

THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE ST.
TALLAHASSEE, FLORIDA 32303

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
March 24, 2014

PURCHASING CONTACT:
Nancy Scott - 488-1206
scottn@leonschools.net

RFP TITLE:
Heating & Air Conditioning Preventive
Maintenance and Repair District Wide

RFP NUMBER:
318 - 2014

RFP OPENING DATE & TIME:

April 24, 2014 @ 2:00 p.m. EST

NOTE: PROPOSALS RECEIVED AFTER THE OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Leon County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 3397 West Tharpe St., Tallahassee, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME
MAILING ADDRESS
CITY, STATE, ZIP
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):
TELEPHONE NUMBER: (EXT) FACSIMILE NUMBER
EMAIL:

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER.

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME
TITLE: DATE

**BID IDENTIFICATION LABEL**

**NOTICE TO ALL BIDDERS:** A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The Leon County School District Purchasing office is open from 8:00a.m. to 5:00p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

<b>Sealed Bid – DO NOT OPEN</b>		<b>Sealed Bid – DO NOT OPEN</b>	
<b>RFP Title:</b>	<b>Heating &amp; Air Conditioning Preventive Maintenance and Repair District Wide</b>		
<b>RFP No.:</b>	<b>318 - 2014</b>		
<b>Proposals Due:</b>	<b>April 24, 2014 @ 2:00 p.m. EST</b>		
<b>From:</b>	_____		
<b>Address:</b>	_____		
	_____		
<b>Deliver To:</b>	Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303		
<b>Sealed Bid – DO NOT OPEN</b>		<b>Sealed Bid – DO NOT OPEN</b>	

## I. INTRODUCTION & GENERAL INFORMATION

The Leon County School District (the District) is soliciting proposals for the purpose of identifying qualified heating and air conditioning system contractors and establish firm pricing to provide labor, parts and materials to perform preventive maintenance and repairs on heating and air conditioning systems and related components on an as needed basis district wide.

## II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "vendor" as used within this RFP refers to the successful bidder.

**A. GENERAL:** In the event of contract award, the terms and conditions of this RFP or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect).

**B. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this RFP agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

**C. AWARD:** In the event of contract award, this contract shall be awarded to the responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the District, taking into consideration price and other requirements as set forth in the RFP. Due to the potential for the existence of overlapping projects at any given time, it is in the best interest of the District to award this contract to multiple vendors, creating a list of pre-approved contractors meeting all specifications listed herein and offering the most advantageous overall proposal(s) to the District. Low cost proposal is but one of the evaluation parameters and does not guarantee contract award. Bidders are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this RFP shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.

Once bids are evaluated, the Purchasing Department will post a Notice of Intent to Award by electronic posting at <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> on/about **May 1, 2014** for a period of 72 hours or three business days, whichever is later. Failure to file a protest within the time prescribed in §120.57 Fla. Stat. shall constitute a waiver of proceedings.

**It is anticipated that an award recommendation will be presented to the School Board for consideration at its regularly scheduled meeting on May 13, 2014.**

**D. TERM:** The initial term of this contract will be after the date of School Board approval, on or about **July 1, 2014 through June 30, 2016**, and may, by mutual agreement between the School Board of Leon County, Florida and the awardee(s), upon final School Board approval, be extended for three (3) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. All prices shall be firm for the initial term of the contract. The successful vendor(s) agree to this condition by signing its bid.

**E. RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

- F. **PUBLIC RECORDS LAW:** Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Proposers in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the Proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain.
- G. **EXEMPT FROM THIS BID:** Purchases shall not include items available at lower prices on established Florida state contracts, cooperative bid agreements which are awarded by other Florida school boards, city, county, or other local governmental agencies, Florida community colleges, U.S. Communities contracts, GSA contracts and State University System contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.
- H. **BIDDER'S RESPONSIBILITY:** Before submitting their proposal, each vendor is required to carefully examine the Request for Proposal specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the vendor will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
- I. **OCCUPATIONAL LICENSE:** The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every contractor submitting a bid on this invitation for bids shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.
- J. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- K. **DRUG-FREE WORKPLACE:** Whenever two or more proposals are equal with respect to price, quality, and service, a proposal received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- L. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Leon County, Florida to a secure area or inside delivery. **The School Board is exempt and does not pay Federal Excise and State of Florida sales taxes.**
- M. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- N. **PURCHASING CARDS:** The School District of Leon County may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The Vendor, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded. No third party payment, i.e. Pay pal will be considered.
- O. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- P. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- Q. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- R. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- S. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. **The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage and listing the Leon County School Board as "Additional Insured" on said policies.**
- T. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- U. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, Chapter 440, Florida Statutes, and all rules and regulations promulgated thereunder. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability or national origin.
- All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.**
- V. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- W. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- X. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- Y. **TERMINATION FOR DEFAULT:** The Director of Purchasing shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.
- Z. **TERMINATION/CANCELLATION OF CONTRACT:** The School Board reserves the right to cancel the contract without cause with a minimum 30 (thirty) days written notice. Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract. Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract. The bidder may cancel the resulting contract with 30 (thirty) days **written** notice to the Director of Purchasing. Failure to provide proper notice may result in the bidder being barred from future business with the

School District.

- AA. TERMINATION FOR CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
- BB. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- CC. AUDITS, RECORDS, AND RECORDS RETENTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
  2. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
  3. Upon completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
  4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
  5. Persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
  6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- DD. WEAPONS AND FIREARMS:** The Board prohibits any contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on Board property and any setting that is under the control and supervision of the Board as specified in Board Policy 7217. Violations will be subject to the immediate termination of the contract.
- EE. LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

**Finger Printing and Background Check:**

The vendor/contractor agrees to comply with all requirements of Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board

with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the vendor/contractor providing any/all services as required herein. The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

**Where:** Leon County School Board –Safety & Security Department  
2757 W. Pensacola St.  
Tallahassee, Florida 32304

**When:** Monday-Friday  
8:00 a.m. – 5:00 p.m.

**Point of Contact:** Donald Kimbler @ 850-487-7293

**LCSB Policy 8475 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur**

- FF. CONTACT WITH STUDENTS:** No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.
- GG. SAMPLES AND BRAND NAMES:** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expect to receive as a minimum. Bidders offering equivalents or superior products to the brand/model specified will be considered. The School District reserves the right to determine the acceptability of any alternatives offered.
- HH. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be the qualifications of the firm and personnel proposed to do the work and cost proposal. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- II. CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the school Districts website at <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

JJ. **DISPUTE RESOLUTION CLAUSE:** In the event a dispute occurs, or a clarification of contract terms becomes necessary, please indicate your company representative for arbitration proceedings.

Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Our District Representative will be: Mr. Jeff Wahlen  
Ausley & McMullen  
(850) 224-9115

KK. **PROTESTING BID SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this Bid or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the Bid or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the school district administration is closed. Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.

LL. **PROTESTS TO CONTRACT AWARD:** The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFP, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6326. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. **Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.**

MM. **CONTACT:** All contact and requests for clarifications should be submitted via e-mail to: [scott@leonschools.net](mailto:scott@leonschools.net) no later than **April 15, 2014**. Answers will be posted at [www.leon.k12.fl.us/public/business/purchasing/Current%20new.htm](http://www.leon.k12.fl.us/public/business/purchasing/Current%20new.htm) no later than **April 17, 2014**.

**Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.**

NN. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

### III. **SPECIAL CONDITIONS**

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

A. **AGREEMENT FORM:** The basis of our agreement shall be the terms and conditions of this Request for Proposal and the Bidder's response thereto. Any alternative agreement form or document required by Bidder shall be attached with their response hereto. The District reserves the right to reject any terms or conditions in conflict with those set by this RFP or negotiate mutually acceptable terms or conditions as it deems appropriate.



- B. **FIRM OFFER:** Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the District the services/products set forth in this RFP. Such offer shall be held open for a period of sixty days from RFP opening date or until one of the bids has been awarded by the District.
- C. **RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.
- D. **CLARIFICATIONS:** The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Bidder, to accurately evaluate the bid. Such information shall not materially change the original bid response nor serve to allow the addition of new information that was not originally expressed or referenced.
- E. **COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Director of Purchasing, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board, makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

- F. **SBDO PROGRAM:** The Board established the Small Business Development Office to support innovative race and gender neutral strategies to promote qualified small business participation as specified in Board Policy 6325.
- G. **LOCAL PREFERENCE:** This RFP is subject to the local preference provisions as specified in Board Policy 6450.
- H. **FLORIDA PREFERENCE:** This RFP is subject to §284.084 Florida Statutes, which requires, among other things, the following:  
“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 an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.”  
Any vendor, regardless of whether its principal place of business is located inside or outside of this state, who submits any written bid, proposal or reply documents is responsible for understanding and complying with the requirements of §284.084 Florida Statutes.
- I. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford the Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, LCSB reserves the right to purchase the item(s) from the state of Florida contract.
- J. **INDEMNIFICATION:** Successful bidder agrees to indemnify and save harmless the Leon County School District, its officers, agents and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the successful bidder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the successful bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the successful bidder.

**K. INSURANCE:**

1. The successful bidder agrees to maintain, in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000.00 with an Insurance company rated not lower than "A" and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Supplier and a copy thereof shall be delivered to the District before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves construction to be performed by the Supplier, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000. and the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$500,000 according to the same terms, provisions, conditions and requirements described in the first paragraph of this section. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.
3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Supplier, the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida State Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.00.

- L. TERMINATION:** Except as it relates to any warranty provision established by this agreement and in addition to any and all rights by the parties in law or equity, the Successful Bidder may terminate this agreement at any time with thirty (30) days written notice to other without penalty. The District may unilaterally terminate this agreement with thirty (30) days written notice to Contractor without penalty at any time. In the event of termination, the Contractor (a) shall be responsible for the delivery of all products and services up to the date of termination, or (b) may mutually be canceled without penalty upon agreement by the parties. The District shall be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this agreement shall survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.
- M. COMPLIANCE WITH LAWS:** Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under the bid.
- N. GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the **State of Florida**. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- O. COMPLIANCE WITH SCHOOL CODE:** Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

- P. PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the District reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the District.

The District may consider pricing increases of the bid item(s) if the following conditions occur:

1. There is a verifiable price increase of the bid item(s) to the contract supplier.
2. The contractor submits to the District, in writing, notification of price increases.
3. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
4. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the District to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The District reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the District is in acceptance of the new prices before processing any orders with the new costs.

- Q. CONTRACTOR:** The contractor shall carefully review the contract documents and shall report to LCSB any error, inconsistency or omission discovered. The contractor shall perform no portion of the work at any time without contract documents or written approval from LCSB. The contractor shall provide supervision to direct the work using their best skills and attention, and shall be solely responsible for all contracted service means, methods, techniques, sequence, procedures and coordination of all portions of the work under contract. The contractor shall be responsible to LCSB for the acts and omissions of his employees, subcontractors and their agents and employees, or other persons performing any of the work under the contract.
- R. SUB-CONTRACTORS:** LCSB must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Director of Facilities. The vendor will be fully responsible to LCSB for the acts and omissions of the sub-contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor.
- S. DAVIS-BACON ACT (34 CFR 80.36(i)(5)):** All vendors, contractors and subcontractors must 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 subgrantees 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).
- T. PERMITS, FEES, NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to LCSB, shall assume full responsibility therefore and shall bear all costs attributable thereto.
- U. CHARTER SCHOOLS:** Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Leon County. LCSB is not responsible or liable for purchases that may be made by Charter Schools.
- V. PUBLIC RECORDS LAW:** Pursuant to Florida Statute, it is the practice of the Board to make available for public inspection and copying any information received in response to an Invitation to Bid (RFP) or Request for Proposals (RFP). No action on the part of the respondent to an RFP or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.
- W. NONDISCRIMINATION CONTACT INFORMATION:** No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law. Any employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact: Dr. Kathleen L. Rodgers, Equity and Title IX Compliance Officer, 2757 W. Pensacola Street, Tallahassee, FL 32304; (850)487-7129; [rodgersk@leonschools.net](mailto:rodgersk@leonschools.net)

- X. **SCHOOL BOARD RIGHTS:** The Board reserves the right to:
1. Reject any and all offers received as a result of the ITB and to re-bid the services if it is in the best interest of the Board.
  2. Disqualify a bidder from receiving the award if such bidder, or anyone in the bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
  3. Seek clarification of information submitted and to waive minor irregularities in any proposal.
  4. **Accept and utilize any and all ideas submitted in any proposal.**
  5. Negotiate further with any bidder responding to this ITB if it will best serve the interest of the Board.
  6. Re-negotiate terms and conditions of this ITB due to regulatory changes or other factors which may impact this contract.
  7. Subsequent to establishing a contract resulting from this ITB, if the Board determines that additional features, service, modifications, or deletions are needed and it is in the Board's best interest, the Board may enter into negotiations with the contractor to amend the contract.

#### IV. **PERFORMANCE REQUIREMENTS & INSTRUCTION TO BIDDERS**

- A. **TERMS OF AGREEMENT:** The District will enter into a term contract agreement with a contractor(s) that is qualified to perform heating and air conditioning equipment services. This agreement can be renewed annually upon mutual consent (and final approval by the School Board of Leon County, Florida) for a total not to exceed five-years. The agreement's first term will be effective after School Board approval on or about **July 1, 2014 – June 30, 2016**. Annual expenditures will vary based on District wide needs and corresponding availability of funds.
- B. **INTENT:** It is in the intent of the District to establish fixed prices for preventive maintenance and repair services as specified herein from a qualified source(s) of supply that will give prompt and professional service.
- C. **FULL SERVICE AGREEMENT:** This RFP establishes a Full Service Agreement on an as needed basis to provide services including, but not limited to:
1. Furnish all supervision, transportation, labor, material and equipment to provide inspections, preventive maintenance, emergency repair, filter replacement, routine repair services, including all coil replacement, compressor overhauls, and providing necessary, systematic periodic service, maintenance and repair for all of the air-conditioning equipment in schools and administrative offices as requested district wide.
  2. The contractor shall inspect the air conditioning equipment and its operation upon request. As conditions warrant, the contractor shall adjust, lubricate, clean, repair or replace parts and filters in order to keep the equipment in proper and safe operating condition in accordance with OEM published specifications, recommendations and requirements.
  3. The contractor shall provide and maintain all equipment, instruments, parts and materials necessary to provide the maintenance/repair service as requested which shall include, but not be limited to, thermostats, microprocessor, sensor, pressure gauges, valves and hoses, electrical meters, and any such devices and/or instruments as are necessary, required and common to the trade.
- D. **INDIVIDUAL PROJECTS:** The firm prices as proposed under this agreement will be the basis for all services/billings as a result of performance of award under this contract.
- E. **EQUIPMENT ACQUISITION:** The District is requesting a percentage (%) materials mark up price from each bidder as part of this RFP. **The District will NOT accept any materials markup pricing that is in excess of 25% of the awarded contractors actual cost for the materials. The mark up percentage may not be applied to any amount the vendor pays in sales tax for the materials or equipment.** The awarded contractors must provide, the original invoice showing the contractors actual cost for any equipment as provided. **Further, the District reserves the right to acquire by its own means any equipment or materials necessary to perform the scope of work as delineated in this contract.**
- F. **RESPONSE TIME:** The contractor will be required to respond to any request for routine service within **forty-eight (48) hours'** notice. Routine service is defined by these specifications as regularly scheduled work/maintenance not deemed to be an emergency as requested by the District Authorized Representative.
- G. **EMERGENCY SERVICE:** In the case of a designated emergency, the successful contractor must be able to respond to an emergency call within **two (2) hours**. Emergency service is defined by these specifications as an unexpected situation or occurrence that demands two (2) hour response by the contractor due to system failure, power loss, acts of nature or any life threatening situation for building occupancy or as declared at the sole discretion of the District Authorized Representative.

**H. VENDOR QUALIFICATIONS:** These qualifications will serve as the minimum requirements for vendors submitting proposals in response to this RFP.

1. At the time of submitting their proposal, and throughout the term of this Agreement, the vendor shall hold and maintain an active valid certified license with the Department of Business and Professional Regulation of the State of Florida as a Mechanical or Class A Air Conditioning Contractor. Copies of the qualifier's Florida State license shall be submitted with the bid proposal.
2. The vendor submitting their proposal shall have been in business for a minimum of five (5) years as a Heating and Air Conditioning contractor, doing system installation for commercial, industrial and institutional customers, and shall present documentation verifying that experience.
3. The vendor shall employ, throughout the term of this Agreement, at least two (2) full time technicians that are properly trained and certified in refrigerant handling, recovery, and storage. Technicians shall have successfully completed the EPA Universal Refrigerant Transition and Recovery Certification Program and shall be so certified. The vendor shall submit with their proposal, copies of all technicians' EPA Universal Refrigerant Transition and Recovery Certification.
4. The District is interested in identifying vendors that have technicians with specific qualifications on **McQuay Centrifugal chillers, Smardt chillers, and Desert Aire units**. Any bidder who has certifications specific to this line of equipment is highly encouraged to submit said documentation along with their bid.
5. **The vendor shall maintain offices, shop facilities and personnel located in the counties of Leon, Gadsden, Liberty, Wakulla or Jefferson County, Florida.** The vendor shall be accessible, toll free by telephone from Leon County during regular business hours. The vendor shall submit a list of the names and all cellular phone numbers of their service managers, service supervisors, service salesmen, service technicians and service dispatchers. An answering service for emergencies capable of contacting vendor's appropriate staff shall be available on a twenty-four (24) hour basis during the term of this Agreement.
6. The vendor shall supply a list of all service technicians who will be performing service to the District during the term of this Agreement. The list should include the following information:
  - a. Technician's years of commercial HVAC service experience
  - b. Technician's assigned office location
  - c. Technician's list of qualifications.
  - d. Copies of resume's and all supporting certifications
7. The vendor shall submit with their proposal, letters of reference from three (3) full service contract customers that they have done work for during the past four (4) year period stating that the vendor's service has been satisfactory. The customer's referenced facilities must be located either in the counties of Leon, Gadsden, Liberty, Wakulla or Jefferson County, Florida. **The vendor shall not use the School Board of Leon County as a reference.**
8. All required vendor qualification documents shall be submitted with the proposal. All qualification documents shall be evaluated by the District before any recommendation of award will be made. During the term of this Agreement, any change in the license status of the vendor, vendor's subcontractor(s) if allowed, or technicians' certificate status, shall be reported, in writing, to the District Authorized Representative within five (5) working days of the occurrence.
9. The vendor is required and shall have the capability to simultaneously perform work at multiple locations throughout the District when requested to do so.
10. It is the responsibility of the vendor to comply with all codes and regulations as they pertain to performance of the work under the terms of this Agreement.

**I. SCOPE OF WORK:**

1. The contractor shall furnish at their expense all supervision, equipment, tools, machinery, labor, materials transportation and other items and services necessary to fully accomplish the project as assigned in accordance with the terms, conditions and specifications of this RFP.
2. All work shall be accomplished in strict accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, without exception, the contractor shall comply with the letter and intent of all EPA, OSHA, and any other pertinent federal regulations and laws concerning the work specified herein.

3. The contractor is responsible for the protection of all buildings, structures and utilities that are under or above ground or on the surface, from their operations that may be hazardous and/or damaging to said facilities.
  4. The contractor is responsible for the protection of all students, visitors, and District personnel against hazards and/or injuries due to their operations at the work site.
  5. The contractor shall ensure frequent pick-up of all refuse, rubbish, scrap materials and debris that result from their operations so that the work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. At completion of work the contractor shall remove all work materials, tools, equipment, and surplus materials from the work site and leave project in ready-to-use condition.
- J. WORKING DAY:** The normal working hours for the District are between 7:00 a.m. and 5:00 p.m. Monday through Friday. Projects will be mutually scheduled as required by the District's interests. Such scheduling will include off hours, weekends and holidays.
- K. OVERTIME:** The District shall allow overtime payment at a maximum rate not to exceed one and one half (1 ½) times the awarded hourly rate quoted by the Contractor(s) in its Bid. The overtime allowance shall only be provided in those circumstances where expressly agreed upon by the District Authorized Project Coordinator and only prior to the commencement of the overtime work. Furthermore, overtime work shall not be allowed during the normal workday. If overtime is required due to the late arrival of the Contractor(s) crew to the Relocation Project site, no overtime shall be allowed to complete the Relocation Project on schedule.
- L. DISCRIMINATION:** Bidder(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods and training selection.
- M. NON-EXCLUSIVE:** The District reserves the right to perform, or cause to be performed, the services herein described in any matter it sees fit, including, but not limited to, award of other contracts, utilization of existing State or County contracts, or to perform the work with its own employees.
- N. SAFETY:** The awarded contractor shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of the District. The awarded contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they relate to, and are applicable to the performance of the work of this contract.
- O. EMERGENCIES:** In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized District representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.
- P. DAMAGE TO DISTRICT OWNED PROPERTY:** Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the District within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized District representative, may make repairs that are deemed within its capability. The District reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the District's operations. Costs of any replacement or repairs made by the District for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. **This shall not prevent the District from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor.**
- Q. EQUIPMENT:** All equipment operated on any school district site shall be equipped with guards and/or shields to minimize the possibility of injury to the operator or the general public. Machinery not equipped with safety devices shall not be operated at any facility housing students, staff or other personnel. No power equipment shall be operated in the vicinity of students during periods such as class change, recess, fire drills, etc. Proper and safe operation of all equipment is the contractor's responsibility.
- R. CONTRACTOR'S RESPONSIBILITY:** The awarded Contractor(s) shall furnish at their own expense all labor, tools, equipment, and transportation as necessary to fully accomplish the relocation services as specified herein.
- S. PRE-EXISTING WARRANTY:** Some or all equipment or parts covered under this Agreement may be under Warranty. The awarded vendor(s) will be held responsible for dealing with the contractor and/or the OEM for all warranted equipment from the date of award. The vendor will be responsible for obtaining warranty work and/or parts from the appropriate

party, providing labor as necessary, for all of the air conditioning equipment. However, the equipment shall be considered "as is" and shall be covered under this Agreement as of the effective date.

- T. SITE VISIT AND BASIC SERVICE REQUIREMENTS:** The vendor shall have visited the facilities and shall have inspected all equipment, to be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate, to fully understand any difficulties and restrictions involved, while attending to the execution of the work with minimal disruption to the operations of the facility
1. It shall be the responsibility of the vendor to examine the equipment prior to the submittal of their proposal.
  2. An initial full equipment inspection will be assigned to the awarded contractor(s) by site and within a timeframe that will be designated by the District Authorized Representative.
  3. Upon receipt of a service call the awarded contractor(s) will be responsible for providing all maintenance, repairs, labor, materials (unless otherwise instructed by the District), including coil(s) replacement, compressor overhaul or replacement, oil analysis, as well as controls and sensors necessary to bring all covered equipment up to OEM specifications and to keep the equipment in proper operating condition within OEM specifications throughout the term of this contract).
  4. The awarded contractor(s) will provide the District with a written report detailing the work that was performed at each site visit. These reports will be required to accompany the invoice for services rendered.
  5. Where an **emergency** is deemed to exist by a District Authorized Representative, the contractor shall be required to respond with a verbal notice to proceed. This response must result in the arrival of a technician at the designated facility within **two (2) hours** of notification.
  6. **Routine service** will be initiated by the District and will be in accordance with OEM specifications and the terms of this contract. When a call is placed for routine service, the contractor will be required to respond to this service request within **forty-eight (48) hours**.
- U. SYSTEM FAILURE:** Should any of the contractor(s) activities result in HVAC system failure, or shutdown of any part of the air conditioning system, the vendor is required to immediately inform the District Authorized Representative and follow up with a written notice within twenty-four (24) hours. The written notification shall state the reason the equipment is not in service, when repairs will be completed and the system back in full operation. The contractor shall make every effort to expedite the service and minimize the disruption (the cooling effectiveness) to the location being serviced and shall employ every ordinary and extraordinary effort to minimize loss of air conditioning time.
- V. SYSTEM CONDITION:** Whenever services are provided, the contractor shall ensure that the HVAC equipment and systems are left in an operable condition. The contractor shall document all services performed and submit said documentation with their invoice for services.
- W. CONTRACTOR ACCESSIBILITY:** Contractor shall be accessible by a Leon County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The expected two (2) hour response time from initial call notification is required during business days from 7:00 AM to 5:00 PM. If the contractor is notified after business hours, or notification would result in an arrival after 7:00 PM, response time shall be expected the next business day at 7:00 AM provided a two (2) hour time window was provided from notification to expected response time
- X. STOPPAGE OF WORK:** The District reserves the right to stop work on any project if, in the opinion of the District's Authorized Representative or the Inspector:
1. Materials or work are not in conformance with the OEM specifications, applicable codes, standards, District specifications and/or accepted practices.
  2. The contractor's activities result in damage to District property.
  3. The contractor's activities interfere with the normal operation of the facility.
  4. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities the contractor's personnel have not received their Level II background clearances.
  5. Any other condition, situation, or circumstance which, in the opinion of the District Authorized Representative or Inspector, would be a detriment to the best interests of the District if allowed to persist.

- Y. INSPECTION OF WORK:** The District reserves the right to inspect the contractor's work at any time to assure compliance with all terms and conditions of this Agreement. All work will be inspected pursuant to applicable codes. All deficiencies noted by the District will be submitted to the contractor for correction. Within thirty (30) calendar days after submission of deficiencies to the contractor, an inspection of the air conditioning system may be conducted to insure corrective action was taken. Should the deficiencies not be corrected, the contractor shall be liable for any cost incurred by the District to insure the correction to include, but not limited to, additional inspections, repairs and meetings.
- Z. PARTS:** The contractor(s) at their own expense shall maintain a stock of the most common parts necessary to service the units. Among the stocked parts shall be filters, compressors, fan motors, belts, pulleys, thermostats, humidistats, electronic boards, relays and contactors. Such parts shall be maintained readily at hand to allow completion of all work, whenever possible, on the same day as arrival on-site, and shall be in the service technician's vehicle when performing the quarterly checks.
- AA. INCLUDED SERVICES:**
1. The contractor(s) shall provide complete maintenance, service, repair, and/or replacement and other services, including but not limited to the following equipment, parts, and system requirements; inspections, testing, maintenance, calibration, repair or replacement, adjustment, electrical equipment, heating elements, motors, electrical wiring up to 6 feet from point of connection, enthalphy wheel(s), damper(s), pressure relief, discharge plenum and duct interphase, terminals, microprocessor, outside air louver, fans, coupling, shafts, fan blades, belts, pulleys, and bearings, coil(s), refrigerant piping, thermostats, thermostat programming, thermostat battery, humidistat, expansion valves or metering device, interior and exterior caulking and sealing, condensate drains branches to storm drain main connection, compressors, filters, dryers, starters, solid state starters, contactors, relays, equipment disconnect switches, variable speed drives, breakers, fuses, timers, switches, including resealing of fiberglass insulation and edges with proper white breather weather barrier mastic.
  2. Inspections, routine and emergency repairs, overhauls, and preventive maintenance shall be performed in strict accordance with the OEM's specifications and recommendations.
  3. All labor, materials, testing and parts required for the repair and preventive maintenance of the specified equipment, including, but no limited to, all refrigerants, lubricants, chemicals, paints, belts, lamps and gaskets and other repair parts.
  4. Insulation removed for maintenance or dislodged by age shall be reinstalled in a manner consistent with manufacturer's instructions for application and shall be properly sealed with mastic for permanency and so no fiberglass is in contact with the airstream. Tape is not allowed to be used to seal insulation.
  5. Primer and paint shall be applied where required to prevent deterioration of the equipment.
  6. The contractor(s) shall be responsible for any ceiling, walls, electrical system, floor and/or duct repairs, in addition to the equipment and its access panels, damaged as a result of equipment or panel removal for servicing. The contractor(s) shall ensure that all access panels and screws are installed and fit correctly after servicing equipment.
- BB. WARRANTY:** All new work and materials supplied by the contractor(s) shall be warranted for a minimum period of one (1) year. Maintenance work shall be warranted for a period of ninety (90) days, and the contractor(s) shall remedy any defects for a minimum of ninety (90) days from the date of final acceptance. All labor and materials used shall be documented on the contractor(s) service reports. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written or oral notice. If the contractor(s), after notice, fails to proceed promptly with the terms of the warranty, the District may have the defects corrected and the contractor(s) will be liable for all expense incurred. Such action shall not relieve the contractor(s) of further warranty liabilities. The provisions of this section apply equally to work done by subcontractors, as well as to work done by direct employees of the contractor. The contractor(s) shall be the responsible entity for work performed by subcontractors.
- CC. SITE INSPECTION:** All bidders are encouraged to make site inspections of typical schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. A District representative is available to answer questions regarding normal workload, average job size, problems, safety considerations, or other conditions unique to this school system. Failure to consider these conditions shall not entitle the awarded vendor to additional compensation after bid award.



- DD. CRIMINAL BACKGROUND CLEARANCE:** Pursuant to School Board Policy 2.021, Criminal Background and Employment and the Florida Legislated Jessica Lunsford Act, any personnel deployed to school sites as a result of contract award must have received a Level II criminal background screening and clearance. **See page 6, item EE, Background Screening Requirements of these specifications for detailed information concerning the procedures pertaining to this requirement.**
- EE. SUBCONTRACTING:**
1. The awarded contractor shall be the primary service provider and shall perform all of the services as specified in this ITB. Subcontracting for these base services is not allowed.
  2. The District, for work where the contractor is requested to perform additional services, may allow subcontracting.
  3. Any work or service to be performed by a subcontractor must have the prior approval of the District. The District reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of bid prices. The contractor shall inform the District Authorized Representative prior to scheduling any subcontractor's visit to any District facility.
  4. Failure by the contractor to have a subcontractor approved by the District will not relieve the contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Agreement.
  5. The contractor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The District shall not be responsible for resolution of disputes between the vendor and any subcontractor.
  6. The personnel of all subcontractors shall meet all of the requirements as stated herein.
- FF. EMERGENCIES:** In any emergency affecting the safety of persons and property, the Contractor(s) shall act immediately to prevent threatened damage, injury or loss. Any such emergency must be reported to the District not later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.
- GG. SMOKING AND TOBACCO PRODUCTS:** Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.
- HH. IDENTIFICATION:** I.D. badges and/or company logos on shirts or hats are required on all contractor's personnel.
- II. ATTIRE:** Proper attire shall be worn at all times.
1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
  2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
  3. Protective garments as appropriate and proper shoes to insure the individual's safety shall be worn at all times.
- JJ. FRATERNIZATION:** The contractor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this Agreement are strictly forbidden from participating in any manner and form of interaction with the students of Leon County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the contractor may be prohibited from employing the individual in any future work with the District.
- KK. LAWS AND CODES:** All work shall be accomplished in strict accordance with specifications as set forth herein, and all applicable federal, state, county and local laws, codes, ordinances and School Board policies. In addition, without exception, the awarded contractor(s) shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal regulations and laws as they apply.

**LL. FACILITY USE, WASTE CLEAN UP AND PROTECTION:**

1. The contractor(s) shall conform to all applicable OSHA, state and local regulations while performing work under this Agreement, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school or facility and the general public in and around the work area.
2. The contractor(s) shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances. Waste oil, empty refrigerants containers, empty oil containers, not currently in use, all used parts, and other materials shall be disposed of immediately after the completion of each service visit. All disposal of hazardous material such as, but not limited to, contaminated waste oil and refrigerants shall be handled in strict compliance with the EPA and any Federal, State or local codes having jurisdiction.
3. The contractor(s) shall remove all tools, equipment and rigging from the premises immediately upon completion of any service work.
4. The contractor(s) shall maintain the work area in a neat and clean condition. All waste materials are to be removed at the contractor(s) expense.
5. It is the responsibility of the contractor(s) to keep the site free from trash, debris, excess material, tools and free of hazardous conditions at all times.
6. Contractor(s), its employees and/or assigns shall not use the District cafeteria, lounge, or equipment. Dumpsters may be used only with prior written permission from the District Authorized Representative.
7. The District is not responsible for loss of tools, equipment or supplies.
8. Contractor(s) shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.
9. Contractor(s) shall not impede nor interfere with the normal function of the facility, its occupants or programs.

**All questions pertaining to these general specifications should be submitted in writing to:**

**Nancy Scott, Purchasing Agent II  
3397 W. Tharpe St., Tallahassee, Florida, 32304  
850-488-1206 [scottn@leonschools.net](mailto:scottn@leonschools.net)**

**V. QUESTIONNAIRE AND RESPONSE**

- A. PROPOSAL REQUIREMENTS:** Bidders must submit **one (1) original and one (1) copy** of their completed proposal for this RFP. All proposals submitted in response to this RFP shall become the property of the District. Proposals should be sealed and mailed or hand delivered to: Leon County Schools, Purchasing Department, Attn: Nancy Scott, 3397 West Tharpe St., Tallahassee, Florida, 32303.

**Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics.** Each page of the proposal should state the name of the bidder, the RFP number, and the page number. The District may request additional data or material to support proposals.

If any director, officer, employee, agent or other representative of a bidder, including any other parties that may be involved in a joint venture or a consortium with the bidder, makes, from and after the date of issuance of this RFP, any representation or solicitation to any member of the School Board or any official, employee or agent of the District, with the exception of, Nancy Scott, Purchasing Agent II, with respect to the bidder's response or any other bidder's response, the District shall be entitled to reject that respondent's proposal. A representation for the purposes of this requirement can be considered to be anything said or written to any school board member, official, employee or agent which provides information advancing the interests of a proposal.

**B. PROPOSAL ORGANIZATION:** Your proposal is to be organized and submitted in the exact format as listed below:

1. Bidder Acknowledgement form (Page 1)
2. Bid Identification Label affixed to your submittal (Page 2)
3. Dispute Resolution Contact (See page 8, item JJ)
4. **VENDOR QUALIFICATIONS:** These qualifications will serve as the minimum requirements for vendors submitting proposals in response to this RFP. (See page 12, Item H, 1)

At the time of submitting their proposal, and throughout the term of this Agreement, the vendor shall hold and maintain an active valid certified license with the Department of Business and Professional Regulation of the State of Florida as a Mechanical or Class A Air Conditioning Contractor. **Copies of the qualifier's Florida State license shall be submitted with the bid proposal.**

5. **VENDOR QUALIFICATIONS:** These qualifications will serve as the minimum requirements for vendors submitting proposals in response to this RFP. (See page 12, Item H, 5)

The vendor shall employ, throughout the term of this Agreement, at least two (2) full time technicians that are properly trained and certified in refrigerant handling, recovery, and storage. Technicians shall have successfully completed the EPA Universal Refrigerant Transition and Recovery Certification Program and shall be so certified. **The vendor shall submit with their proposal, copies of all technicians' EPA Universal Refrigerant Transition and Recovery Certification.**

6. **Company profile sheet to include:**

***PROPOSALS SUBMITTED WITHOUT THIS INFORMATION MAY BE  
CONSIDERED NON-RESPONSIVE AND WILL NOT BE EVALUATED FOR CONTRACT AWARD***

- a. **Brief statement of interest and qualifications to include years in business and number of employees.**
  - b. **Experience resume's and qualifications of personnel proposed to do the work.**
  - c. **Information on any current multi-year contracts of a similar nature and any unsolicited support the Bidder wishes to include.**
  - d. **Statement of warranty policy period and any exclusions that may apply**
7. Exceptions to Technical Specifications, if any
  8. Cost Proposal Form (See page 21)
  9. Statement of No Bid (See page 22)
  10. Customer Reference Form (See page 23 )
  11. Vendor Questionnaire (See page 24)
  12. Drug Free Workplace Verification Form (See page 25)
  13. Certification Regarding Debarment (See page 26 - 27)
  14. Sworn Affidavit – Jessica Lunsford Act (See pages 28 - 29)
  15. Local Small Business consideration (See page 30)
  16. Application for Vendor Status (See page 33)
  17. Conflict of Interest Certificate (See page 34)

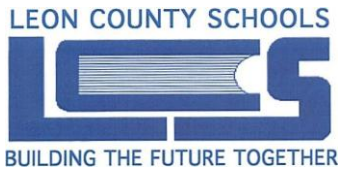
**C. DOCUMENTATION:** Bidder **must include in their proposal** all documentation that will be used during the course of this agreement. **Bidder in all cases shall be in a position to assure a timely completion of service to the District.** Bidder will be asked to commit to an acceptable response and turn-around time as a performance parameter to this agreement. Bidder will be audited during the contract to confirm that performance commitments are being met.

**D. IMPLEMENTATION SCHEDULE:** The estimated schedule for selecting and awarding this contract is as follows:

<b>Mailing/Posting of Request for Proposals</b>	<b>March 28, 2014</b>
<b>Submission of Questions by Proposers</b>	<b>April 15, 2014</b>
<b>Posting of Responses to Questions</b>	<b>April 17, 2014</b>
<b>Opening of Proposals</b>	<b>April 24, 2014</b>
<b><i>(Proposals due no later than 2:00 p.m. EST)</i></b>	
<b>Evaluation of Proposals</b>	<b>April 25 – 30, 2014</b>
<b>Notice of Intent to Award Posted on or about</b>	<b>May 1, 2014</b>
<b>School Board Consideration Date</b>	<b>May 13, 2014</b>
<b>Contract Inception Date after Board Approval</b>	<b>July 1, 2014</b>

**THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



**RFP No. 318 - 2014 Heating and Air Conditioning Preventive Maintenance  
Cost Proposal Form**

**Vendor Acknowledgment and Approval**

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 materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and as described herein. Please print below and sign where required.

\_\_\_\_\_  
Authorized Representative's Name/Title                      Authorized Representative's Signature                      Date

\_\_\_\_\_  
Company's Name                      Telephone Number                      FAX Number

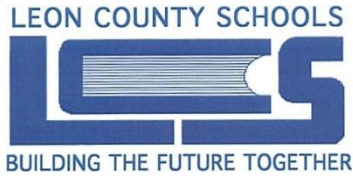
\_\_\_\_\_  
Address                      City                      State                      Zip Code

\_\_\_\_\_  
Area Representative                      Telephone Number                      FAX Number

We, hereby, propose to provide the services described herein for the cost per hour rate of:	<b>STRAIGHT TIME</b> Weekdays 7:00 a.m. – 5:00 p.m.	<b>OVERTIME</b> Weekdays 5:00 p.m. – 7:00 a.m., Weekends and Holidays
<b><u>LABOR:</u></b>		
<b><u>Journeyman HVAC Mechanic (each)</u></b>	\$ _____/hour	\$ _____/hour
<b><u>Apprentice Helper (each)</u></b>	\$ _____/hour	\$ _____/hour
<b><u>Laborer (each)</u></b>	\$ _____/hour	\$ _____/hour
<b>MATERIALS:</b> <b><u>Invoiced Cost Plus % Markup</u></b>  The District will not accept markup percentages in excess of 25% of the invoiced cost of the materials.	<b>Material Invoice Cost:</b>  0 - \$10,000.00  \$10,000.00 - \$25,000.00	<b>Markup Percentage:</b>  _____%  _____%

**ADDENDA ACKNOWLEDGMENT:** The undersigned also acknowledges the receipt of the following Addenda:

**ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_ **ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_  
**ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_ **ADDENDUM NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_



**STATEMENT OF NO BID**

If you are not bidding on this service/commodity, please complete and return this form to: Purchasing Department, Leon County Schools, 3397 W. Tharpe Street, Tallahassee, Florida, 32303. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Leon County.

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to bid on your **RFP NO. 318 - 2014 – HEATING & AIR CONDITIONING PREVENTIVE MAINTENANCE AND REPAIR DISTRICT WIDE**

- We do not offer this product or the equivalent.
- Insufficient time to respond to the invitation to bid.
- Remove our name from this bid list only.
- Our product schedule would not permit us to perform.
- Unable to meet bond requirements.
- Other. (Specify below)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

THE LEON COUNTY SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
3397 WEST THARPE STREET  
TALLAHASSEE, FLORIDA 32303

RFP NO. 318 - 2014 – HEATING & AIR CONDITIONING PREVENTIVE  
MAINTENANCE AND REPAIR DISTRICT WIDE

**CUSTOMER REFERENCE FORM**

Please provide all requested information for each reference.

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

**Business Type:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Last Supplied Products or Services:** \_\_\_\_\_

---

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

**Business Type:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Last Supplied Products or Services:** \_\_\_\_\_

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

**Business Type:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Last Supplied Products or Services:** \_\_\_\_\_

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THE LEON COUNTY SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
3397 WEST THARPE STREET  
TALLAHASSEE, FLORIDA 32303

RFP NO. 318 - 2014 – HEATING & AIR CONDITIONING PREVENTIVE  
MAINTENANCE AND REPAIR DISTRICT WIDE

**VENDOR QUESTIONNAIRE**

Please provide written responses to the following questions. If the answer to any of the questions is 'Yes', Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

Yes       No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes       No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?

Yes       No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes       No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes       No

Is Vendor currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes       No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes       No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes       No



## DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that 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 procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to 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 that will be taken against employees 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 employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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.

Vendor's Signature \_\_\_\_\_

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name(s) of Authorized Representative(s)

\_\_\_\_\_  
Title(s) of Authorized Representative(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

Form AD-1048 (1/92)

## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**SWORN STATEMENT – NEW CONTRACTS  
SWORN STATEMENT PURSUANT TO SECTION 1012.465,  
FLORIDA STATUTES AS AMENDED BY  
HB 1877, THE JESSICA LUNSFORD ACT**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF  
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to The School Board of Leon County, Florida (*hereinafter "Board" or "School Board"*) by \_\_\_\_\_  
*(Print individual's name and title)*

for \_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

whose business address \_\_\_\_\_  
is \_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
*If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.*

2. I, \_\_\_\_\_ am duly authorized to make this sworn statement  
*(Print individual's name and title)*

on behalf of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter "The Act" or "Act"*) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a \_\_\_\_\_ (*eg. a charter bus company*)  
*(Type of entity)*

All contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

- 7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
- 8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
- 11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_ is personally known to me  OR produced identification

by showing \_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_ My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)



### SMALL BUSINESS DEVELOPMENT OFFICE

The Board has determined that funds generated in the community should, to the greatest extent possible, be placed back into the local economy. Therefore, the Board has determined that it is in the best interest of the Board and the community to give a preference to small business enterprises as specified in Board Policy 6325

Check if you are requesting consideration as a certified small business enterprise:  Yes or  No

1. Contract award will be conditioned on meeting the requirements of this section. The Board requires the following:
2. Submission by the proposer of the completed "Tabulation of Subcontractors" form with the proposal; (when applicable)
3. The names and phone numbers of all Subcontractors. Clearly designated which Subcontractors are a qualified LSBE that will participate in the contract;
4. A description of the Work and/or Materials that each qualified LSBE will perform or supply;
5. The dollar amount or percentage of the Work and/or Materials that each qualified LSBE will provide on the project;
6. If the actual participation of qualified LSBE in the apparently successful proposal is not maximized, as determined by the Small Business Development Office, such proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to proposal submission, to maximize the use of qualified LSBE on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

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

Vendor's Signature \_\_\_\_\_

## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **RFP NO. 318 - 2014 – HEATING & AIR CONDITIONING PREVENTIVE MAINTENANCE AND REPAIR DISTRICT WIDE**

### INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnities, excluding only the sole negligence or culpability of the indemnities. The following shall be deemed to be indemnities: The School Board of Leon County, Florida and its members, officers and employees.

### INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

1. **Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
2. **Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
3. **Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.**

**"The School Board of Leon County, Florida" must be listed as additional insured on all liability coverage's except Workers' Compensation.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- a. The company must be:
  1. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
  2. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- b. with respect only to the Workers' Compensation insurance, the company must be:
  1. authorized as a group self-insurer pursuant to Florida Statutes or
  2. authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School

Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

**Leon County Schools  
Purchasing Department  
Attn: June Kail, Director of Purchasing  
3397 W. Tharpe St.  
Tallahassee, Florida 32303**

**The name and address of Leon County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured".**

**The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Janet Heath at (850) 487-7113.**





SUPERINTENDENT  
Jackie Pons

BOARD CHAIRMAN  
Forrest Van Camp

LEON COUNTY SCHOOLS  
2757 West Pensacola Street – Tallahassee, FL 32304-2998  
**FAX FORM TO: (850) 487-7869**

BOARD VICE-CHAIR  
Maggie B. Lewis-Butler

BOARD MEMBERS  
Dee Crumpler  
Dee Dee Rasmussen  
Georgia "Joy" Bowen

APPLICATION FOR VENDOR STATUS  
(IRS W-9 Facsimile)

NEW VENDOR   
UPDATE

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

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: ( ) \_\_\_\_\_

FAX NUMBER ( ) \_\_\_\_\_

CORRESPONDENCE:

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP + 4: \_\_\_\_\_ - \_\_\_\_\_

REMITTANCE: NAME (if different than above): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP + 4: \_\_\_\_\_ - \_\_\_\_\_

WEBSITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PLEASE CHECK APPROPRIATE BOX:  Individual/Sole Proprietor  S Corporation  C Corporation  
 Partnership  LLC – Type (Check one)  C  D  P  Other \_\_\_\_\_

TAX IDENTIFICATION NUMBER: \_\_\_\_\_ - \_\_\_\_\_ OR \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Federal Employer Identification Number Social Security Number

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

PLEASE INDICATE THE FOLLOWING: \*Minority Vendor?  Yes  No Male  Female

*\*If yes, certification required –  
(Please submit with form)*

Type: White:  Hispanic:  African American:   
Asian:  American Indian:  Other: \_\_\_\_\_

By: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

LCSB site contact requesting vendor: \_\_\_\_\_  
NAME PHONE/EMAIL

### CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

#### SECTION I

I hereby certify that no official or employee of the Leon County School District requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>
	_____
	<i>City, State, Zip Code</i>

#### SECTION II

I hereby certify that the following named Leon County School District official(s) and employee(s) having material financial interest(s) (in excess of 5 %) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 315 South Calhoun Street, Tallahassee, Leon County, FL prior to bid opening.

<b>Name</b>	<b>Title or Position</b>	<b>Date of Filing</b>
_____	_____	_____
_____	_____	_____

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>
	_____
	<i>City, State, Zip Code</i>

**RFP NO. 318 - 2014 – HEATING & AIR CONDITIONING PREVENTIVE  
MAINTENANCE AND REPAIR DISTRICT WIDE**

**BID SUBMITTAL REQUIREMENTS/ CHECKLIST:** To help ensure that you include all the submittals necessary to complete a thorough evaluation of your Bid, we suggest that you use this checklist as a reminder. Please include this checklist along with your response. Items checked “Required” must be submitted with your response or your Bid will be declared non-responsive.

Required	Included	Description of Submittal
<input checked="" type="checkbox"/>		RFP – Bidder Acknowledgement Form – page 1
		Bidder Identification Label (affixed to submittal) – page 2
<input checked="" type="checkbox"/>		Dispute Resolution Contact – page 8, item JJ
<input checked="" type="checkbox"/>		<p><b><u>VENDOR QUALIFICATIONS:</u></b> These qualifications will serve as the minimum requirements for vendors submitting proposals in response to this RFP. Page 13, Item H, 1</p> <p>1. At the time of submitting their proposal, and throughout the term of this Agreement, the vendor shall hold and maintain an active valid certified license with the Department of Business and Professional Regulation of the State of Florida as a Mechanical or Class A Air Conditioning Contractor. Copies of the qualifier’s Florida State license shall be submitted with the bid proposal.</p>
<input checked="" type="checkbox"/>		<p><b><u>VENDOR QUALIFICATIONS:</u></b> These qualifications will serve as the minimum requirements for vendors submitting proposals in response to this RFP. Page 13, Item H, 5</p> <p>5. The vendor shall employ, throughout the term of this Agreement, at least two (2) full time technicians that are properly trained and certified in refrigerant handling, recovery, and storage. Technicians shall have successfully completed the EPA Universal Refrigerant Transition and Recovery Certification Program and shall be so certified. The vendor shall submit with their proposal, copies of all technicians’ EPA Universal Refrigerant Transition and Recovery Certification.</p>
<input checked="" type="checkbox"/>		<p>Company profile sheet to include: page 19, Item B, 4 (<i>Proposals submitted without this information will be considered non-responsive and will not be evaluated for contract award.</i>)</p> <ul style="list-style-type: none"> <li>○ Brief statement of interest and qualifications to include years in business and number of employees.</li> <li>○ Experience resume’s and qualifications of personnel proposed to do the work.</li> <li>○ Information on any current multi-year contracts of a similar nature and any unsolicited support the Bidder wishes to include.</li> <li>○ Statement of warranty policy period and any exclusions that may apply.</li> </ul>
<input checked="" type="checkbox"/>		Exceptions to Technical Specifications, if any - page 19, Item B, 7
<input checked="" type="checkbox"/>		Cost Proposal Form – page 20
<input checked="" type="checkbox"/>		Customer Reference Form – page 22
<input checked="" type="checkbox"/>		Vendor Questionnaire – page 23
<input checked="" type="checkbox"/>		Drug Free Workplace Certification – page 24
<input checked="" type="checkbox"/>		Certification Regarding Debarment – page 25 - 26
<input checked="" type="checkbox"/>		Sworn Affidavits – Jessica Lunsford Act - pages 27 - 28
<input checked="" type="checkbox"/>		Local Small Business Certification – page 29
<input checked="" type="checkbox"/>		Application for Vendor Status – page 32
<input checked="" type="checkbox"/>		Conflict of Interest – page 33
		Bid Submittal Requirements Checklist

Attachment A – Address/Phone Listing of District School Sites					
Cost Center	School Site	Phone	Cost Center	School Site	Phone
0441	Apalachee Elementary 650 Trojan Trail, 32311	488-7110	0401	Astoria Park Elementary 2465 Atlas Road, 32303	488-4673
1181	Bond Elementary 2204 Saxon Street, 32310	488-7676	0521	Buck Lake Elementary 1600 Pedrick Road, 32317	488-6133
1161	Canopy Oaks Elementary 3250 Pointview Drive, 32303	488-3301	0491	Chaires Elementary 4774 Chaires Crossroads, 32317	878-8534
1202	Conley Elementary School 2400 E. Orange Ave., 32311	414-5610	0511	DeSoto Trail Elementary 5200 Tredington Park Dr., 32309	488-4511
0561	Ft. Braden K-8 15100 Blountstown Hwy, 32310	488-9374	0381	Gilchrist Elementary 1301 Timberlane Road, 32312	893-4310
0041	Hartsfield Elementary 1414 Chowkeebin Nene, 32301	488-7322	1131	Hawks Rise Elementary 205 Meadow Ridge, 32312	487-4733
0481	Killearn Lakes Elementary 8037 Deerlake East, 32312	893-1265	0421	Moore Elementary 1706 Dempsey Mayo Rd, 32308	877-6158
0171	Oak Ridge Elementary 4530 Shelfer Road, 32305	488-3124	0311	Pineview Elementary 2230 Lake Bradford Road, 32310	488-2819
0231	Riley Elementary 1400 Indiana Street, 32304	488-5840	1171	Roberts Elementary 5777 Centerville Road, 32309	488-0923
0091	Ruediger Elementary 526 W. Tenth Ave., 32303	488-1074	0071	Sabal Palm Elementary 2813 Ridgeway Street, 32310	488-0167
0431	Sealey Elementary 2815 Allen Road, 32312	488-5640	0501	Springwood Elementary 3801 Fred George Road, 32303	488-6225
0031	Sullivan Elementary 927 Miccosukee Road, 32308	487-1216	0131	Woodville Elementary 9373 Woodville Highway, 32305	487-7043
0391	Belle Vue Middle 2214 Belle Vue Way, 32304	488-4467	0032	Cobb Middle 915 Hillcrest Ave., 32308	488-3364
0531	Deerlake Middle 9902 Deerlake W., 32312	922-6545	0451	Fairview Middle 3415 Zillah St., 32301	488-6880
0222	Griffin Middle 800 Alabama St., 32304	488-8436	1201	Montford Middle School 5789 Pimlico Drive, 32309	922-6011
0092	Raa Middle 401 W. Tharpe St., 32303	488-6287	0291	Nims Middle 723 W. Orange Ave., 32310	488-5960
1141	Chiles High 7200 Lawton Chiles Lane, 32312	488-1756	1151	Swift Creek Middle 2100 Pedrick Rd., 32317	487-4868
0021	Leon High 550 E. Tennessee St., 32308	488-1971	0161	Godby High 1717 W. Tharpe St., 32303	488-1325
0051	Rickards High 3013 Jim Lee Road, 32301	488-1783	1091	Lincoln High 3838 Trojan Trail, 32311	487-2110
0411	Gretchen Everhart 2750 Mission Rd., 32304	488-5785	0204	SAIL High 2006 Jackson Bluff Rd., 32304	488-2468
0191	Ghazvini Learning Center 860 Blountstown Hwy., 32304	488-2087	0361	Lively Technical Center 500 N. Appleyard Dr., 32304	487-7555
0361	Lively Aviation Center 3290 Capital Circle SW, 32310	488-2461			

**Attachment B – Listing of Additional District Facilities**

Site Name	Site Address	Phone
Purchasing Dept.	3397 W. Tharpe St., 32303	488-1206
Property Management Warehouse	3374 W. Tharpe St. 32303	922-0657
Aquilina Howell Center	3955 W. Pensacola St., 32304	487-7893
Main Transportation Facility	440 Capital Circle N.W., 32304	488-2636
Transportation Bus Compound	536 Appleyard Drive, 32304	488-7572
Nutrition Service and Central Kitchen	3397 W. Tharpe St., 32303	488-7426
Main Administration Complex	2757 W. Pensacola St., 32304	487-7100
Early Childhood Development Center	500 N. Appleyard Dr., 32304	922-2099
Technology & Information Services	520 S. Appleyard Drive, 32304	488-7530
Materials and Stores	3360 W. Tharpe St., 32303	922-0657
Adult & Community Education	283 Trojan Trail, 32311	922-5343
Transportation Bus Compound	3601 Conner Blvd., 32311	922-6701
Transportation Bus Compound	601 Paul Russell Rd., 32301	922-6727
Academic Resource Center	526 Appleyard Dr., 32304	487-1957
Facilities and Maintenance	3420 W. Tharpe St., 32303	617-1777