

9942

**AGREEMENT  
UTILIZING CLAY COUNTY BID #14-MA-305  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
THERMASERVE, INC.  
FOR  
MAINTENANCE OF THE CARRIER/HANBELL CHILLER**

**THIS AGREEMENT** is made and entered into in duplicate this 29 day of January, 2014 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and THERMASERVE, INC. (hereinafter the "Contractor"), a Florida profit corporation with principal office at 6676 Columbia Park Drive South, Jacksonville, Florida 32258, for the comprehensive and annual maintenance of the Carrier/Hanbell chiller (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, effective September 19, 2013, Clay County entered into Bid Contract Number 14-MA-305 (hereinafter the "Clay County Contract") with various providers of air conditioning maintenance services, including Contractor; and

**WHEREAS**, said Clay County Contract is in full force and effect and has been competitively procured and awarded by Clay County as contracting authority according to law; and

**WHEREAS**, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows CITY to use *inter alia* contracts of other local governmental entities, including Clay County, which have been competitively procured and awarded; and

**WHEREAS**, the Clay County Contract is broad enough to include the Project and Contractor has agreed to allow the CITY to use its Clay County Contract; and

**WHEREAS**, it is in the best interests of the parties to use the Clay County Contract for the Project and to add those contractual provisions the CITY is required to use by ordinance or policy; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

**ARTICLE 1: Incorporation of Recitals:**

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

**ARTICLE 2: Engagement of Contractor:**

CITY hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing maintenance services to CITY for the Project at the prices set forth in **Attachment A** for the Project, as described in and according to the provisions of the Clay County Contract and its exhibits, service descriptions, and quotations made thereunder (hereinafter the "Services"), identified and listed on **Composite Exhibit 1** and, by this reference, made a part hereof and incorporated herein, and in accordance with the other provisions required by law, ordinance, or policy for the CITY contained in this Agreement. Said **Composite Exhibit 1** is on file in the CITY's Office of General Counsel, 117 West Duval Street, Suite 480, Jacksonville, FL 32202. With respect to the Project, the provisions, terms, and condition of the Clay County Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Clay County Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

**ARTICLE 3: Coordination and Services Provided by CITY:**

CITY shall designate for the Services received a Project Coordinator who will, on behalf of the CITY, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate all Project-related activities

with the designated Project Coordinator. The CITY's Project Coordinator shall be: Robbie Tiedeman, Facilities Manager, Public Buildings Division (Telephone: 904-630-5406; FAX: 904-630-5415; Email: Tiedeman@coj.net).

**ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:**

The term of this Agreement shall commence on November 15, 2013, and end on August 15, 2015, with three (3) additional one (1) year renewal options upon the mutual agreement of the parties unless sooner terminated as provided in **Composite Exhibit 1**. During said period of time, the Services provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.

**ARTICLE 5: Payments for Services of Contractor:**

5.1. Except as provided in Section 5.2 hereof, the CITY will compensate Contractor for the Services hereunder in accordance with purchase orders issued on a project by project basis and used by the City of Jacksonville Procurement Division; *provided however*, payment invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by the City's Project Coordinator.

5.2. Notwithstanding any contrary provision in **Composite Exhibit 1**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for the Services sold by Contractor pursuant to this Agreement shall not exceed the sum of Forty-four Thousand Four Hundred Four and 00/100 USD (\$44,404.00).

**ARTICLE 6: Notice:**

In addition to the notice requirement in **Composite Exhibit 1**, notice to the CITY under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Robbie Tiedeman  
555 West 44<sup>th</sup> Street  
Jacksonville Florida 32208

Gregory Pease  
214 North Hogan Street  
Jacksonville, Florida 32202

**ARTICLE 7: Laws, Ordinances, Rules, and Regulations:**

As required by Section 126.108(b), *Ordinance Code*, in the sale of the Services, the Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law) as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section 7 shall be incorporated into and become a part of the subcontract.

**ARTICLE 8: Conflict of Interest:**

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the CITY, to the extent the parties are aware of the same.

**ARTICLE 9: Prompt Payment:**

As required by Chapter 126, Part 6, *Ordinance Code*, notwithstanding any contrary provisions in **Composite Exhibit 1**, the CITY's prompt payment provisions shall be as follows:

9.1 *Generally*. When Contractor receives payment from the CITY for labor, services, or materials furnished by subconsultants or subcontractors and suppliers hired by the Contractor, the Contractor shall remit payment due (less proper retainage) to those subconsultants, subcontractors, and suppliers within fifteen (15) calendar days after the Contractor's receipt of payment from the CITY. Nothing herein shall prohibit the Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subconsultants, subcontractors, and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after the Contractor has provided notice to the CITY and to the subconsultant, subcontractor, and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute;

(iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to the CITY and said subconsultant, subcontractor, or supplier within ten (10) calendar days after Contractor's receipt of payment from the CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

9.2. *Jacksonville Small Emerging Business Enterprise ("JSEB") and Minority Business Enterprise ("MBE") Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, Contractor shall pay all contracts awarded with certified JSEB's and MBE's, as defined therein, their pro rata share of their earned portion of the progress payments made by the CITY under this Agreement within seven (7) business days after Contractor's receipt of payment from the CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, the Contractor shall provide to the CITY with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB's or MBE's from all prior payments Contractor has received from the CITY. Contractor shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEB's or MBE's, which payment has been made by the CITY to Contractor, the Contractor shall return said payment to the CITY. Contractor shall provide notice to the CITY and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to the CITY and said JSEB's or MBE's within five (5) calendar days after Contractor's receipt of payment from the CITY. Contractor shall pay all undisputed amounts due within the time limits imposed in this Section 9. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by the CITY, not as a penalty but as liquidated damages to compensate for the

additional contract administration by the CITY.

9.3. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between the CITY and any subconsultant, subcontractor, supplier, JSEB, or MBE or any third party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of CONSULTANT's contractual obligations to the CITY. As a result of said breach, the CITY, without waiving any other available remedy it may have against Contractor, may (i) issue joint checks and (ii) charge Contractor a 0.2% daily late payment interest charge or charges specified in said Chapter 126 of the Code for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

**ARTICLE 10: Non Discrimination:**

As required by Section 126.404, *Ordinance Code*, the Contractor represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. The Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non discrimination provisions of this Agreement; *provided however*, that the Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The Contractor agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

**ARTICLE 11: Counterparts:**

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile (“fax”) transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE:

By James R. McCain, Jr. Corporation Secretary  
Alvin Brown Mayor



In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

[Signature] 11/24/13  
Director of Finance  
9942 BT

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

Karen Bowling  
Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2013-04

ATTEST:

THERMASERVE, INC.

By Steve Valdes  
Signature  
Steve Valdes  
Type/Print Name  
Account Manager  
Title

By Scott D. Royer  
Signature  
Scott D. Royer  
Type/Print Name  
President  
Title

Company Name: \_\_\_\_\_



SCHOOL BOARD OF CLAY COUNTY  
INVITATION TO BID  
BIDDER ACKNOWLEDGMENT

SUBMIT BID TO: SCHOOL BOARD OF CLAY COUNTY  
814 WALNUT STREET  
GREEN COVE SPRINGS, FLORIDA 32043  
ATTN: PURCHASING DEPARTMENT  
PHONE NUMBER (904) 529-2604

SEALED BID - PAGE 1 THROUGH 24 SHALL BE RECEIVED AT THE OFFICE OF THE  
SUPERINTENDENT OF SCHOOLS UNTIL THURSDAY, JULY 18, 2013 at 11:00 A.M. AND MAY NOT  
BE WITHDRAWN WITHIN 60 DAYS AFTER SUCH DATE AND TIME.

AGENCY MAILING DATE: JUNE 6, 2013

BID TITLE: #14-MA-305 CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE

\*\*\*\*\*

VENDOR NAME & ADDRESS:

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE (MANUAL): \_\_\_\_\_

AUTHORIZED SIGNATURE/TITLE (TYPED): \_\_\_\_\_

SEALED BID: All bid sheets, requested documents, and this form shall be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope.) The face of the envelope shall contain, in addition to the address, the date and time of the bid opening. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

NO BID- I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

- |  |   |
|--|---|
| 1. Insufficient time to respond                | 6. Could not meet Insurance requirements            |
| 2. Specifications were unclear or restrictive  | 7. We do not offer the product or service requested |
| 3. Could not meet bonding requirements         | 8. Remove our company name from this bid            |
| 4. Our schedule shall not permit us to respond | 9. Keep our company on the bid list for future bids |
| 5. Could not meet specifications               | 10. Other   |

## COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

### GENERAL CONDITIONS

**COMPETITIVE SOLICITATION:** For the purpose of this document "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies, regardless of the method of procurement. The terms sealed bid, proposal, or reply may be used interchangeably throughout this document.

**EXECUTION OF BID:** Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida ("School Board") and enter information only in the spaces where a response is requested. Failure to do so may cause bid to be rejected. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Bid shall contain a manual signature of an authorized representative in the space provided. Bid shall be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to their bid prices shall be initialed. An officer or employee having authority to legally bind the company or firm shall sign the bid in ink and the company name should appear on each page of the bid. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the product or service fully complies with the specifications, terms and conditions herein.

**NO BID:** If not submitting a bid, respond by returning only the bidder acknowledgement form, marking it "NO BID", and explain the reason in the space provided. Failure to respond without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder shall submit a "NO BID", and it shall be received no later than the stated bid opening date and hour.

**BID OPENING:** All bids shall be received no later than the date and time specified on the document. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. NOTE: Bid tabulations shall be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations may not be provided by telephone.

**QUANTITIES SPECIFIED:** The School Board reserves the right to increase or decrease the quantity of any of the items, products, goods or services included in this bid.

**PRICES, TERMS AND PAYMENT:** Prices bid shall be firm and include all packing, handling, shipping charges and delivery to any point within the School District. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the School Board Administration Offices, whichever is later.

**TAXES:** The School Board is exempt from paying Federal Excise or Sales taxes. See exemption number on face of purchase order. A tax-exempt certificate is available upon request.

**MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so shall be at bidder's risk. In case of mistake in extension, the unit price shall govern.

**SAFETY STANDARDS:** Unless otherwise stipulated in the bid, the bidder certifies that all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards hereunder. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the bidder.

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Company Name: \_\_\_\_\_

**RIGHT TO KNOW:** The Manufacturer, Importer or Distributor of a toxic substance shall provide all Material Safety Data Sheets with their bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

**CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**DELIVERY:** All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the vendor retains the sole insurable interest in the goods. The School Board shall not accept collect freight charges. Time of delivery is an important consideration for the School Board in making the award. The School Board reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the vendor's expense.

**INVOICING AND PAYMENT:** Contractor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the School Board at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Local Government Prompt Payment Act. An original invoice referencing a School Board purchase order number shall be submitted for payment. Failure to follow these instructions may result in delay in processing invoices for payment.

**MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate the manufacturer's name and product number on the bid form. Bidder shall submit cuts, sketches and descriptive literature and/or complete specifications with their bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The School Board reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the School Board unless evidenced by a Change Notice issued and signed by authorized School Board representative.

**AWARDS:** The School Board reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received as the best interest of the School Board may require. When it is determined there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

Upon award of this bid, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this Invitation to Bid is cautioned not to provide goods and services to any School Board site or to any School Board employee prior to receiving a purchase order issued by the School Boards Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The School Board is not obligated to pay invoices for the provision of goods or services for which the School Boards Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the School Board.

**TIED BID:** In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S.. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the

## COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

\_\_\_\_\_ tied bid shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Director of Purchasing who shall designate the calling of heads or tails.

**SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this bid shall be warranted by the vendor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the School Board with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the School Board.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample shall be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with the Purchasing Department for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and shall be received within thirty (30) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by a School Board representative.

**NON-CONFORMANCE TO CONTRACT CONDITIONS:** Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Delivery of non-conforming items or failure to deliver items by the delivery date set forth in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor.

Any violation of these stipulations may also result in:

- a) Supplier's name being removed from the School Board vendor mailing list;  
And/or
- b) All schools and departments being advised not to do business with the supplier without written approval from the Purchasing Department until such time as the supplier reimburses the School Board for all re-procurement costs and advises the Purchasing Department of corrective action taken to preclude recurrence of such failure to perform.

**INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance shall be at final destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the School Board, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist them in the expeditious handling of damage claims the School Board shall:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (Visible and/or Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

**FACILITIES:** The School Board reserves the right to inspect the bidder's facilities at any time with prior notice.

## COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**DISPUTES:** Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of receipt of bid solicitation or posting of the bid tabulation with recommendation and shall file a formal written protest within ten days following the filing of Notice of Protest. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes.

Bid Tabulation / Recommendation of Award shall be posted online at [http://www.clay.k12.fl.us/active\\_bids.htm](http://www.clay.k12.fl.us/active_bids.htm) with the hard copy posted at 900 Walnut Street in Green Cove Springs, Florida on the 1<sup>st</sup> floor after the intended recommendation is announced on or about August 1, 2013. This tabulation shall remain posted for a minimum period of 96 hours.

**CANCELLATION/TERMINATION:** In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the School Board as per specifications, the Director of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the School Board for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give the School Board the right to cancel this contract, but failure by the School Board to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The School Board may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against the School Board damages resulting from said cancellation.

**GOVERNING LAWS AND VENUE:** This Bid and all transactions contemplated by this Bid shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regard to this Bid shall be in Clay County, Florida.

**CONFIDENTIALITY:** Bidders should be aware that all submittals provided with this bid are subject to public disclosure and shall not be afforded confidentiality with the exception of financial statements.

**USE OF OTHER CONTRACTS:** The School Board reserves the right to utilize other district contracts, State of Florida Contracts, contracts of any other public entity in the State of Florida or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 in lieu of any offer received or award made as a result of this bid, if it is in the best interest of the School Board. Not all items cataloged by the successful bidder shall be purchased under the ensuing contract. Some products services purchased may be made from other sources as required by law or regulation. For example, purchases from State Contract Vendors, Florida Association of Rehabilitation Facilities (RESPECT) or Florida Prison Industries (PRIDE). For more detailed information on state contracts, or items marketed by RESPECT or PRIDE, contact the issuing office of this ITB.

**LOBBY:** Bidders are hereby advised that they shall not lobby with any School District personnel or School Board Members regarding this bid. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said bid.

## COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**ETHICS:** All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

**JESSICA LUNSFORD ACT:** In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a School Board fingerprinting clearance card prior to entry upon School Board property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the School Board. Refer to the School Boards web site at [www.clay.k12.fl.us](http://www.clay.k12.fl.us) and click onto Jessica Lunsford Act to learn more about this law and for information on when and how to obtain fingerprinting.

**BIDDER'S EMPLOYEE RESPONSIBILITY:** All employees of the successful bidder shall be considered to be at all times the sole employees of the Contractor under their sole direction and not employees or agents of the School Board. Bidders shall supply competent employees:

- The School Board, as determined by a Principal or School Board Representative, may require the bidder to remove an employee it deems to be careless, incompetent, insubordinate or who uses foul or abusive language presents an offensive appearance or is otherwise objectionable and whose presence on School Board property is not in the best interest of the School Board.
- When applicable, bidder and all their employees are required to sign in and out at the main office or other designated places upon arrival and departure of job site. All subcontractors are also required to follow this procedure and the bidder is responsible for insuring compliance. Bidder's employees and subcontractors shall be identified (i.e. company shirt with logo, company ID badge, etc).
- Radios or other audio items are not to be used on School Board property.
- Smoking is prohibited on School Board property.

**GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The School Board reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the School Board.

**PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5):** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

**PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the School Board and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period due to market changes shall be passed on to the School Board. This shall also apply to all in-place equipment on a rent or lease plan.

**EXTENSION:** The School Board reserves the option to extend the period of this contract, or any portion thereof, for additional contract periods. Extension of the contract periods shall be by mutual agreement in writing.

**LIABILITY:** The supplier shall hold and save the School Board, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the bid and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

**ACCESS TO RECORDS:** (34 CFR 80.36 (i)(10): All vendors, contractors and subcontractors shall give access to the School Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

**RECORDS RETENTION:** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors shall retain all records pertaining to this bid/contract for three (3) years after the School Board makes final payments and all other pending matters are closed.

**CLEAR AIR ACT** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

**ENERGY EFFICIENCY** (34 CFR 80.36(i)(13): All vendors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

**EQUAL EMPLOYMENT OPPORTUNITY** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

**COPELAND "ANTI-KICKBACK" ACT** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).

**DAVIS-BACON ACT** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

**CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN:** By submitting a bid any Company/Contractor/Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Vendor submitted a false certification any contract resulting from this bid may be immediately terminated in accordance with s.287.135 Florida Statute.

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**INDEMNIFICATION:** Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board, an/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board, for any negligence on the part of the School Board, its agents or employees.

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

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE SCHOOL BOARD OF CLAY COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT SHALL AFFIX THEIR SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

\_\_\_\_\_  
Authorized Representative of the School Board of Clay County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**THE ATTACHED MANDATED FORMS SHALL BE COMPLETED AND SIGNED BEFORE THIS BID SHALL BE CONSIDERED FOR AWARD:**

REQUIRED FORMS (ATTACHED AND DESCRIBED BELOW) - PLEASE EXECUTE AND INCLUDE WITH PROPOSAL

- 1-CERTIFICATION REGARDING NON-DISCRIMINATING
- 2-CERTIFICATION REGARDING LOBBYING
- 3-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 4-DRUG-FREE WORKPLACE CERTIFICATION

PLEASE NOTE THE FOLLOWING PUBLIC ENTITY CRIME STATEMENT:

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 PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT 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 A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATION: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

IF APPLICABLE, IT SHOULD BE NOTED THAT THE PROGRAM/PROJECT REQUIRING THE SOLICITATION OF THIS BID IS BEING FUNDED BY THE PERCENTAGE OF FEDERAL FUNDS LISTED BELOW:

\_\_\_\_\_%

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**CERTIFICATION REGARDING NON-DISCRIMINATING**

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF VENDOR

\_\_\_\_\_  
DATE

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF VENDOR

\_\_\_\_\_  
DATE

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110.

1. THE BIDDER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR 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 INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT.

D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT; AND

2. WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENT IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS BID PACKAGE.

AS DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATION.

NAME OF BIDDER \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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 that five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement. I certify that this firm complies fully with the above requirements.

COMPANY NAME \_\_\_\_\_

VENDOR'S SIGNATURE \_\_\_\_\_

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**  
*(To be completed by each Bidder)*

Name of bidder: \_\_\_\_\_

Identify the state in which the bidder has their principal place of business: \_\_\_\_\_

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business: \_\_\_\_\_

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**  
*(To be completed by the Attorney for any Out-of-State Bidder)*

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**  
*(Please Select One)*

\_\_\_\_ The bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_ The bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]: \_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**  
*(Please Select One)*

\_\_\_\_ The bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contract to business entities who principal places of business are in the political subdivision.

\_\_\_\_ The bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant a preference(s)** in the letting of any or all public contract to business entities who principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: \_\_\_\_\_

Signature of out-of-state bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: (\_\_\_\_) \_\_\_\_\_

E-mail address of out-of-state attorney: \_\_\_\_\_

Attorney's states of bar admission: \_\_\_\_\_

## COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**  
**BID # 14-MA-305**  
**SPECIAL CONDITIONS**

### 1.0 INTENT

- 1.1 The intention of this Invitation To Bid (ITB) is to solicit bids for quarterly and comprehensive annual maintenance service inspections and, if required, the maintenance and repair of chiller units and related items for the School Board. ~~Period of service shall start on August 16, 2013 through August 15, 2015. The School Board reserves the right to renew this contract for three (3) additional one year periods upon mutual agreement, in writing.~~
- 1.2 Sealed bids shall be received by the Purchasing Department, until 11:00 A.M., JULY 18, 2013. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.
- 1.3 To be considered responsive, Contractor shall respond to all Unit Pricing per Group in Sections 1 and 2 and submit on the Bid Tender Form. Prices bid shall be firm and include all labor, materials and equipment.
- 1.4 The School Board shall award to the lowest most responsive qualified Contractor(s). Award shall be based on of the Grand Total of each Groups pricing in Section 1, however pricing for Section 2 shall be reviewed to ensure competitiveness. Bids that reflect unreasonable pricing for any unit pricing are subject to rejection.
- 1.5 For the purposes of calculating the amount of a protest bond, this contract is valued at approximately \$140,000.00 in total for the contract term, excluding renewal options. This only an estimate and actual volume could vary up or down. The School Board shall not be held responsible if actual purchases are less than this amount. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract with affecting the bid pricing and terms.
- 1.6 Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid, have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined in discretion by the proper authorities of the School Board
- 1.7 Prior to bid submittal Contractor may request to visit school sites for an on-site chiller inspection. To schedule an on site visit contact Sandy Grant at 904-529-4945(office)/904-591-5588(cell) or John Merrill at 904-529-4939(office)/904-591-1466(cell) to schedule an appointment before July 11, 2013.

### 2.0 CONTRACTOR QUALIFICATIONS

- 2.1 Contractor shall only utilize personnel that are factory authorized, and have a minimum of five years experience, in performing maintenance and repairs on the type of equipment they will be working on. They must also be able to provide and maintain current technical data, diagnostic tools and have access to all change notifications pertaining to the specific type of chiller awarded. Documentation from Trane, York, Carrier, or McQuay, as applicable, identifying Contractor personnel as having these qualifications shall be part of the bid submittal. Failure to provide this material may result in rejection of the bid.

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

**BID # 14-MA-305**

**SPECIAL CONDITIONS**

2.2 Contractor shall comply with all Federal, State and local laws/guidelines, ordinances, rules and regulations that in any manner affect the work. Unfamiliarity or misinterpretation of these laws, ordinances, rules and regulations shall in no way relieve the Contractors from any applicable responsibilities.

**3.0 INSURANCE**

The successful bidder shall furnish to School Board Purchasing Department, prior to commencement of work under this contract, certificate(s) of insurance clearly indicating insurance coverage required below have been obtained:

**CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE:** Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. The awarded Contractor SHALL ensure that any sub-contractor they use maintain the same level of insurance coverage. Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. Insurance certificate(s) reflecting the required coverage's shall be submitted to the School Board (Attn: Purchasing Department) prior to any work being performed under this Contract. These insurance certificate(s) shall be submitted directly from vendor's Insurance Agent and Mark All Certificates Attn: Nancy Racine, Director of Purchasing as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list Clay County School Board as Additional Insured with regards to Bid # 14-MA-305.

**COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:** Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>	<u>Personal Injury</u>
- Each Occurrence \$1,000,000.00	- Each Occurrence \$1,000,000.00	- Annual Aggregate \$1,000,000.00
- Annual Aggregate \$2,000,000.00	- Annual Aggregate \$2,000,000.00	
- Completed Operations and Products Liability shall be maintained for one (1) year after final payment		

**WORKERS' COMPENSATION INSURANCE:** Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of their employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

<u>State</u>	<u>Employer's Liability</u>
- Statutory	- Per Accident \$100,000.00
	- Disease, Policy Limit \$500,000.00 - Disease, Each Employee \$100,000.00

**AUTOMOBILE INSURANCE:** Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>
- Each Person \$1,000,000.00	- Each Occurrence \$1,000,000.00
- Each Occurrence \$1,000,000.00	
- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000)	

**NO PAYMENTS will be made until Insurance Certificate is received by The Purchasing Department.**

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**  
**BID # 14-MA-305**  
**SPECIAL CONDITIONS**

**NOTE:** The successful vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful vendors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor obligations cannot be delegated.

Bids shall be submitted on the enclosed **BID SPECIFICATIONS/BID TENDER FORM**. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, shall constitute grounds for rejection of a bid. Any such modifications or alterations that a contractor wishes to propose shall be clearly stated in the contractor's proposal response and presented in the form of an addendum to the original bid documents. Prior to submitting a bid, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included.

Sealed bids shall be received by the Purchasing Department, until **11:00 A.M., JULY 18, 2013**. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.

Questions on Bid Document shall be in writing to Nancy Racine, Director of Purchasing and sent via email to [nracine@oneclay.net](mailto:nracine@oneclay.net).

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this bid shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the SCHOOL BOARD evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder's may be disqualified who solicit or receive (even if unsolicited) additional information regarding the bid by any other means than process described herein.

Do you accept payment via credit card? YES \_\_\_ NO \_\_\_     OTHER \_\_\_\_\_  
 If yes, is there a charge to the School Board? YES \_\_\_ NO \_\_\_

**AUTHORIZED SIGNATURE OF CONTRACTOR**

**DATE**

**SIGNATURE REQUIRED CHECKLIST:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> INVITATION TO BID (Page 1)   | <input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 18) |
| <input checked="" type="checkbox"/> CERTIFICATION REGARDING NON-DISCRIMINATING (Page 10)   | <input checked="" type="checkbox"/> BID TENDER FORM (Page 24)    |
| <input checked="" type="checkbox"/> CERTIFICATION REGARDING LOBBYING (Page 11)   |  |
| <input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Page 12) |  |
| <input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 13)  |  |
| <input checked="" type="checkbox"/> BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS (Page 14)                                    |  |

**SUBMITTAL REQUIRED CHECKLIST:**

- Documents shall be submitted with Bid  
 Verifications of Personnel Qualification

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

**BID #14-MA-305**

**BID SPECIFICATIONS**

**4.0 SCOPE OF SERVICE**

4.1 The Contractor shall furnish, and deliver as required, all necessary labor, materials, equipment and transportation to provide three (3) quarterly and one comprehensive annual preventive maintenance service inspections for Trane, York, Carrier, and McQuay chillers listed in Attachment A. Any follow-up maintenance work shall be by separate proposal and shall be approved, and billed, separately in accordance with the listed hourly rate and parts multiplier. No work shall be subcontracted unless approved by School Board designated representative. Completed inspection report **must** accompany, and be referenced on the respective invoice for payment to be processed. Invoice **shall not** be processed until the completed report has been received.

4.2 Working Hours – All work shall be done during normal working hours (Monday – Friday 8:00am – 3:00pm) and shall minimize disruption of normal school operations. All personnel shall check in with the front office, and present their School Board fingerprinting clearance identification card prior to proceeding on campus. Shut down of any equipment which would leave the school without cooling shall be coordinated with the School Board designated contact. Comprehensive annual inspections shall be scheduled in advance with School Board designated representative.

4.3 Quarterly Operational Preventive Maintenance Service Inspection – The Contractor shall perform three (3) quarterly operational preventive maintenance service inspections per year, and provide a written report for each chiller serviced. The Contractor shall follow the guidelines set forth in ASHRAE Standard 180 and use the most current manufacturer's recommended procedures when performing this inspection. A copy of this inspection checklist shall be provided to School Board designated representative. At a minimum, the following items, as applicable, are to be completed during this inspection:

- General site inspection and observe current operation of the unit
- Inspect for refrigerant and oil leaks
- Log the operating temperatures, pressures, voltages and amperages of the equipment
- Perform operational checks of the main starter and control circuits
- Check, and tighten, electrical connections as required
- Check relays, operating and safety controls
- Check operation of the lubrication system
- Check compressor operation
- Check operation of condensing unit fans and cleanliness of condenser coils (air cooled chillers)
- Run system diagnostics/history report, if available, and determine trends
- Provide a written report of completed work, operation log, specify any deficiencies noted and recommend corrective action

4.4 Comprehensive Annual Preventive Maintenance Service Inspection - The Contractor shall perform one comprehensive annual preventive maintenance service inspection per year, and provide a written report for each chiller serviced. The Contractor shall follow the guidelines set forth in ASHRAE Standard 180 and use the most current manufacturer's recommended procedures when performing this inspection. A copy of this inspection checklist shall be provided to School Board Maintenance. At a minimum, the following items, as applicable are to be completed during this inspection:

## COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**  
**BID # 14-MA-305**  
**BID SPECIFICATIONS**

### Centrifugal Chillers

- General site inspection and observe current operation of the unit
- Perform leak test and note any discrepancies
- Check and calibrate safety controls as per manufacturer's recommendation
- Check starter as required by manufacturer including, but not limited to:
  - Check condition of starter contacts (for wear and pitting)
  - Check starter overload devices and settings as applicable
  - Tighten starter contacts and motor terminal connections
- Take oil samples and have analyzed by a professional laboratory specializing in analysis of refrigerant equipment oil samples
- Change oil and oil filter (as recommend by manufacturer)
- Check operation of vane position
- Inspect, test purge unit and change purge filter. Record date on filter
- Remove head end and mechanically brush tubes, use new gasket when replacing head
- Restore unit to operation
- Perform service on purge system per manufacturer's recommendation
- Perform log of equipment
- Perform minor adjustments as required
- Perform additional maintenance as recommended by manufacturer
- Provide a written report of completed work, operation log, specify any deficiencies noted and recommend corrective action

### Reciprocating/Scroll/Screw Chillers

- General site inspection and observe current operation of the unit
- Perform leak test and note any discrepancies
- Check control CPU
- Check and calibrate safety controls as per manufacturer's recommendation
- Megohm compressor and oil pump motor. Record findings, including grounding and amp readings
- Check and tighten all electrical terminals and check contacts for wear
- Check oil level in compressor and add as required
- Tighten motor terminals and control panel terminals
- Check crankcase heater
- Check external interlocks, flow switches, pumps and fans
- Take oil samples and have analyzed by a professional laboratory specializing in analysis of refrigerant equipment oil samples
- Air cooled items:
  - Inspect and lubricate condenser fans as required
  - Wash condenser coils and inspect for damage – do not acid wash coils
- Water cooled items:
  - Brush condenser tubes
  - Use new gasket when replacing head
- Check operation of slide position or un-loaders.

## COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

### CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE

BID # 14-MA-305

### BID SPECIFICATIONS

- Change oil and refrigerant filters (if equipped). Record date on filters
- Restore unit to operation
- Perform log of equipment
- Perform minor adjustments as required
- Perform additional maintenance as recommended by manufacturer
- Provide a written report of completed work, operation log, specify any deficiencies noted and recommend corrective action

4.5 Maintenance and Repair – This contract may be utilized for routine maintenance and repair of chillers listed in Attachment A, however, School Board reserves the right to self-perform the work, or obtain additional quotes for repair work if desired. The Contractor must provide, in writing and as part of the required report due following quarterly and annual preventative maintenance service inspections, suggested maintenance and/or repair recommendations as necessary. Any maintenance repair work which is presented to School Board must be approved by the School Board designated representative prior to work being completed by the Contractor. Any approved maintenance/repairs shall have at a minimum a one (1) year warranty, or manufacturer warranty; whichever is greater, for parts, labor, and refrigerant.

- a. All labor hours shall be per the flat rate the Contractor states on the Pricing/Delivery Information sheet(s). The stated rates shall be billed by category on the bid tender form.
- b. All materials and equipment furnished under this contract will be new unless otherwise specified, and all work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. If required by School Board, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.
- c. All parts charges shall be as per a multiplier to the current list price column of the manufacturer's price list. For example, a multiplier of 75% indicates a 25% discount; a multiplier of 110% indicates a 10% premium. The contractor is to bill using the most current price list, list price plus or minus the multiplier, and attach to the invoice a copy of the current price list.

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COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**  
**BID #14-MA-305**  
**BID TENDER FORM**

Preventive Maintenance Service Inspection Pricing: Bid may be award to multiple Contractors. To be considered responsive, Contractor shall respond to all Unit Pricing in Section 1 per individual Group and Section 2. Unit Pricing in Section 1 per individual Group shall include all labor, materials and equipment, as requested below in order to provide service county-wide. Base pricing is for three (3) quarterly operational preventive maintenance service inspections and one comprehensive annual preventive maintenance service per school, to be billed on a quarterly basis following each inspection. The School Board shall award to the lowest most responsive qualified Contractor(s) based on the Individual Group, Grade Total of Section 1. All unit pricing for all Sections 1 & 2 shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing for any item are subject to rejection. School Board reserves the right to add or delete schools/chillers as a result of facilities modifications.

**SECTION 1**

**GROUP A – TRANE CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Argyle Elementary (AES) 2625 Spencer Plantation Blvd Orange Park, FL 32073	
Coppergate Elementary (CGE) 2250 CR 209N Middleburg, FL 32068	
Clay Hill Elementary (CHE) 6345 CR 218 Jacksonville, FL 32234	
Fleming Island High (FIH) 2233 Village Square Pkwy Fleming Island, FL 32003	
Lake Asbury Elementary (LAE) 2901 Sandridge Rd Green Cove Springs, FL 32043	
Lake Asbury Junior High (LAJH) 2851 Sandridge Rd Green Cove Springs, FL 32043	
Middleburg High (MHS) 3750 CR 220 Middleburg, FL 32068	
Oakleaf Junior High (OLJH) 4085 Plantation Oaks Blvd Orange Park, FL 32065	
Plantation Oaks Elementary (POE) 4150 Plantation Oaks Blvd Orange Park, FL 32065	
Rideout Elementary (ROE) 3065 Apalachicola Blvd Middleburg, FL 32068	
Swimming Pen Creek Elementary (SPC) 1630 Woodpecker Lane Middleburg, FL 32068	
<b>GRAND TOTAL GROUP A:</b>	

**COMPOSITE EXHIBIT "1"**

Company Name: \_\_\_\_\_

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

**BID #14-MA-305**  
**BID TENDER FORM**

**GROUP B – McQUAY CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Oakleaf High (OHS) 4035 Plantation Oaks Blvd Orange Park, FL 32065	
Oakleaf Village Elementary (OVE) 410 Oakleaf Village Pkwy Orange Park, FL 32065	
Shadowlawn Elementary (SLE) 2945 CR 218 Green Cove Springs, FL 32043	
<b>GRAND TOTAL GROUP B:</b>	

**GROUP C – YORK CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Ridgeview High (RHS) 466 Madison Ave Orange Park, FL 32065	
Ridgeview Elementary (RVE) 421 Jefferson Ave Orange Park, FL 32065	
<b>GRAND TOTAL GROUP C:</b>	

**GROUP D – CARRIER CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Thunderbolt Elementary (TBE) 2020 Thunderbolt Rd Fleming Island, FL 32003	
W E Cherry Elementary (WEC) 420 Edson Dr Orange Park, FL 32073	
<b>GRAND TOTAL GROUP D:</b>	

**COMPOSITE EXHIBIT "1"**

Company Name: \_\_\_\_\_

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

**BID #14-MA-305**

**BID TENDER FORM**

**SECTION 2**

**Maintenance and Repair Pricing:** Pricing is to be based on the estimated total annual cost of service to be performed in addition to the quarterly and annual preventive service inspections. This is not a guaranteed level of service. Actual required maintenance and repair services may be less, or more, than the values projected.

**MAINTENANCE AND REPAIR**

	Labor	Estimated Hrs.	\$ per Hour	Total Cost
1.	Labor – Straight Time Hours	200		
2.	Labor – Overtime Hours	50		

	Parts	Estimated Cost	Multiplier	Total Cost
3.	Repair Parts	\$150,000		

	Additional Services	# of Chillers	\$ per Chiller	Total Cost
4.	Vibration Analysis	10		
5.	Eddy Current Testing	10		

<b>GRAND TOTAL ITEMS 1 – 5:</b>				
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Extend discount to other Government Entities in the State of Florida YES \_\_\_ NO \_\_\_

Extend discount to other Government Entities in Clay County, Florida YES \_\_\_ NO \_\_\_

**NOTE:** ALL BID SHEETS PAGES 1 – 24 SHALL BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACT OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies, and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.

\_\_\_\_\_  
 AUTHORIZED SIGNATURE OF BIDDER DATE

COMPOSITE EXHIBIT "1"

Company Name: \_\_\_\_\_

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**  
**BID #14-MA-305**  
**BID TENDER FORM**

**ATTACHMENT A**

School	Qty:	Make	Model	Serial Numbers
Argyle Elementary (AES) 2625 Spencer Plantation Blvd Orange Park, FL 32073	2:	Trane	RTAA125	U04F06442 U04F06443
Coppergate Elementary (CGE) 2250 CR 209N Middleburg, FL 32068	2:	Trane	RTAA1254TR01A3LON8DF	U06D06674 U06D06675
Clay Hill Elementary (CHE) 6345 CR 218 Jacksonville, FL 32234	1:	Trane	RTWA1004XE01C3COW	U99H01439
Fleming Island High (FIH) 2233 Village Square Pkwy Fleming Island, FL 32003	3:	Trane	RTAC155	U02E04508, U02E04509 U02E04510
	1:	Trane	RTAA070	U03C09598
Lake Asbury Elementary (LAE) 2901 Sandridge Rd Green Cove Springs, FL 32043	1:	Trane	RTAA 1254 YF01 A300 N8F	U07H05107
Lake Asbury Junior High (LAJH) 2851 Sandridge Rd Green Cove Springs, FL 32043	1:	Trane	RTAC250	U04H07147
	1:	Trane	RTAC350	U04H07148
Middleburg High (MHS) 3750 CR 220 Middleburg, FL 32068	1:	Trane	RTHC1C2F	U01F04526
	1:	Trane	RTHDUC2F	U06E07527
Oakleaf Junior High (OLJH) 4085 Plantation Oaks Blvd Orange Park, FL 32065	2:	Trane	RTAC185	U06B06280 U06B06281
Plantation Oaks Elementary (POE) 4150 Plantation Oaks Blvd Orange Park, FL 32065	2:	Trane	RTAC1854UR	U08E09040 U08E09041
Rideout Elementary (ROE) 3065 Apalachicola Blvd Middleburg, FL 32068	2:	Trane	RTAA125	U00K04223 U00K04224
Swimming Pen Creek Elementary (SPC) 1630 Woodpecker Lane Middleburg, FL 32068	2:	Trane	RTAA125	U03B08959 U03B08960
Oakleaf High (OHS) 4035 Plantation Oaks Blvd Orange Park, FL 32065	3:	McQuay	WMC250D	STNU090200162 STNU090200163 STNU090200168
Oakleaf Village Elementary (OVE) 410 Oakleaf Village Pkwy Orange Park, FL 32065	2:	McQuay	AGS190	STNU070800-232 STNU070800-258
Shadowlawn Elementary (SLE) 2945 CR 218 Green Cove Springs, FL 32043	2:	McQuay	AGS190CS27-ER10	STNU071000100 STNU071000106
Ridgeview High (RH5) 466 Madison Ave Orange Park, FL 32065	1	York	YT82C3B2-CGA	NY538664
	1	York	YKASASQ3-CHG	SBVM222700
Ridgeview Elementary (RVE) 421 Jefferson Ave Orange Park, FL 32065	1	York	YCW100565E46XAB	2EXM011387
Thunderbolt Elementary (TBE) 2020 Thunderbolt Rd Fleming Island, FL 32003	1:	Carrier	30GX-080-630TF	4399F58653
	1:	Carrier	30GX-251-631TF	5099F68672
W E Cherry Elementary (WEC) 420 Edson Dr Orange Park, FL 32073	1:	Carrier	30RBB06055-5-3	2310Q74375



Charles Van Zant, Jr.  
Superintendent of Schools

COMPOSITE EXHIBIT "1"  
**SCHOOL DISTRICT OF CLAY COUNTY**

PURCHASING AND ACCOUNTS PAYABLE DEPARTMENT

814 Walnut Street  
Green Cove Springs, Florida 32043

Telephone: 904-529-2604  
Fax: 904-284-6529

**BOARD MEMBERS:**

Janice Kerekes  
District 1  
Carol Studdard  
District 2  
Tina Bullock  
District 3  
Johnna McKinnon  
District 4  
Lisa Graham  
District 5

September 20, 2013

Attachment B

Mr. Scott D. Royer  
ThermaServe Inc.  
6676 Columbia Park Drive South  
Jacksonville, FL 32258

**REFERENCE: CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE BID # 14-MA-305**

Dear Mr. Royer:

We are pleased to inform you that the School Board of Clay County in session on September 19, 2013 awarded the contract noted above to your firm. In accordance with the bid specifications this bid is awarded to multiple vendors. This is notification of award only, merchandise and/or service is to be provided after receipt of School Board of Clay County purchase order.

Please see executed page 8 that will complete your contract package.

Within ten calendar days, please forward to our office the required Insurance Certificates and Copies of License(s) as specified on pages 16 of this bid contract. Please instruct your insurance agent to Mark All Certificates Attn: Nancy Racine, Director of Purchasing as Certificate Holder (with a 30 day Notice of Cancellation or Change in Coverage) and list Clay County School Board as Additional Insured with regards to Bid # 14-MA-305. Insurer must be rated in the current AM Best Guide as an A- or better.

**No payments will be made under this Contract until these documents are received by this Office.**

Thank you for your participation in this bid process, we are looking forward to working with your firm.

Sincerely,  
SCHOOL BOARD OF CLAY COUNTY

Handwritten signature of Nancy G. Racine in cursive script.

Nancy G. Racine  
Director Purchasing/Warehouse/Accounts Payable

COMPOSITE EXHIBIT "1"

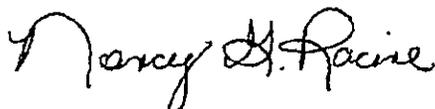
Company Name:

**INDEMNIFICATION:** Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board, an/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board, for any negligence on the part of the School Board, its agents or employees.

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

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE SCHOOL BOARD OF CLAY COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT SHALL AFFIX THEIR SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.



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Authorized Representative of the School Board of Clay County

September 19, 2013  
Date

September 19, 2013 through August 15, 2015  
Effective

Company Name: ThermaServe Inc.



**SCHOOL BOARD OF CLAY COUNTY  
INVITATION TO BID  
BIDDER ACKNOWLEDGMENT**

SUBMIT BID TO: SCHOOL BOARD OF CLAY COUNTY  
814 WALNUT STREET  
GREEN COVE SPRINGS, FLORIDA 32043  
ATTN: PURCHASING DEPARTMENT  
PHONE NUMBER (904) 529-2604

SEALED BID - PAGE 1 THROUGH 24 SHALL BE RECEIVED AT THE OFFICE OF THE  
SUPERINTENDENT OF SCHOOLS UNTIL THURSDAY, JULY 18, 2013 at 11:00 A.M. AND MAY NOT  
BE WITHDRAWN WITHIN 60 DAYS AFTER SUCH DATE AND TIME.

AGENCY MAILING DATE: JUNE 6, 2013

BID TITLE: #14-MA-305 CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE

\*\*\*\*\*

VENDOR NAME & ADDRESS:

PHONE NUMBER: 904 260 8002

FAX NUMBER: 904 260 8004

E-MAIL ADDRESS: jsantiago@thermaserve.com

AUTHORIZED SIGNATURE (MANUAL):

AUTHORIZED SIGNATURE/TITLE (TYPED): Scott D. Royer / President

SEALED BID: All bid sheets, requested documents, and this form shall be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope.) The face of the envelope shall contain, in addition to the address, the date and time of the bid opening. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**NO BID** - I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

1. Insufficient time to respond	6. Could not meet Insurance requirements
2. Specifications were unclear or restrictive	7. We do not offer the product or service requested
3. Could not meet bonding requirements	8. Remove our company name from this bid
4. Our schedule shall not permit us to respond	9. Keep our company on the bid list for future bids
5. Could not meet specifications	10. Other _____

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**GENERAL CONDITIONS**

**COMPETITIVE SOLICITATION:** For the purpose of this document "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies, regardless of the method of procurement. The terms sealed bid, proposal, or reply may be used interchangeably throughout this document.

**EXECUTION OF BID:** Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida ("School Board") and enter information only in the spaces where a response is requested. Failure to do so may cause bid to be rejected. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Bid shall contain a manual signature of an authorized representative in the space provided. Bid shall be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to their bid prices shall be initialed. An officer or employee having authority to legally bind the company or firm shall sign the bid in ink and the company name should appear on each page of the bid. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the product or service fully complies with the specifications, terms and conditions herein.

**NO BID:** If not submitting a bid, respond by returning only the bidder acknowledgement form, marking it "NO BID", and explain the reason in the space provided. Failure to respond without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder shall submit a "NO BID", and it shall be received no later than the stated bid opening date and hour.

**BID OPENING:** All bids shall be received no later than the date and time specified on the document. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only. details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. NOTE: Bid tabulations shall be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations may not be provided by telephone.

**QUANTITIES SPECIFIED:** The School Board reserves the right to increase or decrease the quantity of any of the items, products, goods or services included in this bid.

**PRICES, TERMS AND PAYMENT:** Prices bid shall be firm and include all packing, handling, shipping charges and delivery to any point within the School District. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the School Board Administration Offices, whichever is later.

**TAXES:** The School Board is exempt from paying Federal Excise or Sales taxes. See exemption number on face of purchase order. A tax-exempt certificate is available upon request.

**MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so shall be at bidder's risk. In case of mistake in extension, the unit price shall govern.

**SAFETY STANDARDS:** Unless otherwise stipulated in the bid, the bidder certifies that all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards hereunder. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the bidder.

## COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**RIGHT TO KNOW:** The Manufacturer, Importer or Distributor of a toxic substance shall provide all Material Safety Data Sheets with their bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

**CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**DELIVERY:** All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the vendor retains the sole insurable interest in the goods. The School Board shall not accept collect freight charges. Time of delivery is an important consideration for the School Board in making the award. The School Board reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the vendor's expense.

**INVOICING AND PAYMENT:** Contractor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the School Board at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Local Government Prompt Payment Act. An original invoice referencing a School Board purchase order number shall be submitted for payment. Failure to follow these instructions may result in delay in processing invoices for payment.

**MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate the manufacturer's name and product number on the bid form. Bidder shall submit cuts, sketches and descriptive literature and/or complete specifications with their bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The School Board reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the School Board unless evidenced by a Change Notice issued and signed by authorized School Board representative.

**AWARDS:** The School Board reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received as the best interest of the School Board may require. When it is determined there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

Upon award of this bid, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this Invitation to Bid is cautioned not to provide goods and services to any School Board site or to any School Board employee prior to receiving a purchase order issued by the School Boards Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The School Board is not obligated to pay invoices for the provision of goods or services for which the School Boards Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the School Board.

**TIED BID:** In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S.. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

ties bid shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Director of Purchasing who shall designate the calling of heads or tails.

**SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this bid shall be warranted by the vendor/distributor/manufacture to be free from defects and fit for the intended use. Unless otherwise requested, the items bid shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the School Board with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the School Board.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample shall be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with the Purchasing Department for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and shall be received within thirty (30) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by a School Board representative.

**NON-CONFORMANCE TO CONTRACT CONDITIONS:** Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Delivery of non-conforming items or failure to deliver items by the delivery date set forth in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor.

Any violation of these stipulations may also result in:

- a) Supplier's name being removed from the School Board vendor mailing list;  
And/or
- b) All schools and departments being advised not to do business with the supplier without written approval from the Purchasing Department until such time as the supplier reimburses the School Board for all re-procurement costs and advises the Purchasing Department of corrective action taken to preclude recurrence of such failure to perform.

**INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance shall be at final destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the School Board, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist them in the expeditious handling of damage claims the School Board shall:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (Visible and/or Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

**FACILITIES:** The School Board reserves the right to inspect the bidder's facilities at any time with prior notice.

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**DISPUTES:** Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of receipt of bid solicitation or posting of the bid tabulation with recommendation and shall file a formal written protest within ten days following the filing of Notice of Protest. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes.

Bid Tabulation / Recommendation of Award shall be posted online at [http://www.clay.k12.fl.us/active\\_bids.htm](http://www.clay.k12.fl.us/active_bids.htm) with the hard copy posted at 900 Walnut Street in Green Cove Springs, Florida on the 1<sup>st</sup> floor after the intended recommendation is announced on or about August 1, 2013. This tabulation shall remain posted for a minimum period of 96 hours.

**CANCELLATION/TERMINATION:** In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the School Board as per specifications, the Director of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the School Board for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give the School Board the right to cancel this contract, but failure by the School Board to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The School Board may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against the School Board damages resulting from said cancellation.

**GOVERNING LAWS AND VENUE:** This Bid and all transactions contemplated by this Bid shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regard to this Bid shall be in Clay County, Florida.

**CONFIDENTIALITY:** Bidders should be aware that all submittals provided with this bid are subject to public disclosure and shall not be afforded confidentiality with the exception of financial statements.

**USE OF OTHER CONTRACTS:** The School Board reserves the right to utilize other district contracts, State of Florida Contracts, contracts of any other public entity in the State of Florida or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 in lieu of any offer received or award made as a result of this bid, if it is in the best interest of the School Board. Not all items cataloged by the successful bidder shall be purchased under the ensuing contract. Some products/services purchased may be made from other sources as required by law or regulation. For example, purchases from State Contract Vendors, Florida Association of Rehabilitation Facilities (RESPECT) or Florida Prison Industries (PRIDE). For more detailed information on state contracts, or items marketed by RESPECT or PRIDE, contact the issuing office of this ITB.

**LOBBY:** Bidders are hereby advised that they shall not lobby with any School District personnel or School Board Members regarding this bid. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said bid.

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**ETHICS:** All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

**JESSICA LUNSFORD ACT:** In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a School Board fingerprinting clearance card prior to entry upon School Board property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the School Board. Refer to the School Boards web site at [www.clav.k12.fl.us](http://www.clav.k12.fl.us) and click onto Jessica Lunsford Act to learn more about this law and for information on when and how to obtain fingerprinting.

**BIDDER'S EMPLOYEE RESPONSIBILITY:** All employees of the successful bidder shall be considered to be at all times the sole employees of the Contractor under their sole direction and not employees or agents of the School Board. Bidders shall supply competent employees:

- The School Board, as determined by a Principal or School Board Representative, may require the bidder to remove an employee it deems to be careless, incompetent, insubordinate or who uses foul or abusive language presents an offensive appearance or is otherwise objectionable and whose presence on School Board property is not in the best interest of the School Board.
- When applicable, bidder and all their employees are required to sign in and out at the main office or other designated places upon arrival and departure of job site. All subcontractors are also required to follow this procedure and the bidder is responsible for insuring compliance. Bidder's employees and subcontractors shall be identified (i.e. company shirt with logo, company ID badge, etc).
- Radios or other audio items are not to be used on School Board property.
- Smoking is prohibited on School Board property.

**GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The School Board reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the School Board.

**PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5):** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

**PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the School Board and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period due to market changes shall be passed on to the School Board. This shall also apply to all in-place equipment on a rent or lease plan.

**EXTENSION:** The School Board reserves the option to extend the period of this contract, or any portion thereof, for additional contract periods. Extension of the contract periods shall be by mutual agreement in writing.

**LIABILITY:** The supplier shall hold and save the School Board, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the bid and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

**ACCESS TO RECORDS:** (34 CFR 80.36(i)(10): All vendors, contractors and subcontractors shall give access to the School Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

**RECORDS RETENTION:** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors shall retain all records pertaining to this bid/contract for three (3) years after the School Board makes final payments and all other pending matters are closed.

**CLEAR AIR ACT** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

**ENERGY EFFICIENCY** (34 CFR 80.36(i)(13): All vendors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

**EQUAL EMPLOYMENT OPPORTUNITY** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

**COPELAND "ANTI-KICKBACK" ACT** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).

**DAVIS-BACON ACT** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

**CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN:** By submitting a bid any Company/Contractor/Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Vendor submitted a false certification any contract resulting from this bid may be immediately terminated in accordance with s.287.135 Florida Statute.

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**INDEMNIFICATION:** Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board, an/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board, for any negligence on the part of the School Board, its agents or employees.

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

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE SCHOOL BOARD OF CLAY COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT SHALL AFFIX THEIR SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

\_\_\_\_\_  
Authorized Representative of the School Board of Clay County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**THE ATTACHED MANDATED FORMS SHALL BE COMPLETED AND SIGNED BEFORE THIS BID SHALL BE CONSIDERED FOR AWARD:**

REQUIRED FORMS (ATTACHED AND DESCRIBED BELOW) - PLEASE EXECUTE AND INCLUDE WITH PROPOSAL

- 1-CERTIFICATION REGARDING NON-DISCRIMINATING
- 2-CERTIFICATION REGARDING LOBBYING
- 3-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 4-DRUG-FREE WORKPLACE CERTIFICATION

PLEASE NOTE THE FOLLOWING PUBLIC ENTITY CRIME STATEMENT:

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 PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT 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 A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATION: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

IF APPLICABLE, IT SHOULD BE NOTED THAT THE PROGRAM/PROJECT REQUIRING THE SOLICITATION OF THIS BID IS BEING FUNDED BY THE PERCENTAGE OF FEDERAL FUNDS LISTED BELOW:

0.00 %

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**CERTIFICATION REGARDING NON-DISCRIMINATING**

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE OF VENDOR

7/17/2013

\_\_\_\_\_  
DATE

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

  
AUTHORIZED SIGNATURE OF VENDOR

7/17/2013

DATE

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110.

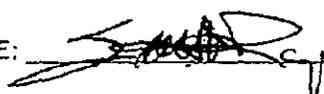
1. THE BIDDER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:
  - A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
  - B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR 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 INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT.
  - D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT; AND
2. WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENT IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS BID PACKAGE.

AS DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATION.

NAME OF BIDDER ThermaServe Inc. / Scott D. Royer / President

Scott D. Royer / President

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE:  DATE: 7/17/2013

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**DRUG-FREE WORKPLACE CERTIFICATION**

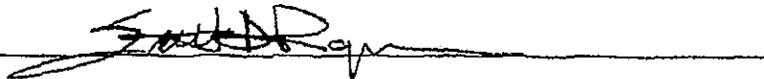
Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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 that five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME ThermaServe Inc. ; Scott D. Royer

VENDOR'S SIGNATURE 

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**  
*(To be completed by each Bidder)*

Name of bidder: Scott D. Royer

Identify the state in which the bidder has their principal place of business: Jacksonville, FL

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**  
*(To be completed by the Attorney for any Out-of-State Bidder)*

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**  
*(Please Select One)*

       The bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

       The bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]: \_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**  
*(Please Select One)*

       The bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contract to business entities who principal places of business are in the political subdivision.

       The bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant a preference(s)** in the letting of any or all public contract to business entities who principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: \_\_\_\_\_

Signature of out-of-state bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: (     ) \_\_\_\_\_

E-mail address of out-of-state attorney: \_\_\_\_\_

Attorney's states of bar admission: \_\_\_\_\_

## COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

### CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE

BID # 14-MA-305

### SPECIAL CONDITIONS

#### 1.0 INTENT

- 1.1 The intention of this Invitation To Bid (ITB) is to solicit bids for quarterly and comprehensive annual maintenance service inspections and, if required, the maintenance and repair of chiller units and related items for the School Board. Period of service shall start on August 16, 2013 through August 15, 2015. The School Board reserves the right to renew this contract for three (3) additional one year periods upon mutual agreement, in writing.
- 1.2 Sealed bids shall be received by the Purchasing Department, until 11:00 A.M., JULY 18, 2013. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.
- 1.3 To be considered responsive, Contractor shall respond to all Unit Pricing per Group in Sections 1 and 2 and submit on the Bid Tender Form. Prices bid shall be firm and include all labor, materials and equipment.
- 1.4 The School Board shall award to the lowest most responsive qualified Contractor(s). Award shall be based on of the Grand Total of each Groups pricing in Section 1, however pricing for Section 2 shall be reviewed to ensure competitiveness. Bids that reflect unreasonable pricing for any unit pricing are subject to rejection.
- 1.5 For the purposes of calculating the amount of a protest bond, this contract is valued at approximately \$140,000.00 in total for the contract term, excluding renewal options. This only an estimate and actual volume could vary up or down. The School Board shall not be held responsible if actual purchases are less than this amount. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract with affecting the bid pricing and terms.
- 1.6 Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid, have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined in discretion by the proper authorities of the School Board
- 1.7 Prior to bid submittal Contractor may request to visit school sites for an on-site chiller inspection. To schedule an on-site visit contact Sandy Grant at 904-529-4945 (office)/904-591-5588 (cell) or John Merrill at 904-529-4939 (office)/904-591-1466 (cell) to schedule an appointment before July 11, 2013.

#### 2.0 CONTRACTOR QUALIFICATIONS

- 2.1 Contractor shall only utilize personnel that are factory authorized, and have a minimum of five years experience, in performing maintenance and repairs on the type of equipment they will be working on. They must also be able to provide and maintain current technical data, diagnostic tools and have access to all change notifications pertaining to the specific type of chiller awarded. Documentation from Trane, York, Carrier, or McQuay, as applicable, identifying Contractor personnel as having these qualifications shall be part of the bid submittal. Failure to provide this material may result in rejection of the bid.

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

**BID # 14-MA-305**

**SPECIAL CONDITIONS**

2.2 Contractor shall comply with all Federal, State and local laws/guidelines, ordinances, rules and regulations that in any manner affect the work. Unfamiliarity or misinterpretation of these laws, ordinances, rules and regulations shall in no way relieve the Contractors from any applicable responsibilities.

**3.0. INSURANCE**

The successful bidder shall furnish to School Board Purchasing Department, prior to commencement of work under this contract, certificate(s) of insurance clearly indicating insurance coverage required below have been obtained:

**CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE:** Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The awarded Contractor SHALL ensure that any sub-contractor they use maintain the same level of insurance coverage.** Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. Insurance certificate(s) reflecting the required coverage's shall be submitted to the School Board (Attn: Purchasing Department) prior to any work being performed under this Contract. These insurance certificate(s) shall be submitted directly from vendor's Insurance Agent and **Mark All Certificates Attn: Nancy Racine, Director of Purchasing as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list Clay County School Board as Additional Insured with regards to Bid # 14-MA-305.**

**COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:** Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>	<u>Personal Injury</u>
- Each Occurrence \$1,000,000.00	- Each Occurrence \$1,000,000.00	- Annual Aggregate \$1,000,000.00
- Annual Aggregate \$2,000,000.00	- Annual Aggregate \$2,000,000.00	
- Completed Operations and Products Liability shall be maintained for one (1) year after final payment		

**WORKERS' COMPENSATION INSURANCE:** Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of their employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

<u>State</u>	<u>Employer's Liability</u>
- Statutory	- Per Accident \$100,000.00
	- Disease, Policy Limit \$500,000.00 - Disease, Each Employee \$100,000.00

**AUTOMOBILE INSURANCE:** Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>
- Each Person \$1,000,000.00	- Each Occurrence \$1,000,000.00
- Each Occurrence \$1,000,000.00	
- Each Accident - Single Limit - Bodily Injury and Property Damage combined one million dollars (\$1,000,000)	

**NO PAYMENTS will be made until Insurance Certificate is received by The Purchasing Department.**

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

**BID # 14-MA-305**

**SPECIAL CONDITIONS**

NOTE: The successful vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful vendors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor obligations cannot be delegated.

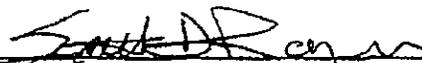
Bids shall be submitted on the enclosed **BID SPECIFICATIONS/BID TENDER FORM**. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, shall constitute grounds for rejection of a bid. Any such modifications or alterations that a contractor wishes to propose shall be clearly stated in the contractor's proposal response and presented in the form of an addendum to the original bid documents. Prior to submitting a bid, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included.

Sealed bids shall be received by the Purchasing Department, until **11:00 A.M., JULY 18, 2013**. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.

Questions on Bid Document shall be in writing to Nancy Racine, Director of Purchasing and sent via email to [nracine@oneclay.net](mailto:nracine@oneclay.net).

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this bid shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the SCHOOL BOARD evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder's may be disqualified who solicit or receive (even if unsolicited) additional information regarding the bid by any other means than process described herein.

Do you accept payment via credit card? YES  NO      OTHER \_\_\_\_\_  
If yes, is there a charge to the School Board? YES \_\_\_\_\_ NO

  
AUTHORIZED SIGNATURE OF CONTRACTOR \_\_\_\_\_ DATE 7/17/2013

SIGNATURE REQUIRED CHECKLIST:	
<input checked="" type="checkbox"/> INVITATION TO BID (Page 1)	<input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 18)
<input checked="" type="checkbox"/> CERTIFICATION REGARDING NON-DISCRIMINATING (Page 10)	<input checked="" type="checkbox"/> BID TENDER FORM (Page 24)
<input checked="" type="checkbox"/> CERTIFICATION REGARDING LOBBYING (Page 11)	
<input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Page 12)	
<input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 13)	
<input checked="" type="checkbox"/> BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS (Page 14)	
SUBMITTAL REQUIRED CHECKLIST:	
Documents shall be submitted with Bid	
<input checked="" type="checkbox"/> Verifications of Personnel Qualification	

## COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

### CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE

BID # 14-MA-305

### BID SPECIFICATIONS

#### 4.0 SCOPE OF SERVICE

4.1 The Contractor shall furnish, and deliver as required, all necessary labor, materials, equipment and transportation to provide three (3) quarterly and one comprehensive annual preventive maintenance service inspections for Trane, York, Carrier, and McQuay chillers listed in Attachment A. Any follow-up maintenance work shall be by separate proposal and shall be approved, and billed, separately in accordance with the listed hourly rate and parts multiplier. No work shall be subcontracted unless approved by School Board designated representative. Completed inspection report must accompany, and be referenced on the respective invoice for payment to be processed. Invoice shall not be processed until the completed report has been received.

4.2 Working Hours – All work shall be done during normal working hours (Monday – Friday 8:00am – 3:00pm) and shall minimize disruption of normal school operations. All personnel shall check in with the front office, and present their School Board fingerprinting clearance identification card prior to proceeding on campus. Shut down of any equipment which would leave the school without cooling shall be coordinated with the School Board designated contact. Comprehensive annual inspections shall be scheduled in advance with School Board designated representative.

4.3 Quarterly Operational Preventive Maintenance Service Inspection – The Contractor shall perform three (3) quarterly operational preventive maintenance service inspections per year, and provide a written report for each chiller serviced. The Contractor shall follow the guidelines set forth in ASHRAE Standard 180 and use the most current manufacturer's recommended procedures when performing this inspection. A copy of this inspection checklist shall be provided to School Board designated representative. At a minimum, the following items, as applicable, are to be completed during this inspection:

- General site inspection and observe current operation of the unit
- Inspect for refrigerant and oil leaks
- Log the operating temperatures, pressures, voltages and amperages of the equipment
- Perform operational checks of the main starter and control circuits
- Check, and tighten, electrical connections as required
- Check relays, operating and safety controls
- Check operation of the lubrication system
- Check compressor operation
- Check operation of condensing unit fans and cleanliness of condenser coils (air cooled chillers)
- Run system diagnostics/history report, if available, and determine trends
- Provide a written report of completed work, operation log, specify any deficiencies noted and recommend corrective action

4.4 Comprehensive Annual Preventive Maintenance Service Inspection - The Contractor shall perform one comprehensive annual preventive maintenance service inspection per year, and provide a written report for each chiller serviced. The Contractor shall follow the guidelines set forth in ASHRAE Standard 180 and use the most current manufacturer's recommended procedures when performing this inspection. A copy of this inspection checklist shall be provided to School Board Maintenance. At a minimum, the following items, as applicable are to be completed during this inspection:

## COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

### CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE

BID # 14-MA-305

### BID SPECIFICATIONS

#### Centrifugal Chillers

- General site inspection and observe current operation of the unit
- Perform leak test and note any discrepancies
- Check and calibrate safety controls as per manufacturer's recommendation
- Check starter as required by manufacturer including, but not limited to:
  - Check condition of starter contacts (for wear and pitting)
  - Check starter overload devices and settings as applicable
  - Tighten starter contacts and motor terminal connections
- Take oil samples and have analyzed by a professional laboratory specializing in analysis of refrigerant equipment oil samples
- Change oil and oil filter (as recommend by manufacturer)
- Check operation of vane position
- Inspect, test purge unit and change purge filter. Record date on filter
- Remove head end and mechanically brush tubes, use new gasket when replacing head
- Restore unit to operation
- Perform service on purge system per manufacturer's recommendation
- Perform log of equipment
- Perform minor adjustments as required
- Perform additional maintenance as recommended by manufacturer
- Provide a written report of completed work, operation log, specify any deficiencies noted and recommend corrective action

#### Reciprocating/Scroll/Screw Chillers

- General site inspection and observe current operation of the unit
- Perform leak test and note any discrepancies
- Check control CPU
- Check and calibrate safety controls as per manufacturer's recommendation
- Megohm compressor and oil pump motor. Record findings, including grounding and amp readings
- Check and tighten all electrical terminals and check contacts for wear
- Check oil level in compressor and add as required
- Tighten motor terminals and control panel terminals
- Check crankcase heater
- Check external interlocks, flow switches, pumps and fans.
- Take oil samples and have analyzed by a professional laboratory specializing in analysis of refrigerant equipment oil samples
- Air cooled items:
  - Inspect and lubricate condenser fans as required
  - Wash condenser coils and inspect for damage – do not acid wash coils
- Water cooled items:
  - Brush condenser tubes
  - Use new gasket when replacing head
- Check operation of slide position or un-loaders.

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE

BID # 14-MA-305

BID SPECIFICATIONS

- Change oil and refrigerant filters (if equipped). Record date on filters
- Restore unit to operation
- Perform log of equipment
- Perform minor adjustments as required
- Perform additional maintenance as recommended by manufacturer
- Provide a written report of completed work, operation log, specify any deficiencies noted and recommend corrective action

4.5 Maintenance and Repair – This contract may be utilized for routine maintenance and repair of chillers listed in Attachment A, however, School Board reserves the right to self-perform the work, or obtain additional quotes for repair work if desired. The Contractor must provide, in writing and as part of the required report due following quarterly and annual preventative maintenance service inspections, suggested maintenance and/or repair recommendations as necessary. Any maintenance repair work which is presented to School Board must be approved by the School Board designated representative prior to work being completed by the Contractor. Any approved maintenance/repairs shall have at a minimum a one (1) year warranty, or manufacturer warranty; whichever is greater, for parts, labor, and refrigerant.

- a. All labor hours shall be per the flat rate the Contractor states on the Pricing/Delivery Information sheet(s). The stated rates shall be billed by category on the bid tender form.
- b. All materials and equipment furnished under this contract will be new unless otherwise specified, and all work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. If required by School Board, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.
- c. All parts charges shall be as per a multiplier to the current list price column of the manufacturer's price list. For example, a multiplier of 75% indicates a 25% discount; a multiplier of 110% indicates a 10% premium. The contractor is to bill using the most current price list, list price plus or minus the multiplier, and attach to the invoice a copy of the current price list.

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COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

**BID #14-MA-305**

**BID TENDER FORM**

**Preventive Maintenance Service Inspection Pricing:** Bid may be award to multiple Contractors. To be considered responsive, Contractor shall respond to all Unit Pricing in Section 1 per individual Group and Section 2. Unit Pricing in Section 1 per individual Group shall include all labor, materials and equipment, as requested below in order to provide service county-wide. Base pricing is for three (3) quarterly operational preventive maintenance service inspections and one comprehensive annual preventive maintenance service per school, to be billed on a quarterly basis following each inspection. The School Board shall award to the lowest most responsive qualified Contractor(s) based on the Individual Group, Grade Total of Section 1. All unit pricing for all Sections 1 & 2 shall be reviewed to ensure competitiveness and bids that reflect unreasonable pricing for any item are subject to rejection. School Board reserves the right to add or delete schools/chillers as a result of facilities modifications.

**SECTION 1**

**GROUP A - TRANE CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Argyle Elementary (AES) 2625 Spencer Plantation Blvd Orange Park, FL 32073	\$3,860.00
Coppergate Elementary (CGE) 2250 CR 209N Middleburg, FL 32068	\$3,860.00
Clay Hill Elementary (CHE) 6345 CR 218 Jacksonville, FL 32234	\$2,424.00
Fleming Island High (FIH) 2233 Village Square Pkwy Fleming Island, FL 32003	\$5,160.00
Lake Asbury Elementary (LAE) 2901 Sandridge Rd Green Cove Springs, FL 32043	\$2,024.00
Lake Asbury Junior High (LAJH) 2851 Sandridge Rd Green Cove Springs, FL 32043	\$3,860.00
Middleburg High (MHS) 3750 CR 220 Middleburg, FL 32068	\$5,960.00
Oakleaf Junior High (OLJH) 4085 Plantation Oaks Blvd Orange Park, FL 32065	\$3,860.00
Plantation Oaks Elementary (POE) 4150 Plantation Oaks Blvd Orange Park, FL 32065	\$3,860.00
Rideout Elementary (ROE) 3065 Apalachicola Blvd Middleburg, FL 32068	\$3,860.00
Swimming Pen Creek Elementary (SPC) 1630 Woodpecker Lane Middleburg, FL 32068	\$3,860.00
<b>GRAND TOTAL GROUP A:</b>	<b>\$42,588.00</b>

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

**BID #14-MA-305**

**BID TENDER FORM**

**GROUP B – McQUAY CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Oakleaf High (OHS) 4035 Plantation Oaks Blvd Orange Park, FL 32065	\$7,560.00
Oakleaf Village Elementary (OVE) 410 Oakleaf Village Pkwy Orange Park, FL 32065	\$3,860.00
Shadowlawn Elementary (SLE) 2945 CR 218 Green Cove Springs, FL 32043	\$3,860.00
<b>GRAND TOTAL GROUP B:</b>	<b>\$15,280.00</b>

**GROUP C – YORK CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Ridgeview High (RHS) 466 Madison Ave Orange Park, FL 32065	\$5,800.00
Ridgeview Elementary (RVE) 421 Jefferson Ave Orange Park, FL 32065	\$1,404.00
<b>GRAND TOTAL GROUP C:</b>	<b>\$7,204.00</b>

**GROUP D – CARRIER CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Thunderbolt Elementary (TBE) 2020 Thunderbolt Rd Fleming Island, FL 32003	\$3,000.00
W E Cherry Elementary (WEC) 420 Edson Dr Orange Park, FL 32073	\$1,404.00
<b>GRAND TOTAL GROUP D:</b>	<b>\$4,404.00</b>

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**  
**BID #14-MA-305**  
**BID TENDER FORM**

**SECTION 2**

**Maintenance and Repair Pricing:** Pricing is to be based on the estimated total annual cost of service to be performed in addition to the quarterly and annual preventive service inspections. This is not a guaranteed level of service. Actual required maintenance and repair services may be less, or more, than the values projected.

**MAINTENANCE AND REPAIR**

	Labor	Estimated Hrs.	\$ per Hour	Total Cost
1.	Labor – Straight Time Hours	200	\$80.00	\$16,000.00
2.	Labor – Overtime Hours	50	\$85.00	\$4,250.00

	Parts	Estimated Cost	Multiplier	Total Cost
3.	Repair Parts	\$150,000	.90	\$135,000

	Additional Services	# of Chillers	\$ per Chiller	Total Cost
4.	Vibration Analysis	10	\$650.00	\$6,500.00
5.	Eddy Current Testing	10	\$750.00	\$7,500.00

<b>GRAND TOTAL ITEMS 1 – 5:</b>				<b>\$169,250.00</b>
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Extend discount to other Government Entities in the State of Florida YES  NO

Extend discount to other Government Entities in Clay County, Florida YES  NO

NOTE: ALL BID SHEETS PAGES 1 - 24 SHALL BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies, and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.

  
 AUTHORIZED SIGNATURE OF BIDDER

7/17/2013

DATE

COMPOSITE EXHIBIT "1"

Company Name: ThermaServe Inc.

**CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**  
**BID #14-MA-305**  
**BID TENDER FORM**

**GROUP B – McQUAY CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Oakleaf High (OHS) 4035 Plantation Oaks Blvd Orange Park, FL 32065	\$7,560.00
Oakleaf Village Elementary (OVE) 410 Oakleaf Village Pkwy Orange Park, FL 32065	\$3,860.00
Shadowlawn Elementary (SLE) 2945 CR 218 Green Cove Springs, FL 32043	\$3,860.00
<b>GRAND TOTAL GROUP B:</b>	<b>\$15,280.00</b>

**GROUP C – YORK CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Ridgeview High (RHS) 466 Madison Ave Orange Park, FL 32065	\$5,800.00
Ridgeview Elementary (RVE) 421 Jefferson Ave Orange Park, FL 32065	\$1404.00
<b>GRAND TOTAL GROUP C:</b>	<b>\$7,204.00</b>

**GROUP D – CARRIER CHILLERS**

School	Annual Cost for Preventive Maintenance Service Inspections
Thunderbolt Elementary (TBE) 2020 Thunderbolt Rd Fleming Island, FL 32003	\$3,000.00
W E Cherry Elementary (WEC) 420 Edson Dr Orange Park, FL 32073	\$1,404.00
<b>GRAND TOTAL GROUP D:</b>	<b>\$4,404.00</b>

COMPOSITE EXHIBIT "1"

Attachment C



6676 Columbia Park Drive South  
Jacksonville, FL 32258  
Phone 904-260-8002 Fax 904-260-8004

November 7, 2013

City of Jacksonville  
Department of Public Buildings  
555 West 44<sup>th</sup> Street  
Jacksonville, FL 32206

Subject: Police Memorial Carrier Chiller Service Piggyback on Clay County School District  
Carrier Group Bid Award #14-MA-305.

Carrier chiller services will be provided for the following:

**EQUIPMENT LOCATION & DESCRIPTION:**

Police Memorial Building 501 E. Bay Street Jacksonville FL	Carrier MCS/Hanbell Screw Chiller Frame# 23XL, Serial #1596J53475
---	--

Per the attached Clay County Schools Bid Scope, hourly rates, and material multiplier for the annual amount of \$4,404.00.

We look forward to working with you and your team to provide you with your chiller services.

Attachments:

Clay County School District Bid #14-MA-305  
Clay County School District Award Letter dated September 20, 2013  
Clay County P.O. #14002680

Sincerely,

A handwritten signature in cursive script that reads "Steve Valdes".

Steve Valdes  
Account Manager  
904-553-8332  
[svaldes@thermaserve.com](mailto:svaldes@thermaserve.com)

## COMPOSITE EXHIBIT "1"

Public Buildings Division  
555 West 44<sup>th</sup> Street  
Jacksonville, FL 32208  
904-630-5431  
904-630-5415 Fax  
[LFlores@coj.net](mailto:LFlores@coj.net)

Please note that under Florida's very broad public records law e-mail communications to and from city officials are subject to public disclosure

 Please consider the environment before printing this email

**From:** Stephen Valdes [<mailto:SValdes@thermaserve.com>]  
**Sent:** Wednesday, October 23, 2013 1:38 PM  
**To:** Flores, Luis  
**Subject:** RE: Piggyback ThermaServe Clay County School Board Contract

Luis – Here is the Certificate of Insurance and waiver. If you have any questions please let me know. Thanks.

Sincerely

Steve Valdes  
Account Manager, **ThermaServe Inc.**  
6676 Columbia Park Drive South, Jacksonville FL 32258  
cell: 904-553-8332 | office/24/7 service: 904-260-8002  
toll free: 877-260-8002 | fax: 904-260-8004

**From:** Flores, Luis [<mailto:LFlores@coj.net>]  
**Sent:** Wednesday, October 23, 2013 9:54 AM  
**To:** Stephen Valdes  
**Subject:** FW: Piggyback ThermaServe Clay County School Board Contract

Steve - Please provide the COI and waiver of subrogation as requested below.

Luis F. Flores, CFM; LEED AP BD+C  
Chief of Public Buildings  
Public Buildings Division  
555 West 44<sup>th</sup> Street  
Jacksonville FL 32208  
904-630-5431  
904-630-5415 Fax  
[LFlores@coj.net](mailto:LFlores@coj.net)

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**From:** Ford, Cecilia  
**Sent:** Wednesday, October 23, 2013 9:42 AM  
**To:** Flores, Luis  
**Cc:** Duckworth, Twane; Ford, Cecilia  
**Subject:** RE: Piggyback ThermaServe Clay County School Board Contract

Hi Luis,

## COMPOSITE EXHIBIT "1"

Risk Management has reviewed the Piggyback RFP and provides notice to proceed since Clay School Board completed due diligence. Please obtain the following:

1. Certificate of insurance (COI) for all coverages as required in the RFP.
2. COI should include the City of Jacksonville and its members, officials, employees and agents as an additional insured for General Liability and Automobile.
3. In addition, please request a waiver of subrogation for all coverages in favor of the City of Jacksonville, and its member, officials, employees, and agents. Please submit the Certificate of Insurance for our review.
4. Once the COI is approved by our office, this document should be part of the Piggyback award and agreement with the City.

Call me if you have any questions.

Cecilia L. Ford, CSRM  
Property and Casualty Compliance  
Administrator  
City of Jacksonville  
231 East Forsyth St, Suite 470  
Jacksonville, FL 32202  
(904)630-7290 (o)  
(904)630-2100 (f)

### RMIS DEFINITION OF RISK:

"RISK = An uncertain future outcome that can either improve outcome or worsen our outcome position."

### IMPORTANT:

*This e-mail transmission and/or attachment(s) is confidential and the contents are intended only for the recipient(s) named. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any review, discussion, dissemination, distribution, or copying of this transmission (including any attachments) is strictly prohibited.* If you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Improper disclosure of the information in this communication can result in fines and penalties under Federal, State and Local Law.

**From:** Flores, Luis  
**Sent:** Tuesday, October 22, 2013 3:16 PM  
**To:** Ford, Cecilia  
**Cc:** Duckworth, Twane  
**Subject:** Piggyback ThermaServe Clay County School Board Contract

Ceci - Good afternoon, I'm looking to piggyback the Clay County School Board Chiller Maintenance and Repair contract with ThermaServe. Can you review the insurance portion of the attached contract for approval.

Let me know if you need anything else.

Luis F. Flores, CFM, LEED AP BD+C  
Chief of Public Buildings  
Public Buildings Division

COMPOSITE EXHIBIT "1"

Public Buildings Division  
555 West 44<sup>th</sup> Street  
Jacksonville, FL 32208  
904-630-5431  
904-630-5415 Fax  
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Sincerely

Steve Valdes  
Account Manager, **ThermaServe Inc.**  
6676 Columbia Park Drive South, Jacksonville FL 32258  
cell: 904-553-8332 | office/24/7 service: 904-260-8002  
toll free: 877-260-8002 | fax: 904-260-8004

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Luis F. Flores, CFM, LEED AP BD+C  
Chief of Public Buildings,  
Public Buildings Division  
555 West 44<sup>th</sup> Street  
Jacksonville, FL 32208  
904-630-5431  
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**Cc:** Duckworth, Twane; Ford, Cecilia  
**Subject:** RE: Piggyback ThermaServe Clay County School Board Contract

Hi Luis,

COMPOSITE EXHIBIT "1"

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/23/2013

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 & Co. P.O. Drawer 41490 219 Newnan St. Jacksonville, FL 32203-1490	CONTACT NAME: <b>Tracy Kunz</b>	
	PHONE (A/C No, Ext): <b>904.353.3181</b>	FAX (A/C, No): <b>904.353.5722</b>
INSURED <b>ThermaServe Inc.</b> 6676 Columbia Park Drive S Jacksonville, FL 32258	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Westfield Ins Co</b>	NAIC #: <b>24112</b>
	INSURER B: <b>F F V A Mutual Insurance Co</b>	NAIC #: <b>10385</b>
	INSURER C:	
	INSURER D:	
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 10-2013 Master 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	CMM1680819	07/12/2013	07/12/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X X	CMM1680819	07/12/2013	07/12/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		CMM1680819	07/12/2013	07/12/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A X	WC84000229042013A	10/10/2013	10/10/2014	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Police Memorial Building City of Jacksonville, and its members, officials, employees & agents are Additional Insureds with Respects to General Liability & Automobile Liability per the Attached Endorsements. A Waiver of Subrogation is in Favor of City of Jacksonville, and its members, officials, employees and agents with Respects to General Liability, Automobile Liability and Workers Compensation per the Attached Endorsements. The Umbrella Policy is Follow Form.

CERTIFICATE HOLDER  City of Jacksonville 231 E Forsyth Street 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  Russell Grice/TLK

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## COMPOSITE EXHIBIT "1"

555 West 44<sup>th</sup> Street  
Jacksonville, FL 32208  
904-630-5431  
904-630-5415 Fax  
[LFlores@coj.net](mailto:LFlores@coj.net)

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COMPOSITE EXHIBIT "1"

POLICY NUMBER: CMM 1680819

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

COMPOSITE EXHIBIT "1"

Policy Number: CMM 1680819

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT -  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.
- C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
  - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary

COMPOSITE EXHIBIT "1"

Policy Number: CMM 1680819

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

COMPOSITE EXHIBIT "1"

---

POLICY NUMBER: CMM 1680819

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Automatic status when required by contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right or recovery we may have against the person or organization shown in the Schedule because of payments we make under the Coverage Form. The waiver applies only to the person or organization shown in the Schedule.

---

CA 70 22 07 05

COMPOSITE EXHIBIT "1"

Policy Number: CMM 1680819

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
BUSINESS AUTO EXPANDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- B. Supplementary Payments
  - Bail Bonds - \$5000
  - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment
- D. Coverage Extensions
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- E. Additional Coverages
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge
- G. Knowledge and Notice of an Accident, Claim or Suit
- H. Unintentional Failure To Disclose Hazards
- I. Worldwide Coverage
- J. Definitions
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 70 22

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, item A. Coverage. 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a

policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

COMPOSITE EXHIBIT "1"

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - LIABILITY COVERAGE, item B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

- a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.
- 6. Fire Department Service Charge  
When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

## COMPOSITE EXHIBIT "1"

Mechanical breakdown does not apply to the accidental discharge of an airbag.

### G. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. Duties In The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

### H. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is

amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

### I. WORLDWIDE COVERAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, subparagraph e. is deleted and replaced with the following:

e. Anywhere in the world, if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (3) If, for such "autos" a "suit" is brought outside the territory described in 7.a. through 7.d. above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

### J. DEFINITIONS

Under SECTION V - DEFINITIONS, Item C. is replaced by the following:

- C. "Bodily injury" means bodily injury; sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

COMPOSITE EXHIBIT "1"

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

WC 99 06 05

FFVA Mutual Insurance Co.

Insured: ThermaServe, Inc.

Policy Number: WC840-0022904-2013A

Effective Date 10/10/2013

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS-WHEN REQUIRED IN CONTRACT OR  
AGREEMENT WITH YOU ENDORSEMENT**

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We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This endorsement will not apply and have no effect in any jurisdiction which prohibits the waiver contemplated herein, but only to the extent of such prohibition.

Schedule:

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

WC 99 06 05

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