recommendation to Piggyback Duval County Public Schools (DCPS) RFP No. 08-19/TW
Heating, Ventilation and Air Conditioning (HVAC) Services.

On July 2, 2019, the School Board of Duval County Florida approved awarding RFP No. 08-19/TW for Heating, Ventilation and Air Conditioning (HVAC) Services to ThermaServe, Inc. and entered into the attached Agreement between the parties effective July 1, 2019 through June 30, 2021 with the option to renew for four (4) additional two (2) year periods.

The Public Buildings Division recommends piggybacking RFP No. 08-19/TW with ThermaServe, Inc. on an as needed basis from date of award through June 30, 2021 with the option to renew for four (4) additional two (2) year periods.

The City of Jacksonville is eligible to piggyback on RFP No. 08-19/TW pursuant to Item 2.2.16 which states: Use by Other Public Entities: Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded Contractors.

A maximum indebtedness of One Million Dollars ($1,000,000.00) is recommended and will be encumbered by individual releases against a master blanket, dependent on funding, the appropriate account and fiscal year. A formal contract will be executed through the Office of General Counsel.

Your assistance in concurring with this recommendation would be appreciated. If you have any questions or concerns regarding this matter, please contact Jim Lange at 904-255-4340.

Attachments:
- RFP No. 08-19/TW
- RFP No. 08-19/TW Addendum 1 of 1
- Fully Executed Agreement between DCPS and ThermaServe, Inc.
- ThermaServe, Inc. Invitation to Piggyback RFP No. 08-19/TW
- Certificate of Insurance (Approved by Risk Management)
- Attachment A (Insurance Requirements) and Attachment B (Indemnification) provided by Risk Management that will become part of the City contract.

cc: Ann Brackin, Public Works Contracts and Finance Manager
Marilyn Laidler, Procurement Analyst
Jim Lange, Contract Administration Coordinator

REQUEST FOR PROPOSALS (RFP)

RFP NO. 08-19/TW

Heating, Ventilation and Air Conditioning (HVAC) Services

DUVAL COUNTY
PUBLIC SCHOOLS

RFP Release Date:	March 22, 2019
Deadline for Written Questions:	April 4, 2019, 4:00 p.m. (EDT)
Proposals Opened:	April 18, 2019, 2:00 p.m. (EDT)
Committee Evaluation:	April 25, 2019
Presentations:	May 8, 2019 (if deemed necessary)
Board Award:	June, 2019

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services Department
1701 Prudential Drive
Jacksonville, Florida 32207

ATTACHMENT A

Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207-3235

Purchasing Services
1701 Prudential Drive
Jacksonville, FL 32207-3235

DUVAL COUNTY
PUBLIC SCHOOLS

www.duvalschools.org
PHONE: (904) 390-2000
TDD: (904) 390-2898

PH: (904) 858-4848
FAX: (904 858-4868

Request for Proposals (RFP)
Required Response Form

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES
RFP No. 08-19/TW

This response must be submitted to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Jacksonville, FL 32207, no later than 2:00 p.m. EDT on April 18, 2019 and plainly marked RFP No. 08-19/TW. Responses are due and will be opened at this time. Responses received after 2:00 p.m. EDT on the date due will not be considered.

Anti-Collusion Statement / Public Domain

I, the undersigned vendor have not divulged, discussed, or compared this proposal with any other vendors and have not colluded with any other vendor 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 response and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Proposal, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (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: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

VENDOR TAXPAYER IDENTIFICATION NUMBER: _____

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

ITEMS TO BE RETURNED WITH PROPOSAL:

1. Required Response Form – Attachment A Page 1 of 34
2. Price Proposal Form – Attachment B
3. Office of Economic Opportunity Proposed Schedule of Participation – Attachment C
4. Federal Forms – Attachment D

Note: In accordance with section 4.3, please submit proposal as follows:

1. One (1) manually signed original
2. Two (2) photocopies of original
3. Seven (7) USB Flash Drives in .pdf format

Proposals to be delivered to:
1701 Prudential Drive
Jacksonville, Florida 32207

DUVAL COUNTY PUBLIC SCHOOLS

RFP: HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES

RFP No. 08-19/TW

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ATTACHMENTS (to be completed and returned):

A. Required Response Form

B. Price Proposal Form

C. OEO Compliance Statement

D. Federal Forms

EXHIBITS (for informational purposes):

1. Equipment Inventory
2. Technical Services
3. Water Treatment Costs
4. Sample Reports
5. Evaluation Worksheet
6. Condition Assessment Report Format (for use by Contractors AFTER selection.)

DUVAL COUNTY PUBLIC SCHOOLS

RFP: HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES

RFP No. 08-19TW

1.0 INTRODUCTION:

1.1 Purpose :

The purpose and intent of this Request for Proposals ("RFP") is to seek proposals from interested, available, and qualified firms to provide HVAC services. Duval County Public Schools (DCPS/District) intends to select two or more Firms/Contractors/Companies/Respondents to provide specified services including, but not limited to, preventive maintenance (PM) and repair of existing HVAC equipment and systems including ancillary devices. Responses will be accepted for four (4) groups of schools – Group A, Group B, Group C and Group D. Contractors may provide responses for one or more groups or all groups. DCPS reserves the right to award groups to the same or different Contractors and swap schools between groups to accommodate DCPS's best interest. DCPS reserves the right to negotiate with selected Contractors to establish agreements in the best interest of DCPS.

1.2 General Information about District Schools:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District's school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District.

The District is coterminous with Duval County, which covers 850 square miles and operates 171 facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools.

The District serves approximately 128,000 students (the student population changes annually). It is the second largest employer in Jacksonville with approximately 11,800 full time staff (approximately 8,300 teachers) at 99 elementary schools, 3 grades K-6 schools, 2 grades K-8 schools, 24 middle schools, 2 grades 6-12 schools, 19 high schools, 6 exceptional student centers, 1 virtual school, 7 alternative schools, 33 charter schools, and additional administrative facilities.

The administration of this Contract is a function of the District's Operations Department. All post-award communications shall be directed to Director, Facilities Maintenance. For more information about the District, please visit www.duvalschools.org on the internet.

2.0 DISTRICT OBJECTIVES/SCOPE OF SERVICES:

2.1 Objectives:

- Maintain a healthy, comfortable, productive learning environment for students and staff.
- Minimize equipment and system down time.
- Extend life of DCPS assets.
- Optimize utility expenditures.

2.2 Contractor Requirements/Responsibilities:

Contractor shall provide comprehensive HVAC services in accordance with this RFP. These services will be designated as Base Contract, Task Orders or Additional Project scope. Base Contract and Task Orders are defined below. Additional Project scope refers to any projects DCPS needs to accomplish whether related to or unrelated to the Base Contract scope. Contract will be structured as a delivery-order type contract to accommodate Task Orders and Additional Project work. Contractor shall use Attachment B Price Proposal line item pricing or better when submitting all proposals. Contractor will be required to submit written proposals and back up documentation for all Task Orders and Additional Project scope.

2.2.1 Base Contract Scope

All services described in paragraph 2.2, except where specifically designated otherwise, shall be included and considered Base Contract Scope.

A. Scope – Base Contract scope includes preventive maintenance, repair, labor, material, refrigerant and First Call Responsibility (FCR) for equipment listed in Exhibit 1 as well as all ancillary equipment. Exhibit 2 Technical Services, describes tasking and diagnostic services. During the Base Contract's first year, equipment may be added or deleted to reconcile inventory inaccuracies. Prices listed in Attachment B will be used for contract adjustments. After the first Base Contract year, additions and/or deletions will only be allowed when renovation projects affect equipment inventory.

B. Priority Levels and Response Times – Contractor must have qualified personnel on-call 24 hours per day, 7 days per week at no additional cost to DCPS to meet specified response times. DCPS Dispatchers make initial determination of priority levels. The term "workorder" used below refers to transactions in DCPS's workorder system. If parts or materials are needed to complete repairs, Contractor must expedite delivery of parts and materials at no additional cost to DCPS. Priority 1 and 2 repairs require overnight shipping at no additional cost to DCPS. Priority 1 and 2 repairs require overnight shipping at no additional cost to DCPS.

1. **Non-Critical Repairs** are designated Priority 3. Services are non-critical because spaces are within DCPS temperature and relative humidity guidelines. Contractor shall respond as soon as possible, not to exceed 3 days and complete repair **as soon as possible, not to exceed 30 days of service request** (verbal or written) or creation of workorder.

2. **Immediate Repairs** are designated Priority 2. Services are needed immediately because impacted area is not within DCPS temperature and relative humidity guidelines, but area is limited to one classroom or is unoccupied. Contractor shall respond as soon as possible, not to exceed 2 hours and complete repair **as soon as possible, within 24 hours of service request** (verbal or written) or creation of workorder.

3. **Emergency Repairs** are designated Priority 1. Impacted area is occupied, larger than one classroom, and conditions significantly deviate from DCPS temperature and relative humidity guidelines. Note that all service requests for occupied, large common areas, i.e., gym, auditorium, cafeteria, Media Center, etc. are considered Priority 1. Contractor shall respond

as soon as possible and be present on site within two hours of service request (verbal or written) or creation of workorder. Contractor shall complete repair **as soon as possible, within 24 hours of service request** (verbal or written) or creation of workorder.

C. First Call Responsibility (FCR) – First Call Responsibility is included 24 hours per day, 7 days per week at no additional cost to DCPS. It includes incidents when Contractor is dispatched and finds that no PM or repair is needed. First Call Responsibility also includes troubleshooting that may or may not result in a task order or project that will be assigned to the Contractor. Examples include:

- tripped breaker or other electrical issue (repair of electrical problem will be handled by others, however, resetting breaker is Contractor's responsibility under Base Contract scope)
- vandalism (repair may be handled as a task order or by others)
- HVAC unit is performing as designed and producing conditions within DCPS temperature and relative humidity guidelines however occupant is uncomfortable.
- problem can be solved with DCPS-approved adjustment of EMCS parameters and schedules
- water leak that is determined to be a roof leak
- problem is caused by DCPS network issues
- Contractor responds to service call, performs initial troubleshooting and determines the need for a project or task order. Initial troubleshooting is included as First Call Responsibility.

2.2.2 Task Orders

Services described in this section are in addition to Base Contract Scope. Task Orders may be used to procure system improvements that DCPS deems outside of the Base Contract scope. Task Orders will be authorized by DCPS on a project by project basis and may include work at any DCPS facility. Examples of Task Orders include:

- relocate thermostat or sensor for improved temperature indication
- repair or replace ductwork
- modify EMCS sequence of operations for improved control or energy savings
- equipment replacement – chillers, boilers, rooftops, wallhungs, pumps, etc.
- professional services – design and/or installation services as needed for large or complex projects involving resolution of Indoor Air Quality, dehumidification and energy issues, etc.

2.2.3 School Inspections

DCPS Contract Manager shall coordinate monthly quality inspections with Contractors.

2.2.4 Monthly Meetings and Report Cards

Contractor team and DCPS team will convene monthly to discuss key performance metrics, contract effectiveness, potential modifications, open issues, future plans, suggested process improvement, etc. Contractor shall provide quarterly Report Cards to DCPS summarizing services accomplished during the quarter. Information included in these monthly meetings and quarterly Report Cards may determine escalation rate and contract renewals.

2.2.5 Metrics

Contractor shall utilize DCPS's workorder system for receiving, completing and tracking all work orders, including PM work orders, in accordance with DCPS Maintenance procedures. Contractor shall generate a workorder for each service instance including PM work in order to properly document all services performed. One laptop computer containing workorder software and two license agreements (for primary person and one back up person) will be provided at no cost to each Contractor for the

contract duration. License agreements are transferable. DCPS shall provide periodic training for two licensed users per Contractor. Contractor should not expect that DCPS's workorder system will directly integrate with Contractor's business systems. DCPS policies and procedures for computer usage will be strictly enforced. Acceptable Use Policy (AUP) will be provided as needed.

Performance metrics are calculated monthly based on workorder system data. Metrics include total standard and PM work orders completed, work order average days to completion, cost per work order, etc. Contractor shall maintain performance metrics consistent with those of DCPS HVAC Shops and other Contractors. Persistent deviations from benchmarks set by DCPS HVAC Shops and other Contractors' may be grounds for contract termination or non-renewal. Several monthly maintenance reports are provided in Exhibit 4, Sample Reports.

2.2.6 Capital Projects

Contractor shall assist in an advisory capacity during planning and construction phases of capital projects and major renovations at schools maintained by the Contractor. This includes, but is not limited to, sending a knowledgeable representation to attend design reviews for projects at schools maintained by the Contractor.

2.2.7 Staffing Requirements

Contractor shall retain sufficient qualified personnel to perform all Base Contract services. For the duration of the contract term, Contractor's DCPS-designated team members shall not be assigned to any other client until all DCPS workorders involving the team member's skillset, including PM workorders, are completed. If Contractor lacks in-house resources for any portion of the Base Contract scope, Contractor must subcontract this portion of scope to others and maintain active agreements with these subcontractors for the contract term. Agreements between Contractor and subcontractors will be periodically reviewed by DCPS. Contractor is obligated to meet specified response times regardless of whether work is performed by direct employees or subcontractors. Delays and poor service caused by issues between Contractor and subcontractors may be cause for contract termination and/or other punitive action.

2.2.8 DCPS Calendar

DCPS calendar can be accessed at www.duvalschools.org. Calendar contains information on testing, school closure days, holidays and school operating hours that may significantly impact work scheduling and performance. Contractor shall identify and schedule work around all critical dates and standardized testing dates. Contractor shall minimize school disturbance, especially during testing.

2.2.9 Correction of Work

DCPS will routinely inspect Contractor's work. Contractor shall promptly, and at no cost to DCPS, correct all work rejected by DCPS as failing to conform to applicable Building Codes, specifications and/or DCPS guidelines. DCPS may withhold payment, in whole or in part, until defective work is corrected. Persistant failure to properly execute work in accordance with applicable Building Codes, specification and/or DCPS guidelines may result in contract termination and/or other punitive action.

2.2.10 Invoicing

Contractor shall submit invoices electronically to DCPS Contract Manager or DCPS Project Manager. Email addresses will be provided after contract award. Separate invoices shall be provided for Base Contract, Task Orders and Additional Project work. It is the Contractor's responsibility to submit accurate and timely invoices. Contractor shall ensure that all invoices are accurate and complete prior to submission for approval and payment. DCPS will not process inaccurate or incomplete invoices. As

a courtesy, DCPS may notify the Contractor of invoice issues at least once to assist with resolution. If Contractor fails to provide an accurate and complete invoice within 90 calendar days of project substantial completion (as determined by DCPS), DCPS reserves the right to permanently nullify invoice and consider the project complete and paid in full (excludes Base Contract invoicing).

Base Contract monthly invoices shall be submitted in arrears and equal to one-twelfth of the Base Contract amount. Monthly invoice shall include information regarding Base Contract services completed during the period covered by the invoice.

Task Orders and Additional Project Work shall be invoiced on a project by project basis.

2.2.11 Equipment to be Serviced

Base Contract includes service on all primary equipment indicated in Exhibit 1 as well as ancillary devices associated with primary equipment, including but not limited to:

- Heat exchangers
- Tower well pumps and associated electrical and control devices
- Exhaust fans interlocked with HVAC/EMCS
- Gas water heaters (pilot lighting only)
- Cooling towers
- Pumps
- Fan Coil Units, Fan Terminal Units, VAV Boxes & Unit Ventilators
- Water treatment
- Variable frequency drives (up to and including replacement)
- Refrigerant piping between evaporator and condenser of direct expansion systems
- Condensation lines to designed system exit point
- Everything inside of equipment body/cabinet
- Other associated HVAC devices
- Supply and return air grill cleaning
- Gas components for comfort heating
- Occupancy sensors (HVAC only and combination HVAC/lighting) (up to and including replacement
- Needlepoint and bipolar ionization devices
- Dampers, valves and actuators, including smoke and fire dampers (up to and including replacement)
- Controls including wiring between HVAC unit and controller
- EMCS current and legacy systems, including all wiring downstream of EMCS main building controller or gateway where applicable (excludes IT network wiring).

This is not an inclusive listing of components to be covered under this Contract. It is provided as a guide to Contractors to understand the work requirements.

If Contractor finds a discrepancy between the primary equipment listed in Exhibit 1 and what is found during any pre-proposal site inspection, Contractor shall notify DCPS and shall **base cost proposal upon Exhibit 1, Equipment Inventory and all associated ancillary equipment and any addenda.** Adjustments for inventory inaccuracies may be made any time during the first year of the contract.

2.2.12 Condition Assessment Report

Within 60 calendar days of tentative contractor selection, selected Contractor shall submit for DCPS's consideration, a Condition Assessment Report indicating rating/status of each piece of equipment listed in Exhibit 1 and ancillary equipment. If selected contractor submits a viable condition assessment report to DCPS and negotiations between DCPS and selected contractor terminate prior to contract award, DCPS will reimburse contractor for costs incurred during the condition assessment survey up to $500 per school. If negotiations result in a contract award, then contractor will receive no reimbursement for condition survey and report. Contractor shall use the rating system and format provided in Exhibit 6.

Within 30 working days of receipt of Condition Assessment Report, DCPS will inspect equipment rated a 1 or 2 to verify or dispute condition. (DCPS will not accept a rating of 1 for any equipment currently maintained by any Contractor. Existing Service Contractor must make equipment operational under the existing service contract.) The Condition Assessment Report, agreed upon by Contractor and DCPS, will become part of the executed contract. Inability to agree on a final Condition Assessment Report is grounds for DCPS to discontinue negotiations with Contractor and negotiate with next rated Contractor.

As documented in the approved Condition Assessment Report, DCPS intends to repair or replace equipment rated 1 (inoperable) within 90 working days. DCPS intends to repair or replace equipment rated 2 within the following two years as funding allows. **As part of the Base Contract, ALL equipment and ancillary devices must be maintained by Contractor regardless of rating until DCPS can fund replacement**.

Prior to each contract renewal, Contractor may reassess equipment condition and submit a revised Condition Assessment Report for DCPS review and consideration. Contractor shall not give a rating of 1 to any equipment. DCPS will inspect equipment rated a 2 to verify or dispute condition. DCPS intends to repair or replace equipment rated 2 within the following two years as funding allows. Inability to agree on a revised Condition Inspection Report is grounds for DCPS to discontinue negotiations with Contractor. **As part of the Base Contract, ALL equipment and ancillary devices must be maintained by Contractor regardless of rating until DCPS can fund replacement**.

2.2.13 Exclusions

The following items are not included in the Base Contract scope:

- Components such as field installed water piping, fuel gas piping, ductwork, insulation, hangers/support, equipment supports, etc.
- Exhaust fans independent of HVAC/EMCS
- Occupancy sensors that only control lighting
- Science lab gas components and fume hoods
- Kitchen appliances (except water heater pilot lighting)
- Air compressors
- Fire alarm system components except as defined in para 2.2.11 (Contractor shall immediately notify DCPS if HVAC problem is caused by any fire alarm device)
- Indisputable sudden acts of God (lightning, wind, hail), theft or vandalism

2.2.14 Implied Services

Services, functions or responsibilities not specifically described in this RFP that are necessary for the proper performance and provision of the Base Contract scope, shall be deemed to be implied by and included in the Base Contract scope to the same extent and in the same manner as if specifically described herein. This includes, but is not limited to, any additional expenses to be incurred by the Contractor in relation to the Services. (For example, expenses incurred by the Contractor if a state or federal agency requires external review of the Contractor's services conducted for DCPS).

2.2.15 Contract Term

Initial contract period begins July 1, 2019 and ends June 30, 2021. The contract may be renewed under the same terms and conditions as the original contract for four additional two year periods, upon the written, mutual agreement of the parties. If DCPS elects not to renew with any Contractor, a written notice will be issued to the affected Contractor not less than 90 calendar days prior to the contract anniversary date. Contracts with remaining Contractors will be renewed without interruption. If any

Contractor elects not to renew, Contractor shall issue a written notice to DCPS not less than 90 calendar days prior to the contract anniversary date. DCPS reserves the right to solicit proposals from any Contractor for any school using the same terms and conditions as the original contract. DCPS also reserves the right to perform services at affected schools with in-house personnel.

2.2.16 Use by Other Public Entities

Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded Contractors.

2.2.17 Escalation Provisions

Contractor may request an increase in contract pricing at each renewal period. Contractor's performance may affect DCPS's approval of any proposed escalation. Escalation provision applies to Base Contract amount and all bid items except items 26, 27 and 28.

Increase shall be the rate of inflation as determined by the Consumer Price Index (CPI) for all urban consumers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics (BLS), or any successor or substitute index appropriately adjusted from the commencement of the initial term of the contract to commencement of each extension period **not to exceed 3%**. The index to be used for this calculation shall be that which is published (most current data) on the BLS website as of **April 30th** of the contract renewal year. The contractor must request the increase in writing within 30 days of contract expiration. If an agreement cannot be reached regarding CPI upon renewal, DCPS may, in its sole discretion, terminate the agreement.

2.2.18 Bonds

Proposal Bond: All Contractors shall submit a proposal bond in the amount of **$10,000** made payable to Duval County School Board, and such proposal bond shall accompany the proposal when submitted. Bond shall be issued by a surety company in full compliance with Section 287.0935, Florida Statutes and approved by the United States Treasury Department. Cash and/or checks of any kind are not acceptable. **PROPOSALS RECEIVED WITHOUT THE REQUIRED BOND WILL BE CONSIDERED NON-RESPONSIVE.** Proposal bonds will be NOT be returned to proposers after Contract award. The proposal bond of the selected Contractors shall remain in full force and effect until receipt of the performance bond and execution of the Contract.

Performance Bond: Selected Contractors shall execute and furnish to DCPS a bond, and only one bond, **issued by the same surety company that issued the proposal bond.** Performance bond shall be for an amount of **$150,000 or 20% of annual contract amount, whichever is greater** and it is required that the bond remain continuously in effect and renewal bonds be provided at least 30 days prior to the expiration of the existing bond. Such bond shall be submitted within 5 business days after execution of the Contract with selected Contractors.

3.0 EX PARTE COMMUNICATION:

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with District personnel involved with or related to the RFP, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Respondents' proposal.

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with Board members is also prohibited and will result in the

disqualification of the Respondent.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective Respondent are necessary for, and solely related to, the ordinary course of business concerning the District's existing contract(s) for the materials or services addressed in this RFP (but in no event shall any existing vendor intending to submit a proposal initiate communications to any member(s) of the School Board of Duval County, Florida; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

4.0 **PREPARATION AND SUBMISSION REQUIREMENTS:**

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

4.2 **All proposals must be received no later than 2:00 p.m. (EDT), on April 18, 2019.** Official time for the purpose of RFP opening will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville. If a proposal is transmitted by US Mail or other delivery medium, the Proposers(s) will be responsible for its timely delivery **to Purchasing Services, 1701 Prudential Drive, Jacksonville FL 32207.** Any proposal received after the stated time and date or at other location will not be considered.

4.3 **One manually signed original, two (2) photocopies of original, and seven (7) copies on USB Flash Drive. (7 USB Flash Drives to be submitted)** of the complete proposal must be sealed and clearly labeled **"REQUEST FOR PROPOSAL: Heating, Ventilation and Air Conditioning (HVAC) Services"** on the outside of the package. The legal name, address, Proposers' contact person, and telephone number must also be clearly annotated on the outside of the package.

The manually signed original shall be marked as "ORIGINAL". Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

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

Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are **unacceptable**.

NOTE: It is the sole responsibility of each respondent to assure all proposal copies are EXACT duplicates of the original proposal. USB Flash Drives will be utilized by the Evaluation Committee for the purpose of evaluation of proposals.

Any information contained in the original proposal which has not been transferred to the USB Flash Drive or photocopies will NOT be considered. The original document will be used solely for official record keeping purposes.

4.4 Potential Proposers shall not contact, by written or verbal communication, any District employee for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions or modifications to information contained in the RFP document will be presented to all potential Proposers by means of a written addendum, if necessary.

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. Any questions or requests for clarification regarding this RFP shall be submitted to Terrence Wright, Purchasing Services in writing via e-mail at wrightt@duvalschools.org. The deadline for such questions or requests will be 4:00 p.m., EDT on Thursday, April 4th, **unless otherwise extended in writing by the District.** Questions or requests for clarification received after the deadline will NOT be addressed. Note that Proposers are requested to submit questions regarding this RFP for the District's clarification via issued Addenda, instead of Proposer's taking exceptions to any terms or conditions of this RFP within the submitted proposal.

4.5 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 one hundred twenty (120) days, to provide the District ample time to award the Contract for the services specified in the proposal and this RFP. Concurrent with the delivery of the Proposer's proposal, the Proposer shall also irrevocably deliver a completed and properly signed **Attachment A**. Upon completion of the award process and within three (3) business days of the School Board's completion of the award process at its duly called meeting the required insurance certificate must be delivered. (see Section 16.0 of this RFP).

5.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposers(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.

Submission of a proposal shall constitute acknowledgement by the Proposers that it is familiar with all conditions. The failure to familiarize itself with the sites shall in no way relieve him or her from any obligations with respect to the proposal.

6.0 TIME SCHEDULE:

The District will attempt to adhere to the following time schedule:
Friday, March 22, 2019, RFP Release
Thursday, April 4, 2019, at 4:00 p.m. (EDT) Deadline for Questions
Thursday, April 18, 2019, at 2:00 p.m. (EDT) Proposal Opening
Thursday, April 25, 2019, Committee Evaluation
Wednesday, May 8, 2019, Presentations (if deemed necessary)
June, 2019 Board Award

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

The District reserves the right to schedule Mandatory pre-proposal conference(s) as necessary to encourage competition and serve to advance the best interests of the District.

7.0 DISTRICT'S RIGHTS AND RESERVATIONS:

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

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

C. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

E. 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.

F. 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 discontinue negotiations and to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

G. The District reserves the right to require presentations/interviews with the highest ranked respondents. If presentations/interviews are deemed necessary, the District will notify the affected respondents by email not later than seven business days prior to their respective

8.0 RESPONSE FORMAT, MINIMUM ELIGIBILITY REQUIREMENTS, AND EVALUATION CRITERIA:

Tab	Required Response Format
	Executive Summary/Cover Letter and Addendum Acknowledgement
1	**Qualifying Documents and Federal Forms – Proposal Bond, Proof of Licenses, Proof of Insurance, Federal Regulatory Compliance Statement, Drug Free Workplace, Certification Regarding Debarment, Non-collusion Affidavit.**
2	**Attachment A – RFP Required Response Form**
3	**Attachment B – Price Proposal**
4	**Attachment C – OEO Compliance Documents**
5	**Response Narratives** • **Qualifications and Experience of Company Narrative** • **Qualifications and Experience of Staff Narrative** • **Work Plan Narrative** • **Cost Narrative** • **References Narrative** • **Financial Responsibility Narrative** • **OEO Narrative**
6	**Company's Response Appendices**

Minimum Eligibility Documents (Tab 1) – In order to be considered for evaluation, Company shall demonstrate sufficient capacity and resources to provide complete, professional HVAC services needed by DCPS. To establish eligibility, Company shall provide the following documents along with all required federal forms provided in Attachment D with their proposal in Tab 1, which DCPS will review prior to evaluating proposals. Companies that are unable to meet the following minimum requirements shall be deemed non-responsive. Companies that meet these minimum requirements and that submit a response using the specified format will be considered.

A. Proof of Contractor's current licenses required by City of Jacksonville, State of Florida and other regulatory agencies to provide the services described in this RFP (including proposed subcontractors), as well as a Class A Air Conditioning or Mechanical Contractor license. Must maintain licenses for contract duration.
B. ACORD forms indicating the specified insurance coverages and amounts currently in place. Or, Company may provide a letter on company letterhead stating they will comply with all insurance requirements, if awarded the contract.
C. Specifed bonds.

Tabs 2-4: See Above

Narratives (Tab 5)

Qualifications and Experience – Company: **(10 points)** Points earned in this category will be assigned to all Groups and become a part of the total for each Group. Describe the correlation between **Company's** experience & qualifications and the RFP requirements. Narrative, at minimum shall include:

i. Organizational chart that clearly shows the relationship with the local office that will provide services for this contract and any corporate affiliation
ii. Experience & qualifications for the proposed local team AND the corporate team (if applicable)
iii. Background of Company's history, experience, business philosophy and qualifications
iv. Description of Company's partnerships with HVAC equipment manufacturers
v. Description of Company's unique qualifications and offerings regarding other facility related services that may be of benefit to DCPS
vi. Description of all material lawsuits that are threatened or pending/filed against the Company over the last five years and the disposition or status of each. (For this RFP, "material" is defined as a claim equaling or exceeding $100,000 AND involving work within the State of Florida).
vii. Provide a list of service contracts similar to the scope of this RFP, i.e., full service HVAC/EMCS for large government entities, multi-site facility locations, etc. that the Company's local office currently has under contract. (Customer names may be redacted if needed.) List all service contracts entered into by the Company's local office that have been terminated, cancelled or not renewed for any reason within the past two years. Provide reasons for termination, cancellation or nonrenewal. Provide name, title, telephone number and email address for each client's contact person who is familiar with the contract.
viii. List any disciplinary actions taken against license holder by any regulatory agency for the past 10 years.

Qualifications and Experience – Staff: **(25 points)** Points earned in this category will be assigned independently for each Group based on services needed for each Group. Describe the correlation between **Company's staff's** experience & qualifications and the RFP requirements. Contractor shall explain how staffing plan would change based on various combinations of potential awards, i.e., winning one Group versus winning multiple Groups. Narrative, at minimum shall include:

i. Organizational chart indicating the Company's proposed designated DCPS team members and whether or not these team members would also have responsibilities with non-DCPS accounts. By indicating that individuals are designated to the Company's DCPS team, the Company is making a commitment that, barring unforeseen circumstances, these individuals will be assigned to the DCPS team upon contract award. **Company shall identify one specific individual who will serve as DCPS's day-to-day point of contact.**

ii. Experience and qualifications for Company's Contract Manager, Project Manager, Account Representative, mechanics, electricians, electronics technicians, other field personnel, etc. Include name, title, role for this service contract, years in the industry, years providing the specific services, years employed by the Company, relevant training, educational background, certifications, licensing, etc.

iii. The skillset of service personnel is unique and different from the skillset of installation personnel. Company shall provide a list of **existing service journeymen, apprentices, technicians** (do not include installation personnel) ready to respond during high call volume periods such as school start up, severe weather, etc.

Work Plan and Approach to Services: **(25 points)** Points earned in this category will be assigned independently for each Group based on services needed for each Group. Describe the correlation between Company's work plan & approach and the RFP requirements. Contractor should clearly explain how the work plan and approach would change based on various combinations of potential awards, i.e., winning one Group versus winning multiple Groups. Narrative, at minimum shall include:

i. Specific actions that will be implemented to effectively perform the specified work.

ii. Quality control and quality assurance activities that will be used to ensure specified services are delivered in a safe and effective manner.

iii. Safety policies and procedures and any applicable safety rating that the Contractor maintains.

iv. Plan for handling service calls 24 hours per day, 7 days per week.

v. How Contractor intends to use journeyman-level mechanics versus apprentice-level or helpers.

vi. How Contractor intends to retain sufficient qualified personnel.

vii. Approach to acquiring materials, additional manpower, security, employee uniforms, subcontractor uniforms, badges, vehicles, subcontractor plan, etc.

viii. Experience working with DCPS's water treatment provider. (Contractor shall subcontract all water treatment services to Premier Water and Energy. See Exhibit 3 for Water Treatment Cost.)

ix. Plan to augment resources when needed. Include unique offerings to maintain adequate levels of resources.

x. Plan to accomplish the specified requirements related to workorder management.

xi. Understanding of DCPS's critical needs, special requirements and complications that make working for DCPS a challenge and Company's plan to meet those challenges.

xii. Communication plan, such as, how various management levels will communicate with DCPS.

xiii. Process for service call tracking. Describe services that will be provided by Company's personnel other than those working in the local office (if applicable).

xiv. Sample reports including Maintenance Metrics, Contractor Checklist/Schedule, Value Report Cards, Vibration and Oil Diagnostics, etc.

xv. Indicate areas where the proposal does not fully comply with the RFP requirements.

xvi. Indicate any areas where the proposal exceeds the RFP requirements and explain the advantages to DCPS.

xvii. Explain any distinguishing attributes. Attributes may be beyond the RFP scope if the Company deems they would provide value to DCPS. If Company elects not to offer any distinguishing attributes, state in this section's response "There is no additional information to present."

xviii. Describe plans to accomplish preventive maintenance, gas-related services, plumbing related

services, EMCS maintenance and repairs, and other specified services. Include table shown below in Contractor's response indicating subcontractors that the Contractor intends to use to ensure that Contractor's Team is positioned to handle ALL specified services.

Team Members	**Scope**	**Goods and/or Services to be provided; subcontract or hire as needed.**
Premier Water & Energy	Water Treatment	Open and closed loop water treatment products and services; subcontract
	EMCS	
	Plumbing	
	Gas	
	Engineering	
	Electrical	
	General Contracting	
	Insulation Contracting	
	HVAC PM	

Cost: **(25 points)** Points earned in this category will be assigned independently for each Group. Costs shall include all expenses associated with the specified service program, including but not limited to labor, materials, tools, equipment, general expenses, delivery charges, waste disposal, administrative/management costs, and all other direct or indirect costs. Identify unit prices and extended prices on Attachment B, Price Proposal Form. Each extended price must equal **exactly** the unit price multiplied by the specified quantity. **Annual AND monthly prices for whole school service must be in whole dollars.** Extended prices will be used to score this section.

The Company submitting the lowest price for each Group as defined in Attachment B, Price Proposal Form will receive the maximum possible points. All other Companies will receive points in proportion to the lowest price as indicated in the table below.

Example:

Ranking	**Price**	**Points Earned**	
Company A	$100,000	25	
Company B	$125,000	20	(100,000/125,000) = .8; 25 x .8 = 20
Company C	$150,000	16.75	(100,000/150,000) = .67; 25 x .67 = 16.75
Company D	$175,000	14.25	(100,000/175,000) = .57; 25 x .57 = 14.25
Company E	$200,000	12.5	(100,000/200,000) = .5; 25 x .5 = 12.5
Company F	$300,000	8.25	(100,000/300,000) = .33; 25 x .33 = 8.25
Company G	$400,000	6.25	(100,000/400,000) = .25; 25 x .25 = 6.25

DCPS believes there is an operational advantage to selecting multiple companies to accomplish this work. Therefore, if a Company earns the highest score for more than one Group, DCPS reserves the right to negotiate with the next ranked firms other than the highest scorer for any Group at DCPS's sole discretion.

References: **(5 points)** Points earned in this category will be assigned to all Groups and become a part of the total for each Group. Contractor shall provide five (5) References that best demonstrate the Company's ability to execute the services described in this RFP. Include names, titiles, phone numbers and valid email addresses. Provide a brief outline of each contract with information regarding services performed and any other information deemed relevant.

Financial Responsibility: **(5 points)** Points earned in this category will be assigned to all Groups and become a part of the total for each Group. Submit audited or reviewed financial statements for the Company (in U.S. Dollars) for the last two fiscal years of operation.

If submitting audited financial statements, the following shall be included for each year:

Balance sheet;
Statement of cash flow;
Income statement;
Independent auditor's opinion letter;
Notes to the financial statement

If submitting reviewed financial statements, the following shall be included for each year:

Balance sheet;
Income statement;
CPA review letter giving limited assurance

OFFICE OF ECONOMIC OPPORTUNITY (OEO) ENCOURAGEMENT PLAN: **(5 points)** Points earned in this category will be assigned to all Groups and become a part of the total for each Group. Companies certified with DCPS at the time of submittal must provide proof of current certification in order to meet the participation requirements. Companies not meeting the certification requirements shall provide the following:

A. Description of Company's program (if any).
B. Documentation of previous experience doing business with minority businesses.
C. Documentation of experience in submitting with organizations that have a program. Indicate the agency name, established & achieved goal, along with the contact names and numbers for verification.
D. Approach to achieving the established goal of 5% participation. Explanation should include, but not be limited to, identifying targeted areas of participation along with a listing of company names with which Contractor expects to do business.

PRESENTATION (conducted at DCPS discretion): **(20 points)** Top ranked Companies may be invited to provide presentations for an opportunity to earn additional points. Points earned in this category will be assigned independently for each Group based on services needed for each Group. Points will be added to points previously earned for each Group to determine overall scores.

9.0 PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. The Proposer's complete response will be reviewed and evaluated by the Evaluation Committee.

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.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers make oral presentations.

Proposers are advised to provide their respective best offer with the initial proposal because the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation. The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate revisions to or removal of unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Proposers cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Proposers and to negotiate and execute a Contract with the next-ranked Proposers. Note section 4.4 above, where Proposers are requested to submit questions during the addendum process instead of taking exceptions within the proposal to the terms and conditions in this RFP.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

A recommendation agenda item will be submitted to the Superintendent of Schools, Duval County, Florida. The Superintendent will then recommend to the School Board the award or rejection of any and/or all proposal(s). The School Board will then award or reject any or all proposal(s).

10.0 REPLACEMENT OF CONTACTOR STAFF:

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement management personnel may be required to be submitted to the District for review.

11.0 CANCELLATION OF AWARD/TERMINATION:

11.1 Cause:

In the event the Contractor, either willfully or unintentionally violates any of the provisions of the Contract, the Superintendent or designee shall give written notice stating the deficiencies.

The Contractor shall provide to the District its action plan within two (2) business days after the District's notification, and the Contractor shall have ten (10) business days after the District's initial notice to complete the cure set forth in its action plan.

11.2 Convenience:

The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving no less than sixty (60) calendar days prior written notice.

If said Contract should be terminated for convenience as provided herein, the District shall be relieved of all obligations under said Contract. Access to any and all work papers will be provided to the District after the termination of the Contract.

The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District's payments to the Contractor forms the consideration for the District's termination for convenience not being available to Contractor. In the event of the District's termination of the Contract, the District (in its sole election) may also require the Contractor to provide the transition assistance as set forth in Section 11.6 of this RFP.

11.3 Breach of contract resulting in termination of the Contractor for cause may result in the Contractor being debarred from future solicitations pursuant to School Board Policy 7.70.

11.4 FORCE MAJEURE: Whenever the Contractor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the Contractor to promptly send written notice to the District's Director of Purchasing Services, as to the extent of this disruption and its probable effect upon this Contract. If, in the opinion of the District, the disruption presented is commensurate with the conditions established herein, the District may elect to modify delivery/service timelines, renegotiate the Contract in whole or in part, or cancel all or any portion of the Contract. The Contractor will be given written notification of all decisions made. The decision of the District shall be final, and the District's objective will be a solution that is mutually beneficial.

11.5 Notwithstanding anything to the contrary herein, each payment obligation of the District created by the Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of services. If such funds are not allocated and available, the Contract may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

11.6 In order to provide transition assistance to the District in the event that the Contract is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus five (5) additional calendar months on a month-by-month basis at the District's sole and unilateral election) on the same terms and conditions set forth in the Contract (the "Transition Assistance"). The provisions of this section will not apply if the Contract is terminated by the Contractor based on an uncured event of default by the District.

12.0 <u>DEFAULT</u>:

In the event that the Contractor breaches the Contract, the District reserves the right to seek any and all remedies in law and/or in equity.

13.0 LEGAL REQUIREMENTS:

13.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility.

13.2 The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or Subcontractor. Accordingly, Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Contract on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Contract.

13.3 Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

13.4 JESSICA LUNSFORD ACT:

The Contractor shall comply with and be responsible for all costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Sections 1012.32, 1012.465 and 1012.467 Florida Statutes and any other applicable Section(s).

In 2013, the Florida Legislature amended Section 1012.467 F.S. to create a requirement for a uniform, statewide identification badge to be worn at all times by non-instructional Contractors when on school grounds. The cost of the badge may not exceed ten dollars ($10.00) per badge, per employee. After the implementation of the initial badge, Contractors shall replace the badges concurrently with the re-fingerprinting of employees. The associated cost of the uniform, statewide badge shall be the responsibility of the Contractor. The Contractor shall report any arrest for a disqualifying offense within forty-eight (48) hours of the arrest. Failure of the Contractor / Contractor's employee to report an arrest for any disqualifying offense within 48 hours is a felony of the third degree punishable as provided in Section 775.082 or Section 775.083 F.S

13.5 Other Legal Requirements. All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.

13.6 Representations and Warranties.

13.6.1 The Contractor warrants that it is a duly formed business entity duly organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Contract in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Contract whether or not such specified in the Contract and Exhibits. The Contractor further warrants that the execution and delivery of the Contract and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

13.6.2 The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time.

13.6.3 Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance

13.6.4 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

13.6.5 Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

13.7 Miscellaneous. The Contract to be awarded pursuant to this RFP shall be further governed by the following:

13.7.1 This RFP and any Contract resulting therefrom shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

13.7.2 The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

13.7.3 Except for the provisions requiring Contractor to pay the District's reasonable attorneys' fees and costs for any matter arising under Section 17 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys' fees and costs.

13.7.4 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

13.7.5 Nothing herein shall be deemed that the District alters, limits, waives, or expands the provisions and limitations of section 768.28, Florida Statutes. Except as otherwise provided by Florida Law, neither the execution of the Contract by the District nor any other conduct, action or inaction of any District representative relating to the Contract is a waiver of sovereign immunity by the District.

13.7.6 The Contract may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

13.7.7 The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

13.7.8 The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

13.7.9 The Contract is entered into solely between, and may be enforced only by, the District and the Contractor, and the Contract shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.

13.7.10 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

13.7.11 The provisions in this RFP and all contract documents, which by their nature are intended to survive the expiration, cancellation or termination of the Contract, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Contract.

13.7.12 All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

13.7.13 Time shall be of the essence as to all provisions of the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

13.7.14 Every notice, approval, consent or other communication authorized or required by the Contract awarded pursuant to this RFP shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below, or directed to the Contractor as established promptly after the award of the Contract pursuant to this RFP. Either party may change the address by written notice to the other party from time to time in accordance herewith

If to District:
School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Superintendent

With copy to:
Office of Legal Services
Attn: Chief
1701 Prudential Drive
Jacksonville, FL 32207
Phone: (904) 390-2111

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Contract, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services.

13.7.15 Gratuities and Kickbacks. Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the District, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Contract. For the breach or violation of these provisions, the District shall have the right to terminate the Contract without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

13.7.16 In the event of any conflict among the documents, the order of priority of the contract documents shall be as follows:

First, to any executed Contract resulting from the award of this RFP;
Second, Addenda (if any) released for this RFP, with the latest Addendum taking precedence;
Third, the RFP, and
Last, the awardee's Proposal.

13.7.17 The District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Any Penalty for delay in payment shall be in accordance with applicable law. No payment shall be made for travel.

Each payment obligation of the District created by the agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

14.0 FEDERAL AND STATE TAX:

Employment taxes: The Contractor shall comply with all matters relating to the timely payment of all taxes (Federal, State and local) and payroll taxes, unemployment taxes or contributions or other Federal or State employment taxes. The Contractor shall indemnify, defend, and hold District harmless from any liability for any required tax responsibilities.

Tangible taxes: The District is exempt from Federal and State taxes for tangible personal property. The Contractor's doing business with the District shall not exempt Contractor from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor shall Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

15.0 CONFLICT OF INTEREST:

15.1 Pursuant to the District's Policy, all proposers and Contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the proposer or contractor in any capacity related to procurement of services under this RFP, and who within the last two (2) years, have been or are employees of the District. And all proposers and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District's employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates they held those positions. By its signature of the Agreement, the Contractor shall certify to the District that there are no names to disclose to the District pursuant to this section, unless Contractor provided the names when Contractor Submitted its response to the RFP.

15.2 Non-Collusion Statement / Public Domain

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

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

16.0 INSURANCE REQUIREMENTS:

A. Without limiting any of the other obligations or liabilities of the vendor/contractor, the vendor/contractor shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement.

1. **Workers' Compensation/Employers Liability:** The Workers' Compensation and Employers' Liability insurance provided by the vendor/contractor shall conform to the requirements set forth herein.

   a. The vendor/contractor insurance, or self-insurance, shall cover the vendor/contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage shall be included for the Federal Employers' Liability Act and any other applicable federal or state law.

   b. The policy must be endorsed to waive, or for self-insurance the Contractor hereby agrees to waive, the insurer's right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

   c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	Each Accident
$1,000,000	Disease - Each Employee
$1,000,000	Disease - Policy Limit

   d. The vendor/contractor may be relived of providing Workers' Compensation coverage provided an exemption form is submitted from the State of Florida

Division of Workers Compensation stating the vendor/contractor is exempt from the insurance requirement under F.S. 440.

2. **Commercial General Liability.** The Commercial General Liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

   a. The vendor/contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

      1) The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.
      2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

   b. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

   c. The vendor/contractor shall include the School Board of Duval County, Florida, and its members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

   d. The vendor/contractor shall pay on behalf of the School Board of Duval County, Florida, or its member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the School Board of Duval County, Florida, or its member, official, officer or employee for which the School Board of Duval County, Florida or its member, official, officer or employee is insured as an additional insured.

3. **Business Auto Liability.** The automobile liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

a. The vendor/contractor's insurance shall cover the vendor/contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

b. The School Board of Duval County, Florida, and its members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. **EVIDENCE OF INSURANCE.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement. The vendor/contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the vendor/contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the School Board of Duval County, Florida, identify this Agreement, and provide that the underwriter shall endeavor that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the vendor/contractor shall furnish the District with:

a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the School Board of Duval County, Florida and its members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.

b. An original copy of the policy (or policies) upon reasonable request by the District.

3. Until such time as the insurance is no longer required to be maintained by the vendor/contractor as set forth in this Agreement, the vendor/contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the vendor/contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The vendor/contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. **INSURERS QUALIFICATIONS/REQUIREMENTS:**

1. Insurers providing the insurance required by this Agreement for the vendor/contractor must either be:

   a. Authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or

   b. An eligible surplus lines insurer under Florida Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the vendor/contractor has knowledge of any such failure; the vendor/contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the vendor/contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the vendor/contractor shall be in default of this Agreement.

4. **Primary and Non-Contributory.** The insurance provided by the vendor/contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the School Board of Duval County, Florida, and its member, official, officer or employee.

5. **Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the, vendor/contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the School Board of Duval County, Florida, or its members, officials, officers or

employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

D. **District Approval**: Neither approval by the District nor failure to disapprove the insurance furnished by the vendor/contractor shall relieve the vendor/contractor of the vendor/contractor's full responsibility to provide the insurance as required by this agreement.

17.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT:

17.1 The Contractor shall, in addition to any other obligation to indemnify the School Board of Duval County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, 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, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

17.2 Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If contractor 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 or costs arising from the use of such design, device or materials in any way involved in the work. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark of (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

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

17.4 Except as may otherwise be expressly set forth herein, each party shall be responsible to pay its own attorney's fees (including paralegal and any other fees) and all costs arising from disputes under the contract.

17.5 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida.

17.6 This article will survive the termination of the Contract.

18.0 PUBLIC RECORDS LAW:

Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER TO BE PROVIDED PURSUANT TO SECTION 13.7.14 ABOVE.

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 119, Florida Statutes.

19.0 PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the District. Some examples may include –but are not limited to: Florida incorporation requirements; business licensing at the State level as well as the City of Jacksonville (Duval County); EPA hazardous material management certification requirements for facilities; vehicle registration and licensing.

20.0 PUBLIC ENTITY CRIMES:

20.1 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/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/Proposals 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

20.2 The Proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Contract.

21.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

21.1 The Contract or agreement is personal to the parties herein and may not be assigned, in whole, or by merger or reorganization by the Contractor without prior written consent of the District in its sole discretion which shall not be unreasonably withheld. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal, or its subsidiaries, affiliates, or designees.

Notwithstanding the above, should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors then the Contractor shall ensure that each subcontractor complies with all provisions of the agreement, and notwithstanding anything to the contrary, the Contractor shall remain liable for the acts and omission of such subcontractor(s) and the proper performance and delivery of the Services.

21.2 The Contractor herein shall not assign payments under the Contract or agreement without the prior written consent of the District.

22.0 AGREEMENT:

A contract, which shall include the terms and conditions set forth in this RFP, may be released, after award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Contractor and the District.

23.0 DISPUTE:

A. Any Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support (formerly known as Associate Superintendent of Business Services), or designee (hereinafter "Hearing Officer") immediately, but no later than two (2) working days after RFP opening or after recommendation of award [or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement.

The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. (EDT) on the fourth (4th) calendar day immediately following the RFP opening or receipt of notice of intent to award recommendation as is appropriate.

If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. (EDT) on the next District work day. Protests shall be presented with specificity, and every issue shall be fully documented.

B. The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

C. The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

D. All Proposers shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

E. The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

F. The Hearing Officer shall issue his/her decision on or before five (5) working days of the completion of the protest hearing.

G. The Hearing Officer's decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

H. The District does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any Proposers utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.

I. Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained

by the proposer but no later than 10 days prior to the date of bid opening or proposal due date.

24.0 DISCLAIMER:

Except as expressly set forth in this RFP, all figures presented herein (i.e. square footage, times, rates, and quantities) are for evaluative purposes only and are not deemed to be a direction to Proposers, nor a representation/warranty by the District.

25.0 OFFICE OF ECONOMIC OPPORTUNITY (OEO) ENCOURAGEMENT:

The District encourages a maximum participation of SBEs and M/WBEs in its contract awards, based upon availability. The District ensures that private companies doing business with the District are not discriminated against in the award of contracts for construction projects, procurement of goods and services, and professional services on the basis of race, color, sex or national origin.

The awarded Contractor shall submit to the Office of Economic Opportunity a *Quarterly OEO Utilization Report* stating the quarterly activity with certified SBEs and MBEs. The report shall include the name of the company(s), the product(s) or service(s) purchased and the amount. If there is no activity to report for the quarter, the Company shall submit a Good Faith Efforts Statement.

ATTACHMENT B
HVAC SERVICES PRICE PROPOSAL FORM

Group A

All items within this group must be bid. If an item in the group is not bid then the bid for the group will be considered non-responsive. In case of error in extension of prices, the unit price shall govern.

Item #	Price to provide all services described as Base Contract Scope.	$/Month (use whole numbers)	$/Month x 12 = $/Year
A1	Marine Science Center #32	$	$
A2	Fletcher MS #63	$	$
A3	Atlantic Beach ES #65	$	$
A4	San Pablo ES #80	$	$
A5	JA Axson ES #141	$	$
A6	Jacksonville Beach ES #144	$	$
A7	Waterleaf ES #160	$	$
A8	Fletcher HS #223	$	$
A9	Seabreeze ES #225	$	$
A10	Mayport ES #227	$	$
A11	Kernan Trail ES #231	$	$
A12	Sabal Palm ES #239	$	$
A13	Neptune Beach ES #246	$	$
A14	Joseph Finegan ES #247	$	$
A15	Mayport MS #254	$	$
A16	Landmark MS #256	$	$
A17	Alimacani ES #257	$	$
A18	Abess Park ES #263	$	$
A19	Chets Creek ES #264	$	$
A20	Kernan MS #279	$	$
TGA	**Total Group A**	$	$

ATTACHMENT B
HVAC SERVICES PRICE PROPOSAL FORM

Group B

All items within this group must be bid. If an item in the group is not bid then the bid for the group will be considered non-responsive. In case of error in extension of prices, the unit price shall govern.

Item #	Price to provide all services described as Base Contract Scope.	$/Month (Use whole numbers)	$/Month x 12 = $/Year
B1	Landon MS #31	$	$
B2	HS Glen ES #64	$	$
B3	Hendricks Ave ES #71	$	$
B4	Spring Park ES #72	$	$
B5	Southside Estates ES #76	$	$
B6	Love Grove ES #82	$	$
B7	San Jose ES #83	$	$
B8	Englewood ES #87	$	$
B9	Englewood HS #90	$	$
B10	Windy Hill ES #94	$	$
B11	DASOTA HS #107	$	$
B12	Pine Forest ES #159	$	$
B13	Brookview ES #206	$	$
B14	Holiday Hill ES #209	$	$
B15	Southside MS #211 & Resource Center #275	$	$
B16	Greenfield #222	$	$
B17	Sandalwood #237	$	$
B18	Alden Road ESE #252	$	$
B19	Administration #3001	$	$
B20	Team/Schultz #3002	$	$
B21	Woodland Acres ES #89	$	$
B22	Lone Star ES #233	$	$
TGB	**Total Group B**	$	$

ATTACHMENT B
HVAC SERVICES PRICE PROPOSAL FORM

Group C

All items within this group must be bid. If an item in the group is not bid then the bid for the group will be considered non-responsive. In case of error in extension of prices, the unit price shall govern.

Item #	Price to provide all services described as Base Contract Scope.	$/Month (Use whole numbers)	$/Month x 12 = $/Year
C1	Loretto ES #30	$	$
C2	Phillips Warehouse #52	$	$
C3	DuPont MS #66	$	$
C4	Bartram Springs ES #161	$	$
C5	Kings Trail ES #231	$	$
C6	Wolfson HS #224 & Admin (old JSO)	$	$
C8	Beauclerc ES #230	$	$
C9	Crown Point ES #245	$	$
C10	Greenland Pines ES #249	$	$
C11	Twin Lakes ES #251	$	$
C12	Twin Lakes MS #253	$	$
C13	Mandarin Oaks ES #258	$	$
C14	Mandarin MS #259	$	$
C15	Mandarin HS #260	$	$
C16	Atlantic Coast HS #268	$	$
TGC	**Total Group C**	$	$

ATTACHMENT B
HVAC SERVICES PRICE PROPOSAL FORM

Group D

All items within this group must be bid. If an item in the group is not bid then the bid for the group will be considered non-responsive. In case of error in extension of prices, the unit price shall govern.

Item #	Price to provide all services described as Base Contract Scope.	$/Month (Use whole numbers)	$/Month x 12 = $/Year
D1	Baldwin MHS #38	$	$
D2	MA Jones ES #236	$	$
TGD	**Total Group D**	$	$

ATTACHMENT B
HVAC SERVICES PRICE PROPOSAL FORM

Prices for Equipment Service

(Used to add or delete equipment from Base Contract; will NOT be used to establish pricing for full school additions or deletions.)

All items within this group must be bid. If an item in the group is not bid then the bid for the group will be considered non-responsive. In case of error in extension of prices, the unit price shall govern.

Item #	Annual price to add equipment to Contract (includes all specified services.)	Unit Price	Qty	Extended Price
1	DX unit <= 5 tons, including minisplits, window units, wall hung units, split systems, rooftop, PTACs, VRV/VRF cassettes, etc.	$	10	$
2	Split Systems, VRV/VRF condensing units > 5 tons	$	1	$
3	Rooftop units > 5 tons	$	1	$
4	AHUs > or = 10 HP; central AHUs, outdoor air units, etc.	$	2	$
5	Small single classroom AHUs (less than 10 HP)	$	10	$
6	VAV boxes, fan terminal units	$	10	$
7	Fan coil units, unit ventilators	$	5	$
8	Pumps < 10 hp	$	2	$
9	Pumps > or = 10 hp	$	1	$
10	Cooling tower cells	$	1	$
11	Boilers (all sizes)	$	1	$
12	Air cooled chillers (all tonnages)	$	1	$
13	Water cooled chillers (all tonnages)	$	1	$
14	EMCS (new EMCS only, does not apply to EMCS upgrades/replacements)	$	5	$
TES	**Total for Equipment Services**			$

ATTACHMENT B
HVAC SERVICES PRICE PROPOSAL FORM

Prices for Work Outside of Base Contract

Fill in all grey boxes. **If any grey boxes are left blank, bid will be considered unresponsive**. Unit prices for line items listed below will be considered the maximum rates allowed for each line item. Typically, multiple quantities of multiple line items will be required to make up a turnkey project. When asked to submit proposals for projects, Contractor is encouraged to quote rates lower than these bid rates in order to provide cost effective solutions for DCPS. Applicable Florida purchasing statues shall be followed for all purchases.

Item #	Pricing for Task Orders and Projects	Unit Price	Qty	Extended Price
	Maximum hourly sell price – No additional charges will be allowed for transit time or costs, administration, management, overhead, profit, etc.			
	Contractor's in-house personnel rates. (Do not insert NA or leave blank.)			
15	HVAC helper/apprentice level.....	$	500	$
16	HVAC Journeyman level mechanic.....	$	1000	$
17	Contactor's Site Supervisor	$	200	$
18	Contractor's Project Manager	$	100	$
	Contractor's in-house personnel rates if applicable. If Contractor does not have in-house resources for these labor categories, then insert NA. (Do not leave blank!)			
19	Electrician helper/apprentice level.....	$	NA	NA
20	Electrician Journeyman level	$	NA	NA
21	EMCS Programmer/Applications Engineer	$	NA	NA
22	EMCS Installation Technician	$	NA	NA
23	EMCS Start-up/Service Technican	$	NA	NA
24	FL Registered Mechanical/Electrical Professional Engineer	$	NA	NA
25	Engineering Technician	$	NA	NA
26	Labor overhead and profit ..... Price for Contractor's in-house personnel not listed above but needed to perform certain additional services. Overhead and profit shall be added to direct labor costs (without fringe benefits) to determine total labor sell price. **Example**: employee's direct labor cost/hr X **bid multiplier** = sell price/hr $30/hr X 3 = $90/hr	Bid multiplier	$2,000	$
27	Material and equipment overhead and profit ..... Overhead and profit shall be added to direct material/equipment costs (direct costs may include shipping and sales taxes, if applicable) to determine to sell price. **Example**: third-party direct material/equip cost X **bid multiplier** = material sell price $10,000 X 1.1 = $11,000	Bid multiplier	$200,000	$
28	Subcontractor overhead and profit ..... Subcontractor overhead and profit shall be added to any subcontracted costs to determine total sell price. Subcontractors may include rigging, electrical, EMCS, sheet metal, insulation, engineering services, etc. **Example**: subcontractor cost X **bid multiplier** = subcontractor sell price $10,000 X 1.1 = $11,000	Bid multiplier	$500,000	$
TTOAP	**Total – Task Orders and Projects**			$
	For Evaluation of Group A Price Section: TGA + TES + TTOAP =			$
	For Evaluation of Group B Price Section: TGB + TES + TTOAP =			$
	For Evaluation of Group C Price Section: TGC + TES + TTOAP =			$
	For Evaluation of Group D Price Section: TGD + TES + TTOAP =			$

CONTRACTOR NAME: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ **DATE:** _____

Alteration of this document in any way may render the respondent's proposal invalid

ATTACHMENT C

OFFICE OF ECONOMIC OPPORTUNITY PROPOSED SCHEDULE OF PARTICIPATION

NOTICE OF NONDISCRIMINATION

The Duval County Public Schools (DCPS) encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based upon availability. The Board ensures that Duval County Public Schools and private companies doing business with the DCPS do not discriminate in the awarding of DCPS contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex, or national origin.

SMALL BUSINESS ENTERPRISE PROGRAM AND
THE MINORITY/WOMEN BUSINESS PROGRAM

It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

This contract will be administered under the **ENCOURAGEMENT METHOD**; in this regard, the proposer shall take all necessary and reasonable steps to ensure that certified SBEs and M/WBEs have an equitable opportunity to compete and perform on this contract. Only firms certified by DCPS's Office of Economic Opportunity (OEO) may be counted towards the proposer's goal achievement. For a listing of certified SBEs and M/WBEs, proposers may contact:

- Duval County Public Schools, Office of Economic Opportunity at (904) 858-4860 or visit www.duvalschools.org/oeo

Please be advised that the awarded contractor will be responsible for submitting a quarterly OEO utilization report or a quarterly "Good Faith Efforts" statement to the Office of Economic Opportunity.

I declare that I have read the forgoing conditions, and instructions as revealed in the OEO requirements, and will comply herein.

Name of Firm:_____

Signature:_____ Title:_____

Print Name:_____ Date:_____

Program Contact:_____ Phone: _____

E-Mail: _____

Submit this form with your proposal.

ATTACHMENT D
COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

---

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit
7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

Contractor: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

ATTACHMENT D
COMPOSITE FEDERAL FORMS

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_____
Contractor's SIGNATURE/DATE

_____
NAME/TITLE

Name of Company: _____

ATTACHMENT D
COMPOSITE FEDERAL FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

_____
Contractor's SIGNATURE

_____
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: _____

ATTACHMENT D
COMPOSITE FEDERAL FORMS

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

ATTACHMENT D
COMPOSITE FEDERAL FORMS

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the _____ of _____, a _____, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) _____, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

_____

_____

_____

I attest that _____, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

_____

(Signature) (Date)

EXHIBIT 1
Equipment Inventory

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EXHIBIT 2
TECHNICAL SERVICES

Services Included in Base Contract:

- Provide specified services for all equipment listed in Exhibit 1 Equipment Inventory and ancillary devices (regardless of condition indicated in Condition Assessment Report.) Equipment indicated as needing replacement on the Condition Assessment Report will be given a high priority for replacement by DCPS. Replacement will ultimately be based on availability of funds and other district priorities.

- Damage caused by corrosion is covered under the Base Contract scope. Contractor is expected to identify the start of corrosion and mitigate during inspections to extend equipment life. Only exclusion is for condenser coil corrosion due to salt air (which may be handled by Task Order).

- In Kitchens, first call (per occurrence) to relight kitchen water heaters will be handled by Food Service Contractor. Subsequent efforts are included in HVAC Contractor's Base Contract scope. All calls to relight water heaters in any Non-Kitchen areas are included in HVAC services Contractor's Base Contract scope.

- Mechanical rooms, chiller yards, cooling tower yards, condensing unit yards, LP and natural gas service points, etc. must be maintained and kept free from clutter, debris and weeds under the Base Contract Scope. Additionally, Contractor must keep yards secured and report inoperable locks immediately.

- Contractor must maintain energy and water profiles at the same level or better as when contract is awarded. Systems are continuously evaluated for efficiency. Contractor's cooperation during in-house and outsourced commissioning activities is included in Base Contract scope. If Contractor is found at fault for increased energy and/or water costs (weather adjusted, in excess of 5% compared to same month, previous year) DCPS expects reimbursement from Contractor. "Fault" may be determined by DCPS issues log, email notice, EMCS user log or other means. Examples include failure to schedule holidays/off days, unnecessarily extending operating schedules, setpoints set outside DCPS standards, equipment placed in manual operation, overriding and/or disconnecting Energy Conservation Measures, etc. DCPS reserves the right to subtract up to 25% of the increased monthly energy/water cost from the Contractor's monthly invoice until condition is resolved.

- Contractor's assistance with resolution of indoor air quality (IAQ) issues is included in Base Contract scope.

- Approximate number of annual service calls per school is included in Exhibit 1.

Chiller Equipment

1. **Preventive Maintenance** -- Contractor must provide, at a minimum, all labor and materials (including refrigerant) to perform periodic preventive maintenance services in accordance with manufacturers' recommended services ***and contractor's RFP response***
2. **Repair Services** -- Contractor must provide labor, materials and refrigerant to repair equipment upon failure. Contractor must provide labor, materials and refrigerant to perform preventive repairs (preemptive repairs needed to avert predicted breakdowns) to avoid downtime. Contractor and/or DCPS will determine the need for preventive repairs through analysis of the diagnostic tests. Repairs will be made in accordance with manufacturers' recommendations ***and contractor's RFP response***.

3. **Water Cooled Chiller Heat Exchanger Tubes** – Within the first 2-years of the contract (as part of the Base Contract Scope), Contractor must perform an Eddy Current Analysis for all condenser & evaporator heat exchanger tubes in water cooled chillers. DCPS will be responsible for making needed repairs as indicated by this initial Eddy Current Analysis. Upon completion, Contractor assumes 100% responsibility for tubes, up to and including replacement, for the duration of the contract term including renewal periods. Contractor must provide all Eddy Current reports to DCPS.
4. **Diagnostic Services (Centrifugal and Screw Chillers)** - Contractor must provide, at a minimum, diagnostic services as indicated below. Contractor must provide diagnostic reports to DCPS within 2 months of diagnostic services due date. Failure to provide diagnostic tests and reports in a timely manner will result in DCPS hiring a third party to perform the services. DCPS reserves the right to subtract third-party costs from Contractor's next monthly invoice. Contractor will be held responsible for equipment failures associated with untimely diagnostic tests and reporting, up to and including responsibility for providing temporary HVAC services for affected areas at no cost to DCPS.
   - 1 Spectrochemical Oil Analysis per year per compressor
   - 1 Vibration Analysis per year per compressor
5. **Water Cooled Chiller Tube Cleaning** –Contractor must coordinate inspection of tubes and vessel with DCPS annually and mechanically brush tubes as determined by DCPS's assessment of approach temperatures and other factors.
6. **Water Treatment** - Contractor must obtain open and closed loop water treatment services from Premier Water & Energy in accordance with manufacturers' recommendations and DCPS standards. See Exhibit 3 Water Treatment Costs for details.
7. **Condenser Coil Cleaning** – Contractor must provide labor and manufacturer-approved materials to clean condenser coils as needed, as determined by DCPS and at least once per year.

Direct Expansion Equipment (window units, wallhungs, split systems, mini-splits, rooftop units, VRV/VRF systems, etc.)

1. **Preventive Maintenance** -- Contractor must provide, at a minimum, all labor and materials (including refrigerant) to perform periodic preventive maintenance services in accordance with manufacturers recommended services ***and contractor's RFP response.***
2. **Repair Services** -- Contractor must provide repair labor, materials and refrigerant. Repairs must be made in accordance with manufacturers' recommendations ***and contractor's RFP response***.
3. **Filter Services** – Provision and installation of air filter media is by others. Contractor must report to DCPS all deficiencies related to filter changing service.
4. **Coil and Equipment Cleaning Services** – Contractor will clean evaporator and condenser coils and equipment cabinet interiors as determined by DCPS and/or Contractor and not less than once per year.

Boiler Equipment

1. **Preventive Maintenance** -- Contractor must provide, at a minimum, all labor and materials to perform periodic preventive maintenance services in accordance with manufacturers' recommended services ***and contractor's RFP response.***
2. **Repair Services** -- Contractor must provide repair labor and material. Repairs must be made in accordance with manufacturers' recommendations ***and contractor's RFP response***.

EXHIBIT 2
TECHNICAL SERVICES

3. **Operational Test** – DCPS requires Contractor to perform functional test (start-up and achieve operational temperatures and flows) of all boilers and associated pumps between July 1st and September 30th of each year. Contractor must provide verification (date, time, duration) of functional tests for each boiler to DCPS by September 30th each year.
4. **Heat Exchanger Tubes** – Within 60 days of contract award, Contractor shall inspect heat exchanger tubes and report condition to DCPS. DCPS will be responsible for making needed repairs, then Contractor assumes 100% responsibility for the tubes, up to and including replacement, for the duration of the contract term including renewal periods.
5. **Diagnostic Services** - Contractor must provide, at a minimum, one combustion analysis per boiler per year. Contractor must provide reports to DCPS within 1 month of analysis due date. Failure to provide diagnostic tests and reports in a timely manner will result in DCPS hiring a third party to perform the services. DCPS reserves the right to subtract third-party costs from Contractor's next monthly invoice. Contractor will be held responsible for equipment failures associated with untimely diagnostic tests and reporting, up to and including responsibility for providing temporary HVAC services for affected areas at no cost to DCPS.
6. **Fireside Cleaning** – Contractor must power brush and vacuum fireside once per year.
7. **Waterside Cleaning** – Contractor must flush waterside and retreat boiler shell once per year.
8. **Government and/or Insurance Inspections** – Contractor must prepare boiler for one external inspection per year and one internal inspection every two years. Contractor must participate with DCPS and State Boiler Inspector during these planned inspections and all re-inspections required.
9. **Water Treatment** - Contractor must obtain water treatment services from Premier Water & Energy in accordance with manufacturers' recommendations and DCPS standards. See Exhibit 3 Water Treatment Costs for details.
10. **Fuel Supply Service** – Contractor must regularly check and maintain adequate fuel levels in all fuel oil and LP supply tanks, including fuel tanks jointly used by kitchen operation. Contractor must immediately notify DCPS Contract Manager to coordinate fuel deliveries as needed.
11. **Code Compliance** – Contractor must adhere to requirements listed in the latest edition of the ASME Boiler and Pressure Vessel Code and ASME Controls and Safety Devices for Automatically Fired Boilers as well as NFPA standards.

Associated Air Conditioning/Heating Equipment (chilled and hot water systems, air handlers, VAV boxes, UVs, FTUs, FCUs, pumps, towers, tower fans, heaters, exhaust fans, etc.)

1. **Preventive Maintenance** – Contractor must provide, at a minimum, all labor and materials to perform periodic preventive maintenance services in accordance with manufacturers' recommended services ***and contractor's RFP response***.
2. **Repair Services** – Contractor must provide repair labor and material. Repairs must be made in accordance with manufacturers' recommendations ***and contractor's RFP response***.
3. **Filter Services** – Provision and installation of air filter media is by others. Contractor must report to DCPS all deficiencies related to filter changing service.
4. **Coil Cleaning Services** - Contractor will clean coils and equipment interiors as determined by DCPS or Contractor and not less than once per year. If pressure drop across coil diminishes to less than 80% of design, Contractor shall restore performance to at least 80% of design through deep cleaning services at no additional cost to DCPS.
5. **Cooling Towers** - Contractor must provide labor and materials to perform cleaning and repair services in accordance with manufacturers recommended services ***and contractor's RFP response***.

EXHIBIT 2
TECHNICAL SERVICES

Contractor must maintain tower water well pumps and controls in working order to minimize make up water use from a potable source. Contractor must immediately notify DCPS when potable water is used for tower make up.

Controls (EMCS and all associated devices downstream of and including main EMCS building controller, communication network [excluding DCPS IT], power and water meters connected to EMCS including current transformers, VFDs and associated devices, thermostats, HVAC occupancy sensors, combination HVAC/lighting occupancy sensors, power packs, relay packs and associated devices, valves, dampers, valve and damper actuators, etc.)

1. **Preventive Maintenance** -- Contractor must provide, at a minimum, all labor and materials to perform periodic preventive maintenance services in accordance with manufacturers' recommended services ***and contractor's RFP response***.
2. **Repair Services** -- Contractor must provide repair labor and materials in accordance with manufacturers' recommendations ***and contractor's RFP response***.
3. **Building Pressurization Check** -- At least quarterly, Contractor will use smoke test, EMCS sensors or other DCPS-approved method to check building pressurization during occupied and unoccupied periods and confirm that it is neutral or slightly positive. At least quarterly, Contractor will verify that exhaust fans are controlled properly and not operating continuously. Contractor will correct or report deficiencies (if outside contract scope).
4. **Setpoints and Schedules** -- At least quarterly, contractor will meet with school administrative staff to discuss system operation, including scheduling, setpoints, holidays, etc. At least quarterly, contractor must verify that setpoints and operating schedules are in accordance with DCPS guidelines. Modifications required to comply with DCPS guidelines will be made at the time of the inspection. Deviation from DCPS guidelines requires approval of DCPS contract manager.
5. **Afterhours Event Scheduling** -- Contractor shall adjust schedules as needed to accommodate afterhours events. Approximate number of annual schedule changes per school is included in Exhibit 1.
6. **EMCS Services** -- Contractor must employ, obtain or subcontract technicians trained to maintain DCPS's EMCS software and hardware (current and legacy systems). EMCS technicians must be proficient at using DCPS provided laptops (up to 6 per contractor) and software needed to maintain DCPS's EMCS systems. Modifying operator adjustable parameters is Contractor's responsibility. Examples include changing setpoints and schedules, calibrating and/or rescaling sensors when needed, adjusting flow values as needed, reloading programs when needed, etc. Modifying EMCS sequences of operations, editing graphical user interface, maintaining DCPS EMCS servers and software, etc. will be done by others. Examples include changing constant volume air or water systems to variable volume, changing program to accommodate equipment upgrades and/or additions, issues caused by DCPS server malfunctions, issues indisputably caused by DCPS IT, etc.

EXHIBIT 3
Water Treatment Costs

Costs for water treatment services are shown below. Contractors shall include these costs in their proposal for each school. Services include:

- products and monthly service for towers and open loops
- products and quarterly service for closed loops

Name	#	Type	Annual Price
Fletcher MS	63	M	$ 1,650
Atlantic Beach ES	65	E	$ 600
JA Axson ES	141	E	$ 600
Jacksonville Beach ES	144	E	$ 600
Waterleaf ES	160	E	$ 600
Fletcher HS	223	H	$ 1,988
Mayport ES	227	E	$ 600
Kernan Trail ES	231	E	$ 600
Sabal Palm ES	239	E	$ 1,650
Neptune Beach ES	246	E	$ 600
Joseph Finegan ES	247	E	$ 600
Mayport MS	254	M	$ 1,650
Landmark MS	256	M	$ 1,650
Allmacani ES	257	E	$ 1,650
Abess Park ES	263	E	$ 600
Chets Creek ES	264	E	$ 600
Kernan MS	279	M	$ 600
Landon MS	31	M	$ 600
Hendricks Ave ES	71	E	$ 600
Spring Park ES	72	E	$ 600
Southside Estates ES	76	E	$ 600
Love Grove ES	82	E	$ 600
San Jose ES	83	E	$ 600
Englewood HS	90	H	$ 600
Windy Hill ES	94	E	$ 600
DASOTA HS	107	H	$ 600
Southside MS	211	M	$ 600
Sandalwood HS	237	H	$ 1,988
Alden Road ESE	252	S	$ 600
Administration	3001	A	$ 1,650
Team/Schultz	3002	A	$ 600
Loretto ES	30	E	$ 1,650
DuPont MS	66	M	$ 600
Bartram Springs ES	161	E	$ 600
Wolfson HS	224	H	$ 1,988
Beauclerc ES	230	E	$ 600
Crown Point ES	245	E	$ 600
Greenland Pines ES	249	E	$ 1,650
Twin Lakes ES	251	E	$ 600
Twin Lakes MS	253	M	$ 1,650
Mandarin Oaks ES	258	E	$ 1,650
Mandarin MS	259	M	$ 1,650
Mandarin HS	260	H	$ 1,988
Atlantic Coast HS	268	H	$ 1,988
Woodland Acres ES	89	E	$ 600
Lone Star ES	233	E	$ 600
Baldwin MHS	38	H	$ 600
MA Jones ES	236	E	$ 600

EXHIBIT 4
Sample Reports

Contractor shall keep DCPS workorder system HVAC data and other maintenance records current as specified in the Base Contract Scope in order for DCPS Contract Manager to report pertinent performance metrics to executive leadership. Samples reports are provided below.

Maintenance Metrics

OPS Division Total Work Orders Completed

Total completed work orders is the raw measurement of the work performed in all crafts for a two (2) month period. The variance observed is most likely attributed to the cost/types of materials, supplies, man-hours and equipment used to complete work orders in the different crafts. Additionally, the amount of work assigned to each work order can drastically affect the total number. The following is the total work order per craft for *September & October 2015* Non-Vehicle Preventative Work Orders are included in Total below but not calculated in Backlog.

Maintenance Craft	Standard WOs	Non-Vehicle PM WOs	Total WOs
HVAC 7001	720	311	1031
HVAC 7002	825	343	1168
HVAC 7003	757	351	1108
JCI (11 Schools)	290	595	885
Trane (24 Schools)	533	440	973
Carpentry 7201 & 7203	1648	0	1648
Carpentry 7202	848	0	848
Grounds 7207	1609	0	1609
Electronics 7303	2219	253	2472
Electrical 7601	856	186	1042
Electrical 7602	856	136	992
Electrical 7603	1221	88	1309
Paint 8001	914	0	914
Lock Shop 8301	2196	0	2196
Mill Shop 8401	238	1	239
IER 8503	1406	0	1406
Plumbing 8901	680	47	727
Plumbing 8902	799	46	845
Plumbing 8903	555	36	591
Irrigation 9501,02,03	226	158	384
Waste Water 9101	36	226	261
Utility 9403	948	66	1014
Roofing 9001	145	0	145

EXHIBIT 4
Sample Reports

OPS Division Maintenance Monthly Long-Term Backlog Percentage

The monthly long-term backlog percentage is calculated by dividing the total work orders older than 10 days by the total number of completed work orders for the period. A Cumulative Average has been added July 2015 → June 2016 and the Average Number of Days a Work Order is Open (Above CGCS 2015 Results) for each craft has been added. PMs, when reported properly, are not included in the backlog. The following is the backlog applicable percentages

Craft	Total Work Orders (Sep-Oct)	Long-Term Backlog Work Orders (Sep-Oct)	% Long-Term Backlog to Total Work Orders (Sep-Oct)	Cumulative Backlog % (July 2015 through June 2016) to Total Work Orders	Average Number of Days a Work Order is Open (Sep-Oct)
HVAC 7001	720	3	0.4%	0.8%	2.2
HVAC 7002	825	26	3.2%	3.1%	6.8
HVAC 7003	787	2	0.3%	1.4%	4.4
JCI (11 Schools)	290	0	0.0%	0.0%	2.9
Trane (24 Schools)	833	4	0.5%	0.5%	4.0
Carpentry 7201 & 7203	1846	186	10.1%	9.8%	***10.8
Carpentry 7202	846	80	9.5%	4.2%	***12.4
Grounds 7257	1509	6	0.4%	1.8%	7.1
Electronics 7303	2219	31	1.4%	1.8%	6.2
Electrical 7601	866	31	3.6%	3.0%	7.2
Electrical 7602	856	33	3.9%	6.1%	8.8
Electrical 7603	1221	14	1.1%	2.1%	3.6
Paint 8001	914	268	29.3%	26.6%	*24.0
Lock Shop 8101	*2196	53	2.4%	1.6%	5.5
Mill Shop 8401	238	97	40.8%	39.1%	*40.1
IER 8503	1406	211	15.0%	17.4%	***18.3
Plumbing-8901	680	22	3.2%	7.1%	5.5
Plumbing-8902	799	10	1.3%	2.7%	9.2
Plumbing-8903	855	3	0.5%	4.5%	3.5
Irrigation 9501, 02, 03	228	33	14.5%	13.3%	***14.0
Waste Water 9101	35	11	31.4%	30.4%	***21.3
Utility 9403	948	92	9.7%	12.6%	***14.2

This long-term backlog percentage is inherently high in some crafts due to the nature of the craft (in general the lower the better). The Bench Mark used for comparison is from the *2015 Managing for Results in American Great City Schools, Page 109*. Median work order completion time – three (3) year median average (2011-2014) is 10.0 days. The strategic plan requires less than 11.0 days in this category for the 2015-16 target.

OPS Division Maintenance Refrigerant Recovery Program

The purpose of this metric is to assist in the management of refrigerants used by DCPS Maintenance HVAC Mechanics & Contracted HVAC Mechanics that provide service to and/or maintains the district's refrigerant systems. DCPS follows this Standard in compliance with Section 608 of the 1990 Clean Air Amendments and 40 Code of Federal Regulations [CFR] 82, Subpart F.

Refrigerant purchased, used and recovered each 2- month period is presented below in quantity only (refrigerant type can be obtained via request). It is the expectation that unaccounted refrigerant should be significantly minimized, which will assure both compliance to EPA Regulations and cost effectiveness for the district. The following is the refrigerant data for *September & October 2015* AND a cumulative total from July 2015 through June 2016.

CURRENT REPORTING PERIOD

Station R/C & Craft Code	Refrigerant Purchased (LBS)	Refrigerant Used (LBS)	Refrigerant Recovered (LBS)
7251 HVAC 7001	888	830	215
7252 HVAC 7002	629	482	20
7253 HVAC 7003	288	222	19
Contracted HVAC Trane	NA	328	6
Contracted HVAC JCI	NA	0	0

CUMULATIVE RECORD JULY 2015 – JUNE 2016

Station R/C & Craft Code	Refrigerant Purchased (LBS)	Refrigerant Used (LBS)	Refrigerant Recovered (LBS)
7251 HVAC 7001	1330	893.5	258
7252 HVAC 7002	986	724	45
7253 HVAC 7003	906	686	35
Contracted HVAC Trane	NA	356	26
Contracted HVAC JCI	NA	68	0

EXHIBIT 4
Sample Reports

OPS Division Maintenance Cost Per Work Order Analysis

The cost per work order analysis for the 2-month period is calculated as follows: SAP Salary of Craft foreman plus all mechanics in that craft plus benefits plus material used that period plus the 20% district overhead all of which divided by the total number of work orders completed by that craft. Specialty services such as Capital Crews (Electric & Carpentry) are not included in this analysis. The variance observed is most likely attributed to the cost/types of materials, supplies, man-hours and equipment used to complete work orders in the different crafts. Typically speaking, the higher the cost per completed work order, the more likely it is that the in-house value that is provided by that craft will be scrutinized. The following is the cost per work order per craft for ***September-October 2015***, as well as a year-to-date AVERAGE.

Craft	*Total Cost/Work Order Current 2 - Month Period*	*Average Cost/Work Order July 2015 → June 2016*
HVAC 7001	217	222
HVAC 7002	199	188
HVAC 7003	221	215
JCI (11 Schools)	98	116
Trane (14 Schools)	181	183
Carpentry 7201 & 7203	135	123
Carpentry 7202	167	143
Grounds 7257	228	209
Electronics 7303	111	116
Electrical 7601	148	145
Electrical 7602	160	166
Electrical 7603	133	136
Lock Shop 8301	88	96
IER 8503	165	207
Plumbing-Irrigation 8901	174	221
Plumbing-Irrigation 8902	171	173
Plumbing-Irrigation 8903	191	191
Irrigation 9501,02,03	167	162
Waste Water 9101	153	150
Utility 9403	390	360
Paint 8001	562	**449.6
Mill Shop 8401	450	**463

OPS Division Maintenance Cost Per Square Foot/Month (2) Analysis

The cost per square foot analysis ($/1000SF/Month reported on table below) for this period (2 - months) is calculated as follows: SAP Salary of Craft foreman plus all mechanics in that craft plus benefits plus material used that period plus the 20% district overhead all of which divided by the total square footage serviced by that craft. Specialty services such as Capital Crews (Electric & Carpentry), HVAC Install & PM Crews are not included in this analysis. The variance observed is most likely attributed to the cost/types of materials, supplies, man-hours and equipment used to complete work orders in the different crafts. Typically speaking, the higher the cost per square footage the more likely it is that the in-house value that is provided by that craft will be scrutinized. The following is the cost per 1000SF per craft per month for ***September-October 2015*** as well as the cumulative average from ***July 2015 → June 2016:***

Craft	*Total Cost Per 1000 Square Foot PER Month (Sep-Oct 2015) **Grounds Per Acre*	*Total Cost Per 1000 Square Foot PER Month Average (July 2015 - June 2016) **Grounds Per Acre*
HVAC 7001	28.75	29.80
HVAC 7002	24.49	24.86
HVAC 7003	31.11	31.81
JCI (11 Schools)	22.82	23.84
Trane (14 Schools)	24.76	24.80
Carpentry 7201 & 7203	11.30	11.16
Carpentry 7202	9.78	9.80
Electronics 7303	8.11	8.37
Electrical 7601	13.32	13.40
Electrical 7602	10.93	11.59
Electrical 7603	16.95	17.03
Paint 7254 (8001)	16.14	16.16
Lock Shop 8301	8.70	6.48
IER 8503	5.83	6.31
Plumbing-Irrigation 8901	10.89	12.05
Plumbing-Irrigation 8902	10.60	10.88
Plumbing-Irrigation 8903	12.87	13.11
Irrigation 9501,02,03	1.89	1.81
Waste Water 9101	1.18	1.19
Utility 9403	11.54	11.65
Mill Shop 8401	3.17	3.41
**Grounds 7257	**71.59	**74.00

EXHIBIT 4
Sample Reports

HVAC Service Contractor Checklist

HVAC Report Check Sheet	Reference page	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Performance metrics	RFP 6							x	x	x	x	x	x
Report cards	RFP 6			x			x			x			x
Base contract invoices	RFP 8							x	x	x	x	x	x
Owner responsible invoices	RFP 8 (>200)							x	x	x	x	x	x
MBE participation	RFP 15, 31							x	x	x	x	x	x
MBE Good Faith Efforts	RFP 31									x			x
Chiller Annual inspections	RFP Technical requirements												
Chiller Diagnostics – eddy current	RFP Technical requirements												
Chiller Diagnostics – oil analysis	RFP Technical requirements						x						
Chiller Diagnostics – vibration analysis	RFP Technical requirements						x						
Boiler Diagnostics – flue gas analysis	RFP Technical requirements	x											
Cooling tower cleaning/service	RFP Technical requirements												
Schedule and setpoint check	RFP Technical requirements			x			x			x			x
Exhaust fan control check	RFP Technical requirements			x			x			x			x
Building pressurization check	RFP Technical requirements			x			x			x			x
Energy efficiency check	RFP Technical seq. jd p3			x			x			x			x
Water efficiency check	RFP Technical requirements			x			x			x			x
Maintain current gas licenses	RFP Technical requirements												
Fuel oil boilers State inspection	RFP Technical requirements												
Check heating fuel levels	RFP Technical requirements				x								

DCPS Issues Log

#	SCHOOL	SY 2018-2019 Good HVAC Issues	Active HVAC Issues	MS HVAC Foreman Notes
6	Rutherford			9/13 how is sending mech to check occupants
14	Ross Park	7/23 – Room 18 not cooling, portable 354 not cooling; 8-2 room 18 ok. 8/7- portable ok. 9/13=Room 18 9/19=STILL DOWN 9/21= Classroom 18 STILL NO A/C. 9/24= Still no a/c in room 18	2/4/19= Portable 353 not heating correctly	9/26- Compressor ordered Will pick up today 9/27 Rm 18 A/C Repaired 2/7/19 W/O generated for Port 353 1751417
15	Freeman	8/1 cafe down, 8/7- cafe on 9/4= cafe on 1 down 10/8= chiller down		9/5 A/C in Café back up 10/8 Ch...er back on
29	Kelly-Smith	7/31 chiller down 8/6- chiller in a arm, 8/8 chiller ok 212b and 212t overcooling 8/23= No change 8/29= No change, Also, Chiller 3 not cooling, Chiller 2 pump in hand 8/31=No change 9/05 015 Kirby Smith chiller 1 in alarm plant 48" 9/6=011TOA/15=chiller 1 in alarm room 100 overcooling, rm 119b and 10/30= HW Pump 3 in alarm and failed, 8/13=1191 no power? rm 201 overcooling, 215= overcooling, ahu 202 OA fan failure, ahu 203 OA fan failure, ahu 101 OA fan failure, bldg 3=rm 3 and 2 rm no power? 9/12=Same 9/24= Chiller in alarm. 10/8= chiller still in alarm 10/12= gym not cooling also check sensor in gym. 10/15- Chiller plant still has issues 11/16= Boiler Alarm	2/1 AHU 101 low static pressure 0.65 Bldg 2 Corr 107 bad sensor AHU 202 low static pressure .20" AHU 303 OA fan status is off AHU 403 no fan status. AHU 106 no OA fan status. AHU 107 No OA fan status. AHU 109 no OA fan status	9/9 W/O's Generated 9/24 Rms. 201, 203 & 301 repaired Rm 1 & 2 repaired 9/26 Chiller showed alarm on EMCS but no alarm issues ant to (per Steve Odom) 10/18 Chiller Cond Coil quote submitted to TN for repair 11/3 No update on condenser Coil Order 1/29 Condenser Coil being replaced 2/7 W/O's for all AHU's & O/A fan status generated
27	HEAF	7/30 CR 114 not cooling 8/13- ok. 8/15=admin 102= too warm. 8/21=admin=102= still too warm 9/19= Admin not cooling properly 10/1=admin very slow		9/19 Admin A/C repaired
31	Langdon	8/16=Chiller in alarm Plant is ending 10/30=Boiler 2 and pump 2 in alarm Boiler 3 has bad control 11/1= front controller on chiller must be replaced to run chiller Unit will not run till replaced 11/14= chiller still down and keypad not replaced yet 12/19= Chiller 1 in Alarm. 12/10= still in alarm		11/1- work order generated Boiler 2 Pump Checked out Ok 11/29/18 keypad interface ordered for Chiller 12/13 Chiller 1 Repairs in progress
35	Jackson	7/23 – chiller down; 7/30 – Rm 118, 126, 104, 102b, Girls locker room, Bldg 7 EAU Unit, 8/2-chiller, 126, and 118 ok, 8/8- Media center AHU19 down, Girls locker room 8/14=Boys locker room fan failure. HW Pump 5 failed, 10/23/18= HW Pump 4 failed, Only 1 of the 2 boilers fired when requested also. 11/16=No progress, /31=CH=104, Bldg 7 AHU 700. 12/3= chiller 1 in alarm 12/10=Ch 1 in alarm 1/22/19=Boiler 2 in alarm 1/31/19 Boilers 1 and 2 not heating	2/5/19 Boiler not running. Bad sensors on boilers.	9/10 Boys Locker room A/C repaired 9/24 1/3 of Unit working New Units ordered by Tim 10/1 Still waiting on Units Units mechanically repaired bldg 7 EDIC 10/4 w/o generated for cr 104 10/5- More working on CR 104 10/10- Chiller reset and monitoring operation 10/26- Units ordered for Bldg 7 10/31 Work Orders generated for HW Pumps 4 & Boiler 12/13 Chiller 1 interface purchased and ready for replacement 1/22/19 W/O Generated for Boiler 2 Alarm 2/7/19 Part ordered for Boiler repair Repair in progress
37	Key	7/23 – Café, 8/3- Rm 11 not cooling, 8/7-Café ok., 8/8 – bad mix sensor rm 12, library not cooling well. CR 12. 8/14=CR 12 mix sensor bad. 9/4=all Canon down8/10=Room 10 .10/30= Steam Boiler did not fire when requested. 11/5= still no fire. 1/17/19=Room 11 not heating.		9/5 Commissive resolved 10/31 Work Generated for Steam Boiler 11/6 boiler fired when requested. achieved 167 degrees (5:00AM Boiler you have to give it more time Roy) 12/13 W/O Generated for Café AHU 3 1/22/19 W/O Generated for 37 Rm 11
41	Hamilton	8/15=Media center, 8/21=VAVAHU 2= static pressure too low, fanes belt??9/10=Media Center not cooling 10/1=chiller down		8/10 media compressor being replaced 9/5 W/O's for Loose Belt Generated 9/6 Media A/C repaired 10/2 Chiller repaired
46	Arlington ES		2/1/19 Rm 5C is not heating 59° Rm 5S is not heating 59°. 2/4/19=Same issues.	2/7/19 w/o Generated for Rm. 5C no Heat 1751433

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES
MEMBER EVALUATION WORKSHEET

Evaluation Criteria	Reference to Proposal Evaluation Criteria	Group A Score	Group B Score	Group C Score	Group D Score	Comments	Total Points
A. Qualifications and Experience – Company Provide your assessment of the proposer's response to the following evaluation criterion elements:	(Total points 10)						
B. Qualifications and Experience – Staff Provide your assessment of the proposer's response to the following evaluation criterion elements:	(Total points 25)						
C. Work Plan and Approach to Services Provide your assessment of the proposer's response to the following evaluation criterion elements:	(Total points 25)						
D. Cost As submitted on Price Proposal Form–Attachment B	(Total points 25) To Be Determined By Formula						

_____
RESPONDENT

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES
MEMBER EVALUATION WORKSHEET

Evaluation Criteria	Reference to Proposal Evaluation Criteria	Group A Score	Group B Score	Group C Score	Group D Score	Comments	Total Points
E. References Provide your assessment of the proposer's response to the following evaluation criterion elements:	(Total points 5)						
F. Financial Responsibility Provide your assessment of the proposer's response to the following evaluation criterion elements:	(Total points 5)						
G. OEO Encouragement Plan Provide your assessment of the proposer's response to the following evaluation criterion elements:	(Total points 5)						
H. Presentation	(Total points 20)						

Committee Member Printed Name

Date

Committee Member Signature

RESPONDENT

EXHIBIT 6
Condition Assessment Form (for use by selected Contractors)

Using the definitions shown below, rate each equipment type and include notes to further explain equipment condition, clarify assessment, point out exceptions, etc.

Rating	Status
1	Inoperable
2	Replace in 1-2 years
3	OK for 3+ years
4	In warranty

DUVAL COUNTY
PUBLIC SCHOOLS

ADDENDUM NO. 1

www.duvalschools.org/purchasing

Issue Date: **April 11, 2019** **Phone: 904-858-4859**

Buyer: **Terrence Wright**

Bid Number: **RFP No. 08-19/TW**

Bid Title: **Heating, Ventilation and Air Conditioning (HVAC) Services**

Term of Bid: **July 1, 2019 through June 30, 2021**

Opening: **Thursday, April 25, 2019, 2:00 p.m. (EDT).** Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

The addendum shall serve to amend, replace and append information provided to potential respondents in the original RFP package. To assist in the development of their responses, interested firms are encouraged to carefully review the information found in this addendum and on any additional enclosed documents.

Purpose:

1. To establish a new anticipated timeline.

Anticipated Timeline

Proposals Opened:	April 25, 2019, 2:00 p.m. (EDT)
Committee Evaluation:	May 8, 2019
Presentations:	May 22, 2019, If Deemed Necessary
Board Award:	June or July, 2019

2. Delete section 13.7.13 in its entirety.

3. Exhibit 3: Clarify that maintaining water treatment equipment is included in Premier Water and Energy's price quotes shown in Exhibit 3.

4. To provide an example of how the scoring criteria points will be assessed.

5. To answer questions received in accordance with this RFP.

Trane Commercial Systems

1. **Question:** Condition Assessment
   a. Regarding a "2" rating during condition assessment.
      i. Who is responsible for repairing the unit if the funds for repair / replace are not available during / after the two years? Will it be exempt from the HVAC contractor's responsibility? What if it is a large compressor, such as a centrifugal chiller? Does this mean if the dollars are not available for

replacement at each renewal term, the contractor is responsible for the duration of the 10 year contract?

Answer: Contractor is responsible for PM and repairs on all primary and ancillary equipment regardless of inclusion on Condition Assessment Report as stated in Section 2.2.12. Equipment listed on Condition Assessment Report is not exempt from Contractor's responsibility. No exceptions. DCPS intends to make equipment listed on Condition Assessment Report a priority for refurbishment or replacement. Yes, Contractor is responsible for all PM and repairs before and after refurbishment or replacement.

b. It is our understanding that contractors cannot choose a rating of "1" during condition assessment if its currently subcontracted and a "4" means the equipment is still in warranty which is also not a choice. It is also our understanding that the contractor shall be fully responsible for all equipment rated a "2" and a "3". Is this the case?

Answer: Rating equipment as a 4 is possible since some of the equipment covered by this RFP is covered by manufacturer's extended warranty. Contractor should keep in mind that manufacturer's extended warranty covers equipment failures and not PM or first call services. Contractor must perform PM and first call services for all equipment, including equipment covered by manufacturer's extended warranty. If a surveying Contractor finds any equipment inoperable during the Condition Assessment (rating of 1), DCPS is to be notified immediately so existing service contractor can repair before contract expiration. Then surveying Contractor can assign new rating. Contractor is fully responsible for all equipment regardless of Condition Assessment rating until DCPS funds refurbishment or replacement.

c. What if the equipment is not currently part of the contract? For example, the fire and smoke dampers and actuators?

Answer: Existing Contractors are responsible for identifying and correcting inoperable equipment through Base Contract Scope or Task Orders.

How many are there? They should be on the equipment list, with counts and sizes.

Answer: The requested information is not available.

2. **Question:** 2.2.1 B – Response time

a. How is the response requirement from the contractor differentiated between priority levels 1 and 2? They appear to be the same.

Answer: Priority 1 calls require Contractor to be <u>**on-site**</u> within 2 hours. Priority 2 calls do not require on-site presence if problem can be corrected remotely.

b. What if there are excessive "false" alarms at schools? Is there a way to discourage schools from using 1 and 2 for everything even if it is technically a 3?

Answer: Schools do not assign priority levels, Dispatchers do. If Contractor experiences schools with excessive problem exaggeration, Contractor and DCPS may explain to school staff the consequences but it is the Contractor's responsibility to respond as specified in the RFP.

c. What are the DCPS temperature and relative humidity guidelines?
   i. What if the existing equipment that has no issues and the building is unable to meet the temperature or humidity guidelines? Ie: The equipment is not set up with active humidity control. Who is responsible for correcting?

Answer: DCPS HVAC systems will maintain temperature and relative humidity guidelines without using active dehumidification control sequences. DCPS maintains occupied spaces at 72-75 degrees F and below 60% RH in cooling mode and 67-69 degrees F in heating mode. If equipment is unable to maintain the space within these guidelines, Contractor is expected to determine the deficiency and repair existing equipment to optimum performance in order to achieve these conditions. If conditions still cannot be maintained within DCPS guidelines, then DCPS will resolve. If during resolution, DCPS discovers that deficiency was actually caused by an undiagnosed problem that is Contractor's responsibility under the service contract, DCPS will short-pay Contractor's next monthly invoice to cover DCPS time and materials expended. Value of DCPS's efforts will be established using Contractor's bid items.

3. **Question:** 2.2.1 C – FCR
   a. In the previous contract with DCPS, there was a maximum number of owner responsible calls where no PM or repair was needed. Is there a maximum or are there an unlimited amount of owner responsible calls allowed by the District?

Answer: As explained in section 2.2.1, all First Call Services (previously-named Owner Responsible Calls) are included in Contractor's Base Contract Scope. No maximums, no quantity or cost limits.

4. **Question:** 2.2.9 – Correction of Work
   a. What are the DCPS guidelines that the contractor will be expected to adhere to?

Answer: Florida Building Codes, DCPS guidelines (on website), project specifications, industry best practices.

   b. How is work performed deemed acceptable according to DCPS guidelines?

Answer: DCPS Contract Manager or DCPS Project Manager deems work acceptable or unacceptable based on Codes, Guidelines, specification and/or best practices.

5. **Question:** 2.2.11 – Equipment to be Serviced
   a. What is the responsibility of the contractor to repair and/or replace current and legacy controls/controllers/sensors/equipment/etc... that are now obsolete?

Answer: Contractor is encouraged to use the local EMCS manufacturer's representative for EMCS services. Contractor is responsible for all specified services for all EMCS systems including legacy systems. Specified services include repair and/or replacement of devices including obsolete devices. DCPS may offer guidance on source of supply for these devices and DCPS will accept refurbished devices when new devices are not available. DCPS continues to diligently work to upgrade older EMCS systems as funding allows.

b. Testing Smoke and Fire Dampers is not performed by HVAC contractors due to liability. Is it correct to assume that this will be DCPS's responsibility?

Answer: No, it is not correct to assume. Contractor is responsible for fire and smoke damper actuators and associated relays up to but not including the fire alarm system relay. Replacement of fire and smoke dampers, when required, will be done through Task Order. This only applies to fire and smoke dampers. All other dampers are Contractor's responsibility to repair or replace as needed.

Per the previous asked question, to bid properly the counts and sizes, spring vs electrically actuated should be in the equipment list.

Answer: Not applicable because replacement of damper will be covered by task order.

i. Since the fire and smoke dampers are not currently part of the EMS systems, and tied into the fire alarms, should the damper operability be determined by DCPS or the fire alarm company?

Answer: Damper operability shall be determined by Contractor.

ii. Would DCPS consider asking for a separate % or dollar add to include the fire and smoke dampers since it could be a significant cost?

Answer: Damper operability shall be determined by Contractor.

6. **Question:** 2.2.13 – Exclusions

a. What evidence is required to prove that a failure is an indisputable sudden act of God? Who makes this determination? Who, then, is responsible for repair costs?

Answer: DCPS Contract Manager, DCPS Project Manager or, if Contractor deems necessary, Contractor-funded, DCPS approved, third-party consultant will determine whether or not damage is caused by an indisputable act of God by visually inspecting damaged devices, assessing condition of other HVAC and non-HVAC devices on-site, reviewing utility and weather data, etc. If determination is made that damage is caused by act of God, DCPS will fund repair, however, Contractor's assessment is considered First Call Services and is included in Base Contract Scope.

i. For example, would it be considered undisputed if multiple failures at site occurred at once, such an electrical event?

Answer: DCPS Contract Manager, DCPS Project Manager or, if Contractor deems necessary, Contractor-funded, DCPS approved, third-party consultant will determine whether or not damage is caused by an indisputable act of God by visually inspecting damaged devices, assessing condition of other HVAC and non-HVAC devices on-site, reviewing utility and weather data, etc. If determination is made that damage is caused by act of God, DCPS will fund repair, however, Contractor's assessment is considered First Call Services and is included in Base Contract Scope.

7. **Question:** Schedule changes

a. It's our understanding that the contractor has been responsible for programming any and all schedule changes requested by DCPS. Is this still required as this adds considerable administrative time to the contractor's responsibilities?

Answer: Contractor is responsible for maintaining all building schedules to accommodate school operating schedule, including normal school days, early release days, holidays, events and activities with no limits on quantity, frequency, timing of notice given, etc.

8. **Question:** SAP Work Order System

a. Will the contractor be expected to respond to all work order requests and create work order requests using the DCPS SAP work order system?

Answer: Yes, Contractor is required to use DCPS's workorder system (currently SAP) to enter and track ALL services including PM.

9. **Question:** Exhibit 2 – Technical Services

a. Will the contractor be responsible for clearing "clutter, debris, and weeds" caused by other parties? This appears to be outside of typical HVAC Contractor scope of work.

Answer: Only thing that is excluded is debris and clutter left by another service provider. If another contractor leaves clutter and/or debris, then Contractor shall notify DCPS Contractor Manager for assistance.

b. Who determines if a contractor is at fault for increased energy and/or water costs?

Answer: DCPS determines Contractor's contribution to increased utility costs through review of DCPS issues logs, DCPS continuous commissioning activities, EMCS user logs, pertinent emails, afterhours event requests and Dude Solutions' weather-adjusted utility reports.

Siemens Industry, Inc.

10. **Question:** I am inquiring if there is a budget estimate available for the Heating, Ventilation and Air Conditioning (HVAC) Services Project?

Answer: $1,576,730.00

11. **Question:** Can you provide the monthly energy trends for the last period as of 12/18 per school and not an average kWH/SqF as indicated on Exhibit 1?

Answer: Info can be found on the website at www.duvalschools.org/purchasing .

12. **Question:** Can you provide the model and corresponding serial numbers of all existing equipment referenced in Exhibit 1?

Answer: The requested information is not available.

13. **Question:** Will the last inspection reports on the equipment to be maintained be made available to prospective bidders prior to April 18th?

Answer: The requested information is not available.

14. **Question:** It appears the incumbent contractors are Trane and Johnson Controls. Can you provide a list of what schools each contractor was awarded during the last contract period?

Answer: Trane – 32, 64, 65, 72, 80, 82, 94, 107, 159, 160, 161, 203, 206, 209, 224, 227, 230, 231, 233, 245, 246, 247, 249, 253, 254, 256, 259, 260, 263, 268, 279, 3001, 3002;
JCI – 30, 63, 66, 87, 90, 141, 144, 211, 222, 223, 225, 237, 252, 257, 258, 264, 275;
Thermaserve – 71, 76, 83, 89, 239, 251.

For names of schools associated with these numbers, see Attachment B.

15. **Question:** Can you provide the values of current incumbents' contracts?

Answer: Trane – $950,206, JCI – $494,891, Thermaserve – $131,633

16. **Question:** Has any of the school's had increased energy and/or water costs (weather month, previous year) above 5% during the past contract term? If so, which schools?

Answer: No increases above 5% due to Contractors' actions were experienced during the past contract term.

17. **Question:** Section 2.2.11 indicates additional material may be included and the contractor has qty (1) year to rectify costs associated with the contract. Please provide equipment list of all model and serial numbers of equipment in the base bid for accuracy purposes. These would be under previous service reports, please provide service reports of previous contracts.

Answer: The requested information is not available.

Carrier Corporation

18. **Question:** In exhibit 1 Equipment Inventory there are several chillers listed with existing factory warranties. Can you please clarify on each one whether the existing factory warranty is compressor or complete unit as well as parts only or parts / labor?

Answer: Where "WARRANTY whole chiller" is indicated, warranty includes parts and labor on entire chiller including compressor.

19. **Question:** In exhibit 1 Equipment Inventory, Greenland Pines the table states 4 chillers. Is it correct to assume there are (3) Trane 220 ton air cooled screw chillers.

Answer: No. There are two large chillers in the central plant as indicated. There are also two 60 ton scroll chillers that serve buildings A and B.

Example of Scoring Criteria Point Assessment

The purpose of this narrative is to clarify how Contractors earn points for the pricing section of the RFP.

Step 1 – Contractor completes Attachment B Price Proposal. A summary of pertinent information from a hypothetical Contractor's completed Attachment B is provided below.

Step 2 – DCPS will use the "For Evaluation of Group ..." prices shown at the end of Attachment B to determine the low price for each group.

Item #	Price to provide all services described as Base Contract Scope.	$/Month x 12 = $/Year
TGA	Total Group A	$ 400,000
TGB	Total Group B	$ 350,000
TGC	Total Group C	$ 500,000
TGD	Total Group D	$ 100,000

Item #	Annual price to add equipment to Contract (includes all specified services.)	Extended Price
TES	Total for Equipment Services	$ 200,000

Item #	Pricing for Task Orders and Projects	Extended Price
TTOAP	Total – Task Orders and Projects	$ 250,000

	For Evaluation of Group A Price Section: TGA + TES + TTOAP = ($400,000 + 200,000 + $250,000)	$850,000
	For Evaluation of Group B Price Section: TGB + TES + TTOAP = ($350,000 + 200,000 + $250,000)	$800,000
	For Evaluation of Group C Price Section: TGC + TES + TTOAP = ($500,000 + 200,000 + $250,000)	$950,000
	For Evaluation of Group D Price Section: TGD + TES + TTOAP = ($100,000 + 200,000 + $250,000)	$550,000

Step 3 DCPS uses the formula in the table below to calculate how many points each Contractor earns for the pricing section. Assume above example is from Contractor 1 and that Contractor 2 pricing is as follows:

	For Evaluation of Group A Price Section: TGA + TES + TTOAP = ($500,000 + 200,000 + $250,000)	$950,000
	For Evaluation of Group B Price Section: TGB + TES + TTOAP = ($250,000 + 200,000 + $250,000)	$700,000
	For Evaluation of Group C Price Section: TGC + TES + TTOAP = ($400,000 + 200,000 + $250,000)	$850,000
	For Evaluation of Group D Price Section: TGD + TES + TTOAP = ($200,000 + 200,000 + $250,000)	$650,000

For Group A, Contractor 1 has the lowest price and earns 25 points Contractor 2 earns 22.4 points.
($850,000/$950,000) x 25 = 22.4

For Group B, Contractor 2 has the lowest price and earns 25 points. Contractor 1 earns 21.9 points.
($700,000/$800,000) x 25 = 21 9

Ranking	Price	Points Earned
Company A	$100,000	25
Company B	$125,000	20 (100,000/125,000) .8, 25 x .8 = 20
Company C	$150,000	16.75 (100,000/150,000) .67, 25 x .67 = 16.75
Company D	$175,000	14.25 (100,000/175,000) .57, 25 x .57 = 14.25
Company E	$200,000	12.5 (100,000/200,000) .5; 25 x .5 = 12.5
Company F	$300,000	8.25 (100,000/300,000) .33; 25 x .33 = 8.25
Company G	$400,000	6.25 (100,000/400,000) .25, 25 x .25 = 6.25

AGREEMENT BETWEEN
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA,
AND THERMASERVE, INC.

This Agreement is made and entered into effective July 1, 2019 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District") and THERMASERVE, Inc., a Florida corporation (the "Contractor").

W I T N E S S E T H:

Whereas, the District issued RFP 08-19/TW Heating, Ventilation and Air Conditioning (HVAC) Services (with attachments) dated on or about March 22, 2019, together with Addendum No 1 dated April 11, 2019 (collectively, the "RFP"), a copy of which RFP is attached hereto and incorporated herein by this reference as Exhibit A;

Whereas, after free and open competition, Contractor submitted a proposal (attached hereto and incorporated herein by this reference as Exhibit B), and was selected as a responsive and responsible Contractor by the District as more fully set forth below (the "Proposal");

Whereas, the Contractor is interested in and capable of performing the HVAC services (hereafter further defined as the "Services") for the District and the District desires to have the Contractor as a source of supply to perform the Services; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into this Agreement by this reference. Unless otherwise assigned a different meaning in this Agreement, defined terms in this Agreement shall have the same meaning as the defined terms in the RFP.

1.2 The parties agree that the purpose of this Agreement is that the Contractor shall fully, timely, and continuously provide the District the Services for Group C in a manner in accordance with the District's objectives set forth in the RFP and this Agreement. The contract documents consist of this Agreement, the RFP, and the Proposal. In the event of any conflict or ambiguity among these documents, the priority set forth in section 13.7.16 of the RFP is assigned.

ARTICLE II
COMMENCEMENT AND RENEWAL

2.1 See Section 2.2.15 of the RFP. The Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.

ARTICLE III
COMPENSATION

3.1 The maximum obligated amount under this Agreement shall be as set forth in Attachment B of the Proposal, subject to the provisions of the contract documents regarding any renewal term; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement except as increased by formal approved and executed supplemental agreement(s). For convenient reference, the relevant provisions of Attachment B of the Proposal is attached hereto as Exhibit C.

ARTICLE IV
TERMINATION

4.1 See Article 11 of the RFP.

ARTICLE V
MEETINGS; REPORTS; NOTICES

5.1 The parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services.

5.2 The Contractor shall provide records and information and fully cooperate (notwithstanding any Contractor claims of trade secrets, proprietary or confidential information) with the District as to all matters pertaining to any and all legal, audit, administration, and compliance requirements relating to the Services and the contract documents.

5.3 Contractor's address for notices as set forth in section 13.7.14 of the RFP is:

THERMASERVE, Inc..
Attn: President
6695 Colray Court, Building 301
Jacksonville, Florida 32258

ARTICLE VI
MISCELLANEOUS

6.1 Contractor's exceptions to the RFP set forth in its Proposal, if any, are stricken in their entirety and void except as may be specifically addressed in this Agreement.

6.2 This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written

ATTEST:

By: _____
Dr. Diana Greene, Superintendent
of Schools and Ex-Officio Secretary
to the Board

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Lori Hershey, Chairman

Form Approved:

By: _____
Office of General Counsel

Approved by Board on July 2, 2019

[Signatures continued on next page]

[Signature Page to Agreement between
The School Board of Duval County, Florida, and
THERMASERVE, Inc..
For RFP 08-19/TW Heating, Ventilation and Air Conditioning (HVAC) Services]

THERMASERVE, INC.

By: _____
Scott D. Royer, President

EXHIBIT A
The RFP

EXHIBIT B
The Proposal

Exhibit C

ATTACHMENT B
HVAC SERVICES PRICE PROPOSAL FORM

Group C

All items within this group must be bid. If an item in the group is not bid then the bid for the group will be considered non-responsive. In case of error in extension of prices, the unit price shall govern.

Item #	Price to provide all services described as Base Contract Scope.	$/Month (Use whole numbers)	$/Month x 12 = $/Year
C1	Loretto ES #30	$ 2,534	$ 30,408
C2	Phillips Warehouse #52	$ 53	$ 636
C3	DuPont MS #66	$ 3,319	$ 39,828
C4	Bartram Springs ES #161	$ 2,207	$ 26,684
C5	Kings Trail ES #231	$ 1,405	$ 16,860
C6	Wolfson HS #224 & Admin (old JSO)	$ 3,430	$ 41,160
C8	Beauclerc ES #230	$ 3,189	$ 38,268
C9	Crown Point ES #245	$ 2,750	$ 33,000
C10	Greenland Pines ES #249	$ 3,702	$ 44,424
C11	Twin Lakes ES #251	$ 2,216	$ 26,592
C12	Twin Lakes MS #253	$ 4,433	$ 53,196
C13	Mandarin Oaks ES #258	$ 5,022	$ 60,264
C14	Mandarin MS #259	$ 4,017	$ 48,204
C15	Mandarin HS #260	$ 4,464	$ 53,568
C16	Atlantic Coast HS #268	$ 5,045	$ 60,540
TGC	Total Group C	$ 47,786	$ 573,432

ATTACHMENT B
HVAC SERVICES PRICE PROPOSAL FORM

Prices for Equipment Service

(Used to add or delete equipment from Base Contract; will NOT be used to establish pricing for full school additions or deletions.)

All items within this group must be bid. If an item in the group is not bid then the bid for the group will be considered non-responsive. In case of error in extension of prices, the unit price shall govern.

Item #	Annual price to add equipment to Contract (includes all specified services.)	Unit Price	Qty	Extended Price
1	DX unit <= 5 tons, including minisplits, window units, wall hung units, split systems, rooftop, PTACs, VRV/VRF cassettes, etc	$ 200	10	$ 2,000.00
2	Split Systems, VRV/VRF condensing units > 5 tons	$ 340	1	$ 340.00
3	Rooftop units > 5 tons	$ 400	1	$ 400.00
4	AHUs > or = 10 HP; central AHUs, outdoor air units, etc	$ 440	2	$ 880.00
5	Small single classroom AHUs (less than 10 HP)	$ 350	10	$ 3,500.00
6	VAV boxes, fan terminal units	$ 60	10	$ 600.00
7	Fan coil units, unit ventilators	$ 200	5	$ 1,000.00
8	Pumps < 10 hp	$ 130	2	$ 260.00
9	Pumps > or = 10 hp	$ 220	1	$ 220.00
10	Cooling tower cells	$ 990	1	$ 990.00
11	Boilers (all sizes)	$ 1,400	1	$ 1,400.00
12	Air cooled chillers (all tonnages)	$ 3,200	1	$ 3,200.00
13	Water cooled chillers (all tonnages)	$ 3,600	1	$ 3,600.00
14	EMCS (new EMCS only, does not apply to EMCS upgrades/replacements)	$ 3,800	5	$ 19,000.00
TES	**Total for Equipment Services**			$ 37,390.00

ATTACHMENT B
HVAC SERVICES PRICE PROPOSAL FORM

Prices for Work Outside of Base Contract

Fill in all grey boxes. **If any grey boxes are left blank, bid will be considered unresponsive.** Unit prices for line items listed below will be considered the maximum rates allowed for each line item. Typically, multiple quantities of multiple line items will be required to make up a turnkey project. When asked to submit proposals for projects, Contractor is encouraged to quote rates lower than these bid rates in order to provide cost effective solutions for DCPS. Applicable Florida purchasing statues shall be followed for all purchases.

Item #	Pricing for Task Orders and Projects	Unit Price	Qty	Extended Price
	Maximum hourly sell price – No additional charges will be allowed for transit time or costs, administration, management, overhead, profit, etc.			
	Contractor's in-house personnel rates. (Do not insert NA or leave blank.)			
15	HVAC helper/apprentice level	$55.00	500	$ 27,500
16	HVAC Journeyman level mechanic	$80.00	1000	$ 80,000
17	Contactor's Site Supervisor	$85.00	200	$ 17,000
18	Contractor's Project Manager	$85.00	100	$ 8,500
	Contractor's in-house personnel rates if applicable. If Contractor does not have in-house resources for these labor categories, then insert NA. (Do not leave blank!)			
19	Electrician helper/apprentice level	$ 45.00	NA	NA
20	Electrician Journeyman level	$ 58.00	NA	NA
21	EMCS Programmer/Applications Engineer	$ 95.00	NA	NA
22	EMCS Installation Technician	$ 90.00	NA	NA
23	EMCS Start-up/Service Technican	$ 92.00	NA	NA
24	FL Registered Mechanical/Electrical Professional Engineer	$150.00	NA	NA
25	Engineering Technician	$115.00	NA	NA
26	Labor overhead and profit Price for Contractor's in-house personnel not listed above but needed to perform certain additional services. Overhead and profit shall be added to direct labor costs (without fringe benefits) to determine total labor sell price Example: employee's direct labor cost/hr X **bid multiplier** = sell price/hr $30/hr X 3 = $90/hr	2.1 Bid multiplier	$2,000	$ 4,200
27	Material and equipment overhead and profit Overhead and profit shall be added to direct material/equipment costs (direct costs may include shipping and sales taxes, if applicable) to determine to sell price Example: third-party direct material/equip cost X **bid multiplier** = material sell price $10,000 X 1.1 = $11,000	1.25 Bid multiplier	$200,000	$ 250,000
28	Subcontractor overhead and profit Subcontractor overhead and profit shall be added to any subcontracted costs to determine total sell price. Subcontractors may include rigging, electrical, EMCS, sheet metal, insulation, engineering services, etc. Example: subcontractor cost X **bid multiplier** = subcontractor sell price $10,000 X 1.1 = $11,000	1.2 Bid multiplier	$500,000	$ 600,000
TTOAP	**Total – Task Orders and Projects**			$ 987,200
	For Evaluation of Group A Price Section: TGA + TES + TTOAP =			$ N/A
	For Evaluation of Group B Price Section: TGB + TES + TTOAP =			$ N/A
	For Evaluation of Group C Price Section: TGC + TES + TTOAP =			$1,598,022
	For Evaluation of Group D Price Section: TGD + TES + TTOAP =			$ N/A

CONTRACTOR NAME: ThermaServe, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Scott D. Royer

SIGNATURE OF AUTHORIZED REPRESENTATIVE: [signature]

TITLE: President **DATE:** 4-24-19

Alteration of this document in any way may render the respondent's proposal invalid

ThermaServe

6695 Colray Court, Bldg. 301
Jacksonville, FL 32258
Phone 904-260-8002 Fax 904-260-8004

November 22, 2019

Jim Lange
Contracts Administration Coordinator
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208
904-630-4070 ph
904-630-5415 fax

Subject: RFP 08-19/TW Heating, Ventilation and Air Conditioning (HVAC) Services

Mr. Lange,

You have our consent to provide the City of Jacksonville the same terms and prices provided under Contract RFP 08-19/TW, with Duval County Public Schools for the period from July 1, 2019 through June 30, 2021.

If you have any questions or concerns please don't hesitate to contact me.

Sincerely,

Steve Valdes

Steve Valdes
Account Manager
904-553-8332
svaldes@thermaserve.com

THERINC-01 SESSER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

APPROVED By WVerdejo at 4:41 pm, Nov 21, 2019

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

CONTACT NAME: Sue Esser
PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722
E-MAIL ADDRESS: SEsser@cwpowellins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BITCO National Insurance Company	20103
INSURER B: BITCO General Insurance Corporation	20095
INSURER C: FCCI Insurance Company	10178
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ThermaServe Inc.
6695 Colray Court, Suite 301
Jacksonville, FL 32258

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X	X	CLP3685512	7/12/2019	7/12/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO	X	X	CAP3685514	7/12/2019	7/12/2020	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
							PIP	$	10,000
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	CUP2817346	7/12/2019	7/12/2020	AGGREGATE	$	5,000,000
	DED X RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A		X	001-WC19A-73328	2/24/2019	2/24/2020	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Installation Floater			CLP3685512	7/12/2019	7/12/2020	Ded: $2500 & 2% Wind		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: DCPS Heating, Ventilation and HVAC Services
City of Jacksonville, its members, officials, officers, employees and agents are named as additional insured on General Liability and Automobile Liability as required by written agreement. Coverages are primary and noncontributory. A waiver of Subrogation in favor of the City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability, Auto Liability, and Workers Compensation as required by written agreement. 30 Day notice of cancellation to the City of Jacksonville applies on General Liability, Auto Liability and Workers Compensation as required by written agreement. City of Jacksonville, its members, officials, officers, employees and agents are named as loss payee on the installation floater.

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT A
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of all work under the Contract.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent

manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

ATTACHMENT B
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.