



**School Board of Leon County, Florida
District Term Contract**

DTC-25-1037

Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services

This Contract is between the School Board of Leon County, a public school district within Leon County, Florida, with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and Environmental Testing Services, Inc. (Contractor) located at 150 Hwy 216, Montevallo, Alabama, 35115. The District and Contractor are collectively referred to herein as "Parties" and individually as a "Party." All capitalized terms shall have the meaning assigned to them in the Contract unless otherwise defined here.

The Contractor responded to the District's Invitation to Bid (ITB) No. 2418-2025 Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services.

The District has accepted the Contractor's Bid and enters into this Contract in accordance with the terms and conditions of ITB No. 2418-2025 Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

I. Scope of Work

The services to be provided by the Contractor pursuant to this Contract are defined in ITB No. 2418-2025 Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services, and all Addenda which are referenced and incorporated herein. The Contractor's Price sheet is attached as Exhibit B. This Contract serves as a master agreement, with individual purchases being made via purchase orders (POs).

II. Contract Term

The initial term of the Contract is for three (3) years. The initial Contract term shall begin on July 1, 2024, or on the last date on which it is signed by all Parties, whichever is later, and shall expire on June 30, 2027.

III. Renewal Terms

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, upon mutual agreement of the Parties as set forth in the Contract.

IV. Contract

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form part of this Contract.

The Contract has the following Exhibits:

- a) Exhibit A: ITB No. 2418-2025 Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services, and all Addenda; and
- b) Exhibit B: Environmental Testing Services Inc., Price Sheet.

In case of conflict, the documents shall have priority in the order listed:

- a) The District Term Contract;
- b) Exhibit A: ITB No. 2418-2025 Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services; and all Addenda, and
- c) Exhibit B: Environmental Testing Services Inc., Price Sheet.

V. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract that alter the definition of the services shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

VI. Contract Notices

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

VII. Contract Management

The District's Contract Manager is:

Ryan Peck, Director
Maintenance Department
Leon County Schools
3420 W. Tharpe St., Suite 200
Tallahassee, Florida 32303
850-617-1818
peckr@leonschools.net

The District may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

Primary Contact:

Environmental Testing Service, Inc.
Steven Benson, VP
150 Highway 216, Montevallo AL 35115
Phone: 205-966-8763 / Cell: 205-366-8763
etstab@gmail.com

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s), above. It will be the designated contact person's responsibility to coordinate with necessary District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager or designee if a new employee is designated as the contact person for this Contract.

VIII. Termination

A. Termination for Convenience

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the District may terminate the Contract for cause. The District chooses to provide, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 calendar days upon written notice of the deficiency by the District. Any breach of this Contract which is still left uncured by the Contractor after the District has elected to provide 30 calendar days to cure (remedy) the breach, may result in the District's termination of this Contract upon 24 hours written notice by the District. If the District does not elect to afford an opportunity for the Contractor to cure a breach (e.g., instances of egregious Contractor conduct or other Contractor actions which may be harmful to the District), the District may immediately terminate this Contract for cause, upon 24 hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

D. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

E. Contract Termination Requirements

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

IX. Assignment

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special district of the State of Florida upon providing written notice to the Contractor.

X. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager or designee, enter into written subcontract(s) for the performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

XI. Price Adjustments

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is affected by extreme or unforeseen conditions in the marketplace outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

XII. Other Conditions

A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

Leon County Schools

ATTN: Julie Jernigan

2757 West Pensacola Street

Tallahassee, Florida 32304

Telephone: (850) 487-7177

Email: jerniganj@leonschools.net

B. Disputes

Any dispute concerning the performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Purchasing Director or designee. The District's Purchasing Director, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers, and the District's Contract Administrator.

C. Notices

All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective Parties. All notices by hand delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

D. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum, this coverage shall include general liability coverage of no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-

insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28., F.S.

E. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

F. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

G. Available Funding

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

resulting Contract exceeds \$1,000,000.00 in total, (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

Environmental Testing Services, Inc.

Steve D. Berner
Authorized Representative

Vice President
Title

6/12/24
Date

SCHOOL BOARD OF LEON COUNTY, FL

Rosanne Wood
Rosanne Wood, Board Chair

6/18/2024
Date

Rocky Hanna
Rocky Hanna, Superintendent

6/18/2024
Date

EXHIBIT A



Invitation to Bid (ITB)

Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303
purchasing@leonschools.net

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services ITB 2418-2025

ITB Released: April 4, 2024

Deadline for Questions*: April 18, 2024

Bids Due*: 2:00 p.m. on May 9, 2024

Nancy Scott
Procurement Officer

*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Section 1.8)

ITB Timeline

Steps in the ITB Process	Date and Time	Location (if applicable)
Release of ITB	April 4, 2024	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Written Questions Due	April 18, 2024	Submit to: Nancy Scott, Procurement Officer Subject: ITB 2418-2025, Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	April 23, 2024	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Sealed Bids Due and Opened	May 9, 2024, @ 2:00 P.M.	Submit to: Leon County Schools Purchasing Department Attn: Nancy Scott, Procurement Officer ITB 2418-2025, Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Bid Opening
Anticipated Date the District will Advertise its Notice of Award Recommendation	June 10, 2024	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/

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SECTION 1: Key Information



1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is seeking experienced and qualified Vendors to establish firm pricing for Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services on an as-needed basis.

- a. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in Section 5, Definitions.
- b. Unless otherwise indicated, all dates and times reflect Eastern Time (Tallahassee, Florida).
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



1.2 Bidder Qualifications

Bidders shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract. The Bidder must have:

- a. The Bidder must be duly licensed in the State of Florida;
- b. The Bidder shall have three (3) years of continuous experience in the last five (5) years in the area of test and balance services for commercial, industrial, and institutional customers and or School Districts of like size;
- c. The Bidder shall have personnel who are properly trained and able to meet all requirements of this ITB.
- d. The Bidder must be a member in good standing of the Associated Air Balance Council (AABC) or National Environmental Balance Bureau (NEBB). Membership documentation must be included with your proposal. Firms that are not members of either association will not be considered for contract award.



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITB must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478>.

- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Bidders to this ITB or persons acting on their behalf may not contact any employee, officer or member of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Bid.
- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the DISTRICT Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the DISTRICT Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
- e. **The District's Procurement Officer**
Name: Nancy Scott, Procurement Officer
Purchasing Department
Leon County Schools
3397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net
- f. The Bidder shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITB (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder.



1.4 Developing Your Bid

- a. This ITB is being issued as part of an open, competitive process and sets out the appropriate steps and conditions.
- b. Bidders should take the time to read and understand the ITB. In particular, they should:
 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Bidders should prepare a clear and concise Bid, avoiding complicated jargon, and thoroughly describe their ability to meet the expectations of the District.

- d. Bidders must follow the format and instructions included in this ITB for their Bid submittal.
- e. Bids that contain provisions that are contrary to the material requirements of this ITB are not permitted. Including alternate provisions or conditions to material requirements will be considered a counter offer and will result in the Bid being deemed non-responsive.
- f. Bidders must use Attachment I, Price Sheet, to submit pricing. Bidders shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITB.
- g. Bidders should thoroughly review their Bid before submission to ensure the Bid is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The District is not liable for any costs incurred by a Bidder while responding to this ITB, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Bidders are expected to submit questions or concerns regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. The District shall reject any and all Bids that do not meet the following pass/fail criteria (also referred to as Mandatory Responsiveness Criteria). Any Bid rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Bidder must be duly licensed in the State of Florida;
 - 2. The Bidder shall have three (3) years of continuous experience in the last five (5) years providing retail and commercial delivery services to customers of similar scope and size;
 - 3. The Bidder must be a member in good standing of the Associated Air Balance Council (AABC) or National Environmental Balance Bureau (NEBB). Membership documentation must be included with your proposal. Firms that are not members of either association will not be considered for contract award.
 - 4. The Bidder must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government Laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.); and
 - 5. The Bidder shall complete and submit the following:
 - i. Attachment I, Price Sheet
 - ii. Attachment II, Required Provisions Certifications
 - iii. Attachment III, Notice of Conflict of Interest
 - iv. Attachment IV, Bidder Contact Information



1.5 Submitting Your Bid

- a. Bidders shall submit their Bids in a sealed envelope or package with the ITB number and the date and time of the Bid opening clearly marked on the sealed envelope or packaging. Bidders may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. The District will not accept any Bids submitted via email or fax.
- b. Bidders must mail or otherwise deliver their Bids to the following address:

**Leon County Schools
Purchasing Department**

**ITB 2418-2025, Heating, Ventilation and
Air Conditioning (HVAC) Test and Balance Services**

Attn: Nancy Scott, Procurement Officer
3397 W. Tharpe Street
Tallahassee, FL 32303

- c. It is the Bidder's responsibility to ensure their Bid is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Bids received and shall provide the official time for the Bid opening. Late Bids will not be accepted.
- d. Submit one (1) signed original, one (1) additional hard copy, and one (1) electronic copy of the Bid in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Bid will take precedence in the event there is a discrepancy between the original and electronic copy.
- e. If the Bidder includes information in their Bid that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Bid; as outlined in Section 3.5, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
- f. Bidders are encouraged to print Bid documents double-sided and minimize the use of non-recyclable materials.



1.6 Bid Opening

- a. Bids are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Bid that is improperly sealed, addressed, or not correctly identified with the ITB number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Bidders.



1.7 Disposition of Bids

- a. The District reserves the right to withdraw this ITB at any time and, by doing so, assumes no liability to any Bidder.
- b. The District reserves the right to reject any Bids received in response to this ITB.

- c. The District reserves the right to waive Minor Irregularities when doing so would be in the District's best interest. The District may correct Minor Irregularities at its exclusive option but is not obligated to do so.
- d. All documentation produced as part of this Bid shall become the exclusive property of the District, may not be returned to or removed by the Bidder or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Bid will not affect this right. Should the District reject all Bids and re-solicit, information submitted in response to this ITB will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Bid. The award or rejection of a Bid shall not affect this right.



1.8 Changes to the ITB

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Bidders are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Bid.



1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32303, or via email to Bidprotests@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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SECTION 2: Scope of Work

2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for the operation, control, and supervision of all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 30,000 students ranging from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, The District offers a variety of specialized technical training programs for higher-grade levels.

2.2 Procurement Overview/Requirements

Through this solicitation, the District is seeking competitive Bids from qualified Firms for Heating, Ventilation, and Air Conditioning (HVAC) Testing, Adjusting, and Balancing (TAB) for Leadership in Energy and Environmental Design (LEED) services as specified herein on an as-needed basis district-wide. The scope of work outlined in this bid establishes the minimum requirements to be provided by the awarded Contractor(s).

The District anticipates awarding one or more contracts for services as is in the District’s best interest. The Awarded Contractor(s) must have the ability to begin the implementation of services if awarded on or before July 1, 2024.

2.3 Contract Term

The expected Contract terms and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years

2.4 Bidder Responsibilities

Each Bidder is required to carefully examine the ITB requirements, bid prices and extensions, insurance requirements, licensing requirements, and the Bid opening date and time, and to completely familiarize itself with all of the terms and conditions that are contained within the ITB. Failure to do so on the part of the Bidder will in no way relieve it of any of the obligations and responsibilities that are a part of the ITB.

2.5 Scope of Work

The awarded Contractor(s) will be responsible for Heating, Ventilation, and Air Conditioning (HVAC) Testing, Adjusting, and Balancing (TAB) for Leadership in Energy and Environmental Design (LEED) services in accordance with **Exhibit A, Technical Specifications**.

The awarded Contractor(s) must commit to maintaining and enforcing the highest service quality and standards for the entire term of this Contract and any subsequent renewal periods.

- a. The awarded Contractor(s) shall furnish at their expense all supervision, equipment, tools, machinery, labor, materials, transportation, and other items and services necessary to fully accomplish the projects as assigned in accordance with the terms, conditions, and specifications of this ITB.
- b. 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 awarded Contractor(s) shall comply with the letter and intent of all EPA, OSHA, and any other pertinent federal regulations and laws concerning the work specified herein.
- c. The awarded Contractor(s) are 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.
- d. The awarded Contractor(s) are responsible for the protection of all students, visitors, and District personnel against hazards and/or injuries due to their operations at the work site.
- e. The awarded Contractor(s) shall not block exits, hallways, corridors, driveways, or delivery areas nor impede ingress or egress.
- f. The awarded Contractor(s) shall not impede nor interfere with the normal function of the facility, its occupants, or programs.
- g. The awarded Contractor(s) 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 the completion of work, the contractor shall remove all work materials, tools, equipment, and surplus materials from the work site and leave the project in ready-to-use condition. The District is not responsible for the loss of tools or supplies.

2.5.1 Administrative Procedures

The awarded Contractor(s) will provide, as requested by the District Project Coordinator, job estimates or quotes at no charge to the District. The Contractor must respond to project quote requests within two (2) business days. It is the intention of the Board to contract with the most qualified and responsive Contractor able to expeditiously complete the project at a competitive cost to the Board. At the Board's discretion, competing quotes may be solicited for individual projects. The awarded pricing from this Contract will be the basis for all invoicing/billing for goods and services provided under this Contract. Contractors may submit quotes for prices lower than the contracted rates but may not exceed the awarded pricing.

When requesting a project quote:

- a. The need for test and balance service will be established at a particular site, and the District's Project Coordinator will contact the Contractor and notify them of the project & site location. The District will also provide a set of mechanical drawings, and any addenda. **(See Technical Specifications Exhibit A).**
- b. When necessary, a mutually agreed upon date and time shall be arranged between the Contractor and the District's Project Coordinator.
- c. The selected firm will then be required to submit a completed pricing form to the District within ten (10) days of receipt of the notification and drawings. The firm must use the pricing as submitted in this ITB with quantities as indicated in the job-specific documentation.
- d. Upon acceptance of the job estimate, the District will issue a purchase order. At no time should work commence without an authorized purchase order with the exception of a District approved designated emergency. The receipt of the purchase order will constitute a "Notice to Proceed".
- e. The firm will begin actual operations for the project on the date set by the District's Project Coordinator or within seven (7) days of the "Notice to Proceed".
- f. If the agenda and pre-engineered report is waived by written direction from the District's Project Coordinator, this time line shall begin with the "Notice to Proceed".
- g. The timeframe of each project will be "as required" and will be at the direction of the District's Project Coordinator. The project will be deemed complete when the work has been reviewed and approved by the District's Project Coordinator.
- h. If the Contractor does not wish to issue a quote for or cannot meet the requirements of the project, inclusive of the time given in which to complete the job, the Contractor shall respond in writing with a "No Quote" and provide an explanation as to why they are not submitting a quote. Any Contractor that fails to submit a request for a quote successively three (3) times in a row may have their contract cancelled due to non-performance.

2.5.2 Return Visits

- a. The Contractor selected for a particular project should include in its base price an allowance for a normal and reasonable amount of delays, interruptions, and re-testing. The Contractor shall keep a log of delays and re-tests and send a copy of the log to the District's Project Coordinator at frequent intervals. This log will be used to determine if delays and interruptions have been caused by equipment problems or if the mechanical contractor's failure to be ready has become excessive.
- b. If the Contractor and the District's Project Coordinator agree that excessive delays and interruptions have occurred, additional compensation for the Contractor may be negotiated based on the unit price schedule as set forth in this ITB and the delay/interruption logs as submitted for the particular project.
- c. If other additional re-test/balancing is required, the Contractor shall notify the District of what specific work is required, the reason, and the cost for the additional services. Upon receipt of written authorization, the firm shall proceed with the re-test work within seven (7) days and shall invoice the District based on the contract price schedule.

2.5.3 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 Project Coordinator. Such scheduling may include off hours, weekends, and holidays.

2.5.4 Emergency Service

In the case of a designated emergency, the awarded Contractor(s) must be able to respond to an emergency call within two (2) hours. These specifications define emergency service as an unexpected situation or occurrence that demands a two (2) hour response by the Contractor due to acts of nature or any situation that effects the safety of persons or property as declared at the sole discretion of the Board Authorized Representative.

2.5.5 Familiarity with Sites

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 problems, safety considerations, or other conditions unique to the District. Submission of a bid shall constitute an acknowledgment by the Bidder that they are familiar with all site conditions. The failure or neglect of a Bidder to familiarize himself with the site of the proposed work shall in no way relieve them from any obligations with respect to their bid and shall not entitle the awarded Contractor(s) to additional compensation.

2.6 Warranty

A minimum one (1) year warranty shall apply to all Contractor workmanship, furnished and installed parts, materials, supplies and/or equipment. The warranty shall cover the cost of any and all parts, materials, supplies and/or equipment as well as related labor in addition to required warranties as stated in the technical specifications.

2.7 Invoice and Payment

The Contractor shall submit monthly invoices by the 10th of the month for work performed the prior month. Invoices should contain sufficient detail for a pre and post-audit.

The District’s payment terms are net 30 days from receipt of a properly detailed and accurate invoice.

Payments made will be sufficient to bring the total amount paid to a percentage of the total invoice amount based on the following schedule:

- | | |
|--|------|
| 1. Receipt of agenda and pre-engineered report (if not waived) | 15% |
| 2. Receipt of draft report | 60% |
| 3. Receipt of final report | 80% |
| 4. One season data | 90% |
| 5. Other season data (approved) | 100% |

2.8 Performance Monitoring

The District may utilize any or all of the following methodologies to monitor the Contractor(s) performance under the Contract and determine compliance with Contract terms and conditions.

- a. On-site reviews of work performed;
- b. Documentation/review of timely response to work requests;
- c. Documentation/review of timely completion of work as assigned; and
- d. Documentation/review of invoices

The Contract Manager will provide a written monitoring report to the Contractor within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Contractor the opportunity for correction, where feasible.

Within ten calendar days of receipt of the District's written monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Successful Proposer. CAPs that do not contain all the information required shall be rejected by the Contract Manager in writing. The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

Any Contractor that has documented non-compliance issues without resolution one or more times may have their contract cancelled due to non-performance. Contract cancellation will be at the sole discretion of the District.

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SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Bid Submittals

All Bids must include the following required forms:

- a. Each Bidder shall complete and submit Attachment I, Price Sheet.
- b. Completed Application for Vendor Status* and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
- c. Attachment II, Required Provisions Certifications
- d. Attachment III, Notice of Conflict of Interest
- e. Attachment IV, Bidder Contact Information
- f. Attachment V, Local Preference Affidavit (if applicable)
- g. Attachment VI, Subcontracting Form (if applicable)
- h. Attachment VII, Drug-Free Workplace Certification (if applicable)
- i. Attachment VIII, Certification Regarding Debarment
- j. Attachment IX, Certification Regarding Lobbying

***Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

3.2 Basis of Award

The District intends to issue an award to the Responsible Bidder(s), who provide the best value to the District. The District will apply a preference to Vendors as indicated in Sections 3.6, 3.7, and 3.8.

The District reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.

Any and all award(s) made as a result of this ITB shall conform to all applicable Board policies, State Board rules, and Florida Statutes.

3.3 Advertising Notice of Board Decision

The District reserves the right to award one (1) or more Contracts, in whole or part, for the services sought in this ITB. The District reserves the right to accept or reject any and all offers or separable portions and waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the Board's best interest. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Bids, or to cancel/withdraw the ITB.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.4 No Prior Involvement and Conflicts of Interest

Any Bidder who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Bidder shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Bidder. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made or authorized to be made by anyone for, or on behalf of, the Board. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.

3.5 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities, as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Bidder must also simultaneously provide the District with a separate redacted copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Bidder on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Bidder submits its Bid to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure.

Further, the Bidder shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its Bid, the District is authorized to produce all the documents, data, or records submitted by the Bidder in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

3.6 Florida Preference

When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision that grants a preference by that state or political subdivision, and then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state

does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

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. F.S. 287.084(2).

3.7 Small Business Participation

This ITB is subject to the small business development provisions specified in Board Policy 6325.

3.8 Local Business Preference

This ITB is subject to the local preference provisions specified in Board Policy 6450.

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SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Bidder 30 days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Bidder's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine with the Contractor a "not to exceed" price for each additional project using the contractually established hourly rates.

4.2 Use by Other Public Agencies

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. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Bidders due to this ITB or Contract.

4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the submitted Bid using Attachment VI, Subcontracting

Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to the subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with schools, school boards, school districts, and charter schools, which may have personnel who will be on school grounds when students are present. Individuals who fail to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract. The Contractor shall bear all costs associated with background screening.

District Contact

Donald Kimbler

Leon County Schools Safety & Security

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

4.7 Insurance

Below are the minimum insurance requirements the Contractor(s) must maintain:

- 4.7.1** General Liability: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 4.7.2** Professional Liability/Technology Errors & Omissions: Limit not less than \$1,000,000 per occurrence covering services provided under this Contract.
- 4.7.3** Workers Compensation: Florida Statutory limits in accordance with Chapter 440, F.S.; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.4** Auto Liability: Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If the Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: *"(Contractor Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition."*
- 4.7.5** Acceptability of Insurance Carriers: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- 4.7.6** Verification of Coverage: Proof of insurance must be furnished within fifteen (15) days of the award of the contract.
- 4.7.7** Required Conditions: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
1. The School Board of Leon County, Florida, its members, officers, employees, and agents are added as additional insured.
 2. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Leon County, Florida.
 3. Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St., Tallahassee, FL 32303
 4. The School Board of Leon County, Florida, reserves the right to review, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein throughout the term of this agreement.
- 4.7.8** Cancellation of Insurance: Vendors are prohibited from providing services under this Agreement with the District without the minimum required insurance coverage and must notify the District within two business days if required insurance is cancelled.

4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Proposer. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractors without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.9 Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.10 Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11 Assignment

The Contractor shall not assign its responsibilities or interests to another party without the District's prior written approval. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and

obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

4.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.14 Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

4.15 Americans with Disabilities Act

The Proposer shall comply with the Americans with Disabilities Act (ADA). In the event of the Proposer's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Proposer may be declared ineligible for further contracts.

4.16 Employment of District Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Proposals received in response to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Proposal hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.18 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

4.19 Default

If the awarded Proposer should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law and/or in equity.

4.20 Termination

4.20.1 Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.20.2 Termination for Cause

In the event the Contractor's performance issues are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

4.20.3 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

4.20.4 Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

4.20.5 Contract Termination Requirements

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or

as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Proposer for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Proposer to allow public access to all documents, papers, letters, or other material made or received by the Proposer in conjunction with the Contract unless the records are exempt from Section 24(a) of Article I of the State Constitution and either Sections 119.07(1) or 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT jerniganj@leonschools.net, (850)487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.

4.22 Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.23 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.24 Federal Terms and Conditions

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). It applies to all contracts and sub-grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-Contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the definition of "funding agreement" under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). It applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
 - 1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it nor its principals, its agents, or its representatives are 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 Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to varied at or above \$100,000.
1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 2. Where funds other than Federally appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of Recovered Materials (2 CFR §200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Domestic Preferences for Procurements (§ 200.322):
1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminium, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
 2. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminium; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- m. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216)
 - A. Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or;
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services are provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- n. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

4.25 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.26 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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.” The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.27 Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S. “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subContractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

4.28 Scrutinized Companies Certification

The Proposer certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Proposer certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Proposer agrees the Board may immediately terminate the Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Proposal for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.29 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

SECTION 5: Definitions

In this ITB, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the Bid or Bid opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and observed holidays.
Contract	The written agreement entered by the Board and Contractor(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
District/Board (DISTRICT)	Leon County School District, with the Leon County School Board serving as the contracting entity
District Project Manager	The District representative, or their designee, who is responsible for assigning and monitoring the individual projects on site, documenting deficiencies, and certifying project completion
Mandatory Responsiveness Requirements	Terms, conditions, and requirements must be met by the Bidder to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Bidder over other Bidders, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Minor Irregularity	A variation from the requirements herein that does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders and does not adversely impact the interests of the District.
Bidder	A legally qualified corporation, partnership, or other business entity that submits a Bid to the District in response to this ITB. This term differs from suppliers, which refers to the marketplace at large.
Responsible Bidder or Vendor	A Bidder who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Bid	A Bid submitted by a Responsible Bidder which conforms to all material aspects of this ITB.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Contractor is not relieved of its duties under the Contract when it enters a Subcontract.
Contractor(s) or Contractor	The Bidder(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITB.

Attachment I Price Sheet

ITB No. 2418-2025 Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services

Bidders shall complete the Price Sheet in Excel format and submit it on a USB thumb drive. Bidders shall also print a hard copy of the Price Sheet and include the signed Price Sheet with their submittal. The electronic Price Sheet is available at www.leonschools.net/Page/4411.

Description		
Pre-Test Engineering Submittal <i>(See Note #9)</i>	\$	Hr.
Equipment Data Plate Information	\$	Ea.
Air Side		
Duct Traverse 2 – 4 Sf <i>(See Note #3)</i>	\$	Ea.
Duct Traverse 4 – 6 Sf <i>(See Note #3)</i>	\$	Ea.
Duct Traverse 6 – 8 Sf <i>(See Note #3)</i>	\$	Ea.
Duct Static Pressure <i>(See Note #3)</i>	\$	Ea.
Duct Flow Station Reading <i>(See Note #3)</i>	\$	Ea.
Duct Dry Bulb Temperature <i>(See Note #3)</i>	\$	Ea.
Duct Wet Bulb Temperature <i>(See Note #3)</i>	\$	Ea.
Hydronic (2)		
Venturii Flow Meter Reading/Set	\$	Ea.
Flow Control Valve Check	\$	Ea.
Circuit Setter Reading/Set	\$	Ea.
Pete’s Plug Pressure & Temp	\$	Ea.
Guage Pressure Reading	\$	Ea.

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

Devices (Air Side)		
Unducted Fans Coil Units	\$	Ea.
Direct Drive	\$	Ea.
Unducted Fans Coil Units	\$	Ea.
Belt Drive	\$	Ea.
Unducted Unit Ventilators	\$	Ea.
Direct Drive	\$	Ea.
Unducted Unit Ventilators	\$	Ea.
Belt Drive	\$	Ea.
Air Side Handling Units, Single Zone		
400 – 2000 Cfm Direct Drive	\$	Ea.
400 – 2000 Cfm Belt Drive	\$	Ea.
2001 – 8000 Cfm	\$	Ea.
8001 – 15,000 Cfm	\$	Ea.
More Than 15,000 Cfm	\$	Ea.
Air Side Handling Units, Multi-Zone		
2000 – 8000 Cfm, First Zone	\$	Ea.
8001 – 15,000 Cfm, First Zone	\$	Ea.
15,001 Cfm And Above, First Zone	\$	Ea.
Each Additional Zone	\$	Ea.

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

Air Side Handling Units, Variable Delivery		
2000 – 8000 Cfm	\$	Ea.
8001 – 15,000 Cfm	\$	Ea.
15,001 Cfm And Above	\$	Ea.
Plant Side, Air Handling Units		
Hydronic Water Coils (Circuit Setters Or Venturii/Cock Systems)		
1 – 9 Gpm	\$	Ea.
10 – 40 Gpm	\$	Ea.
40 – 75 Gpm	\$	Ea.
75 Gpm And Above	\$	Ea.
Vav Box	\$	Ea.
Fan Powered Mixing Box	\$	Ea.
Fans Mounted Above Ceiling		
0 – 1000 Cfm (Direct Drive)	\$	Ea.
0 – 2000 Cfm (Belt Drive)	\$	Ea.
2000 Cfm And Above (Belt Drive)	\$	Ea.
Rooftop Mounted Fans		
0 – 1000 Cfm (Direct Drive)	\$	Ea.
0 – 2000 Cfm (Belt Drive)	\$	Ea.
2000 Cfm And Above	\$	Ea.

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

Control Damper-Set Air Flow (4)	
1 – 4 Sf	\$
4 – 8 Sf	\$
8 – 12 Sf	\$
More Than 12 Sf	\$
Ceiling Supply Diffuser <i>(See Note #7)</i>	\$
Sidewall Supply Diffuser <i>(See Note #8)</i>	\$
Sound Test, 8 Point Full Spectrum	\$
Report (Draft And Final) <i>(See Note #5)</i>	\$
Travel (Lump Sum Travel) <i>(See Note #5)</i>	\$
Travel (Per Deim) <i>(See Note #6)</i>	\$
Pump	\$
Chiller Up To 100 Tons	\$
Chiller 100 – 500 Tons	\$
Cooling Tower – Each Cell	\$
Boiler	\$
Split System Refrig. Unit	\$
Reduced Size Plan Sheet	\$
NOTES:	
1. These prices are for duct data taken remotely from fans or air handlers. The price for airside fans and air handlers should include all measurements required by the specifications, except traverse data. See Note 3	

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

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| 2. | These prices are for measurements taken that are not part of hydronic coils, pumps, chillers, or boilers. The prices for those units shall include all the measurements required by the specifications. |
| 3. | Traverse data will be priced separately for each traverse point, including those taken to establish air handler or fan airflow. Do not include the cost of duct traverse in the unit price for fans or air handlers. |
| 4. | Where control dampers are used to set airflows of direct drive fans or multi-zone air handlers, include the cost in the unit price for those devices. |
| 5. | Lump sum price for one technician to travel from home base to Leon County. |
| 6. | Per diem price for one technician, meals and lodging. |
| 7. | Also, ceiling return and exhaust registers. |
| 8. | Also, sidewall return and exhaust registers. |
| 9. | Includes Agenda also. See specifications |

Company Name	FEIN
Authorized Representative Name (Printed)	Authorized Representative Title
Authorized Representative Signature	Date

Attachment II

Required Provisions Certifications

1. **Business/Corporate Experience**

- a. The Bidder is duly licensed in the State of Florida.
- b. The Bidder has three (3) years of continuous experience in the last five (5) years providing retail and commercial delivery services to customers of similar scope and size.
- c. The Bidder is a member in good standing of the Associated Air Balance Council (AABC) or National Environmental Balance Bureau (NEBB). Membership documentation must be included with your proposal. Firms that are not members of either association will not be considered for contract award.

2. **Prime Vendor**

This is to certify that the Contractor will act as the Prime Vendor to the District for all services provided under the Contract(s).

3. **Meets Legal Requirements**

This is to certify that the Bidder's Bid and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. **Business Licensing and Financial Issues**

This is to certify that the Bidder has disclosed in their Bid all suspensions, revocations, reviews of licensing, bankruptcies, judgments, or liens in the last five (5) years.

5. **Federal Debarment**

This is to certify that neither the Bidder nor its principles is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. **Conflict of Interest**

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Bidder whatsoever.

7. **Statement of No Inducement**

This is to certify that no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid with regards to this ITB. Furthermore, this is to certify that the Bid contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Bid.

8. **Statement of Non-Disclosure**

This is to certify that none of the contents of this Bid have been disclosed before award, directly or indirectly, to any other Bidder or competitor.

9. **Statement of Non-Collusion**

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

This is to certify that the proposed costs in this Bid have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Bidder or with any competitor, and not to restrict competition.

10. Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Bidder certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Bidder agrees the District may immediately terminate the resulting Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in a boycott of Israel or have engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Bid for a contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Bidder and acknowledges and affirms the statements above.

Authorized Representative (Print) Authorized Representative (Signature)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of 20, by (name of authorized representative) as (position title for authorized representative) as (position title) for (Vendor Name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed or Stamped)

Personally Known Or Produced Identification Type of Identification

Attachment III Notice of Conflict of Interest

(Bidders shall complete either Section 1 or Section 2)

Company Name: _____

Solicitation Number: ITB 2418-2025

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

Section 1

I hereby certify that no official or employee of the School Board has a material financial interest in this company.

Authorized Representative (Signature)

Authorized Representative (Printed)

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Proposal Opening.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Representative (Signature)

Authorized Representative (Print)

Date

Attachment IV Bidder Contact Information

The Bidder shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Bidder's representative shall be:	For contractual purposes, should the Bidder be awarded, the Bidder's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Email:		

Company NameAuthorized Representative (Signature)Date

FEIN#Authorized Representative (Print)

Attachment V Local Preference Affidavit

To qualify for the Local Vendor Preference, a Bidder must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Bid Opening. The Bidder, on a day-to-day basis, should substantially provide the goods/services provided under this Contract from the local business address. Post office boxes are not acceptable for obtaining this preference.

By completing this Affidavit, the Bidder affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Bidder Name: _____

Physical Address: _____

County: _____ **Phone of Local Location:** _____

Phone of Local Location: _____ **Length of Time at this Location:** _____

Is your business certified as a small business enterprise through Leon County Schools? _____

Authorized Representative (Print)

Authorized Representative (Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online

notarization this _____ day of _____ 20_____, by _____ (name of

authorized representative) as _____ (position title for

authorized representative) as _____ (position title) for

(Vendor Name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known _____ Or Produced Identification _____ Type of Identification _____

Attachment VI Subcontracting Form

The Bidder shall complete the information below on all subcontractors that will be providing services to the Bidder to meet the requirements of the Contract, should the Bidder be awarded. Submission of this form does not indicate the District's approval of such subcontractor (s) but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each sub-contractor.

Prime Bidder Name: _____

Type/Description of Goods or Service SubContractor will provide: _____

SubContractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email Address: _____

Currently Registered as a Small Business with Leon County Schools? Yes _____ No _____

Local Bidder per Board Policy 6450? _____

In a job description format, identify the responsibilities and duties of the sub-contractor based on the specifications or scope of services outlined in this solicitation.

Attachment VII Drug-Free Workplace Certification

The undersigned Bidder, in accordance with Section 287.087, F.S., hereby certifies that

Name of Business

1. Publishes 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. Informs 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, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., 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. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 thru 5.

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

Authorized Officer (Printed Name) _____

Authorized Officer (Signature) _____

Date _____

Attachment VIII
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

The prospective lower-tier participant certifies, by submission of this Bid, 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. 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 Bid.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of the 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 or debarment.
- (3) The prospective lower-tier participant shall provide immediate written notice to the person(s) to which this Bid 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," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Bid is being 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 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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.

Attachment IX

Certification Regarding Lobbying For Contracts, Grants, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By: _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For: _____
Name of Grantee

Title of Grant Program

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action	2. Status of Federal Action	3. Report Type
_____ a. Contract	_____ a. Bid/offer/application	_____ a. Initial filing
_____ b. Grant	_____ b. Initial award	_____ b. Material changes
_____ c. Cooperative Agreements	_____ c. Post-award	
_____ d. Loan		For a material change only:
_____ e. Loan Agreement		Year: _____ Quarter: _____
_____ f. Loan Insurance		Date of last report: _____

4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is a Subawardee,
_____ Prime _____ Subawardee _____ Tier (if known)	Enter Name, and Address of the Prime
Name: _____	Name: _____
Street: _____	Street: _____
City/State/ Zip _____	City/State/ Zip _____
Congressional District (if known) _____	Congressional District (if known) _____

6. Federal Department/Agency:	7. Federal Program Name/Description:
_____	_____
	CFDA Number, if applicable _____

8. Federal Action Number (if known) _____	9. Award Amount (if known) _____
--	---

10. (a.) Name and Address of Lobbying Registrant

10. (b.) Individuals Performing Services

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____ Title: _____

Telephone No: _____ Date: _____

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known— for example, the Department of Transportation and the United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (ITB) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Exhibit A

Technical Specifications

Application

This specification sets forth methods and procedures for Test and Balance when requested by the District. Part I Procedures shall be followed for each specific project or job, except as waived or modified in writing by the District's Project Coordinator at the time the work is requested. Only those Part II Procedures applicable to a specific project or job request shall be followed.

Part I – General

1.01 Section Includes

- A. Test, adjust, balance, and certify the performance of the heating, ventilating, and air conditioning systems, including all hydronic systems, supply air, return air, outside air, and all exhaust and ventilation systems as apply to the project. Test and certify all refrigerant pressures and temperatures on direct expansion applications.
- B. No attempt shall be made to perform test and balance work until each system is complete and operable in all respects and all related building systems are complete, as confirmed by the Mechanical Contractor for the Project.

1.02 Quality Assurance

- A. Testing, adjusting, and balancing shall be performed in complete accordance with these specifications and the procedures set forth in the latest edition of the AABC National Standards for Total System Balance or the NEBB Procedural Standards for Testing, Adjusting, and Balancing.
- B. Instruments used for testing air, hydronic, and refrigerant systems must be calibrated according to AABC or NEBB standards. All final test reports shall include a tabulated list of all instruments used, their serial number, and their last calibration date.

1.03 Contractor or LCSB Cooperation

If a Contractor is constructing the project for LCSB, the Contractor will be contractually required to cooperate with the Test and Balance Agency (TBA) as set forth below. If the project job is being done directly by LCSB, the LCSB will be responsible for these functions.

1. The Contractor shall provide the TBA with a new and complete, up-to-date set of project drawings, including all sections. These drawings must reflect all changes which were incorporated into the project. The Contractor shall also provide a complete set of specifications with all addenda and attachments.
2. The Contractor shall provide the TBA with a complete set of approved Division 15000 submittal data. This data should also include, but not be limited to, fan curves, pump curves, wiring diagrams for all equipment, as-built control diagrams, and equipment model specifications.

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

3. The Contractor shall put all HVAC systems into full operation, verifying all belts are tensioned properly, motor operating amps are within nameplate limitations, filters are installed and clean, and continue the operation of the systems for the duration of the Test and Balance process.
4. The Contractor shall check and verify that all dampers are installed and locked in a fully open position. The Contractor shall clean all water strainers and ensure that all water systems are full of water and that all water systems have been purged of air.
5. The Contractor shall bear the costs of all sheave and belt changes necessary to achieve equipment speeds and flow rates within specified limits. The TBA will make all speed adjustments allowable with the variable pitch sheaves provided.
6. The Contractor shall certify in writing that all control systems have been installed, calibrated and are functioning according to the specified design.
7. The TBA will provide the Contractor and Owner with a daily list of all deficiencies encountered. It is the responsibility of the TBA to define the scope of the problem as explicitly as possible in order to expedite corrective action by the appropriate party. The corrective work must be accomplished in a timely manner, and the list returned with each item signed off by the responsible party. The TBA is responsible for re-checking a reasonable number of items on time. If an item has not been corrected, it will be noted in the draft report.

1.04 Submittals

- A. Agenda: Within fifteen (15) working days of receipt of Notice-to-Proceed from LCSB, the TBA shall submit an agenda written specifically for this project. Standard procedure formats as published by NEBB, AABC, and ASHRAE publications, can be used as guides but will not be accepted unless tailored specifically for this project. Submit one copy of the Agenda to LCSB and one to the Engineer designated by the LCSB. The agenda will include the following at a minimum:
 1. General description of each air, water, and refrigerant system with its associated equipment and control cycles.
 2. Specific test procedures, in outline form, for each different type of air, water and refrigerant system, i.e., variable volume air, constant volume air, exhaust air, variable volume water. Include calculations of diversity factors where applicable. The agenda will be subject to the approval of the Engineer. The TBA shall make such reasonable changes in procedures as required by the Engineer for approval.
- B. Pre-Engineered Report: Provide a complete pre-engineered report to accompany the agenda specified in Paragraph 1.04-A. This report will be indicative of the format of the final report and should contain, as a minimum, a title page, index, instrument list (containing the instruments, serial numbers, and calibration dates), and data sheets and required sketches for all systems. Please note that all pages of the report shall be numbered in the index for quick reference. The report format is subject to approval by the Engineer. The TBA shall make such reasonable changes in the format as required by the Engineer for approval.

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

1. Scheduled submittal or Agenda and Pre-Engineered Report may vary for larger projects.
 2. Pages added after initial page numbering may be numbered with the last preceding page plus a letter subscript as 15a, 15b. If pages are removed, a blank page shall be inserted to maintain the number sequence.
- C. Plan Drawings: Using the drawings furnished by LCSB or by the Mechanical Contractor, provide a set of reduced-size prints showing all equipment, such as air handlers, pumps, fan coil units, diffusers, and VAV boxes, which require Test and Balance. Show ID numbers for each piece of equipment, diffusers, etc., on the drawings to coordinate with ID numbers used on the report. Show all duct traverse points. Submit a set of prints with each required copy of the pre-engineered report, the draft report, and the final report.
- D. Draft Report: At the completion of the Test and Balance, one copy of the test shall be submitted in the report format as approved by the Engineer. It shall include a General Notes section listing all discrepancies that have not been corrected, as well as any idiosyncrasies of the systems that may help with maintaining the systems. Once the Engineer approves this report, the final reports can be issued. One additional copy of the draft report shall be sent to the Owner.
- E. Final Report: After approval of the draft report by the Engineer and after making any corrections or changes required by the Engineer, the TBA shall transmit five (5) copies of the final report to the LCSB and one (1) to the Engineer. These reports shall contain all data as listed in Paragraph 1.04-D above. The title page shall contain the NEBB or AABC stamp of the firm and the person certifying the contents of the report.

1.05 Inspections and Warranty

- A. Final Inspection: At any time from the submission of the draft report until ninety (90) days after the acceptance of the final report, the LCSB can request a random retest of specific test readings at its expense for the purpose of verifying the accuracy of the report. The selections for retesting shall not exceed ten (10) percent of the readings contained in the report. The same instruments used to perform the Test and Balance on the project will be used for the retest. The TBA shall have the opportunity to place the system in the proper mode of operation before these retests are conducted (i.e., variable air and water systems). If the retest readings vary more than ten (10) percent on more than ten (10) percent of the points retested, then the system will be totally rebalanced at the expense of the TBA and new reports issued.
- B. The TBA will warrant all Test and Balance work for a period of ninety (90) days from the date of acceptance of the final report.

1.06 Coordination with School Operation

- A. Test and Balance operations will frequently have to be conducted at times when the school is in full operation. The TBA shall closely coordinate his activity with the school principal or his designee and shall observe the following restrictions.

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

- B. Operations shall not be conducted in operating classrooms without prior approval of the teacher and then only for laboratory, gym, or physical education classes. For all other classes, operations must be conducted outside of regular school hours.
- C. Operations in corridors and mechanical rooms can be conducted during school, providing care is taken to avoid any interaction between students and TBA personnel.
- D. Operations in media centers, cafeterias, and kitchens are to be conducted at times approved by the school staff person in charge.
- E. At no time shall systems be operated in a manner to cause inconvenience or discomfort to occupants.
- F. Operations during school hours cannot be noisy or disruptive in any way.

Part 2 – Execution**2.01 Test and Balance Procedure**

- A. Test and Balance all HVAC systems within plus or minus ten (10) percent of the design requirements. Use the test stations provided. If no test station is provided, use flow/pressure characteristics from product data.
- B. Minimum Data Required:
 - 1. All motors (Data to be tabulated with equipment driven by a motor).
 - a. Specified data from equipment schedule.
 - b. Manufacturer
 - c. HP and BHP
 - d. Nameplate phase, voltage, FLA, RPM, and S.F.
 - e. Actual voltage. NLA and FLA.
 - f. Starter size, heater size, and rating
- C. Air moving equipment (air handling units, exhaust fans, supply fans, water source heat pumps, split system air conditioning units or heat pumps).
 - 1. Specified data from equipment schedule.
 - 2. Installation data
 - a. Manufacturer, model number, and serial number
 - b. Motor sheave and shaft size.
 - c. Fan sheave and shaft size.
 - d. Fan belt size and quantity.
 - e. Filter size, quantity, and condition.
 - 3. Test data (equipment 1000 CFM and over)
 - a. CFM (supply, return, and outside) by duct traverse. See B.3.c.

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

- b. Fan RPM
 - c. Fan suction pressure, fan discharge pressure, and fan static pressure (inlet and outlet of fan).
 - d. Unit static pressure profile (including pressure at the most difficult-to-supply terminal box and static reading at the control system sensing location), and unit external static pressure
 - e. Sketch of each type of air-moving device showing static pressure measurement points similar to Page 26.7 in the AABC National Standards.
4. Test Data (equipment under 1000 CFM)
- a. CFM (supply, return, and outside) by register, diffuser, and inlet totals. See B.3.b.
 - b. Fan RPM
 - c. Fan suction pressure, fan discharge pressure, and fan static pressure
- D. Duct Systems
- 1. Duct air quantities. Obtain it by using a Pitot tube traverse using manometers and micro manometers. Report all velocity readings for each traverse.
 - a. Total air (supply or exhaust)
 - b. Outdoor air
 - 2. Outlet/Inlet air quantities. Supply outlet air quantities are to be tested using either Shortridge or Anor flow hoods. Exhaust and return inlets may be tested using either a flow hood or a direct reading anemometer. If direct reading, take a minimum of six (6) equal area readings. Provide a sketch showing points.
 - 3. Duct traverse sheet and cross sections sketch for each traverse point, showing measurement locations. Similar to the sheet shown on Page 26.10 of the AABC National Standards.
- E. Water Moving Equipment (Pumps)
- 1. Specified Data from Equipment Schedule
 - 2. Installation Data
 - a. Manufacturer, model number, and serial number
 - b. Impeller size
 - 3. Test Data
 - a. Flow and shutoff discharge pressure
 - b. Flow and shutoff suction pressure
 - c. Flow and shutoff differential pressure
 - d. Flow and shutoff total head

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

- e. Actual flow during building operation
- F. Water Measuring Devices. The flow station and circuit setter pressure drops shall be measured with pressure differential gauges owned by the TBA, not with operating gauges permanently mounted.
 - 1. Location/Service
 - 2. Specified Flow Rate
 - 3. Installation Data
 - a. Manufacturer, model, type, and size
 - b. Pressure drop at a specified flow rate
 - c. The final setting, pressure drop, and flow
- G. Split System Refrigerant Units. Air conditioning and heat pumps (in addition to the data obtained under air-moving equipment and coils).
 - 1. Specified Data from Equipment Schedule
 - 2. Installation Data (outdoor unit)
 - a. Manufacturer, model, type, and size
 - b. Nameplate phase, voltage, full load amps
 - c. Refrigerant type
 - 3. Test Data (outdoor unit)
 - a. Condenser entering dry bulb temperature
 - b. Condenser leaving dry bulb temperature
 - c. Actual compressor voltage and run load amps
 - d. Outdoor air temperature
- H. Cooling/Heating Coils (No WB temperatures on heating coils)
 - 1. Specified Data from Equipment Schedule
 - 2. Location and Service
 - 3. Installation data (Normally, these coils will be an integral component of an air handling unit, and there will not be data nameplates)
 - a. Manufacturer and model number
 - 4. Test data (asterisk is data required only for coils with greater than 2000 CFM design airflow)
 - a. Airflow, entering static pressure, and pressure drop
 - b. Entering air DB/WB temperature

Heating, Ventilation and Air Conditioning (HVAC) Test and Balance Services

- c. Leaving air DB/WB temp
 - d. Delta TH
 - e. Entering water temperature
 - f. Leaving water temperature
 - g. Water pressure drop (WPD)
 - h. Calculated capacity in BTUH (Air side basis)*
 - i. Calculated water flow (By WPD)*
 - j. Water flow per 201-B-5
- I. Water Chilling Units
- 1. Specified Data from Drawing Equipment Schedule
 - 2. Installation Data
 - a. Manufacturer, model number, and serial number
 - b. Compressor HP
 - c. Compressor phase, voltage, full load amps
 - d. Refrigerant type
 - 3. Test Data (Water cooled)
- J. Cooling Tower
- 1. Specified data from drawing/equipment schedule
 - 2. Installation data
 - a. Manufacturer
 - b. Model and serial number
 - c. Motor sheave and shaft size
 - d. Fan sheave and shaft size
 - e. Fan belt size and quantity
 - 3. Test Data
 - a. Fan RPM
 - b. Voltage and full-load amps
 - c. Entering water temperature
 - d. Leaving water temperature
 - e. Entering air temperature DB/WB

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- f. Leaving air temperature DB/WB
 - g. Water flow rate (sum of condenser or pump flows may be used)
- K. Sound Level
 - 1. Location
 - 2. Test Data
 - a. Sound pressure data with equipment in the operation mode designated, at octave bands 1-8 (flat) plus “A” scale
 - b. Tabulate data and plot each point on the NC octave band chart.
- L. Boiler
 - 1. Specified data from drawing equipment schedule.
 - 2. Installation Data
 - a. Manufacturer
 - b. Model and serial number
 - c. Burner manufacturer, model, and serial number
 - d. Data plate firing rates for all fuels listed
 - e. Data plate output, Mbtah
 - 3. Test Data
 - a. Blower air flow rate at full fire
 - b. Gas pressure at full fire (natural and LP gas units)
 - c. Entering water temperature
 - d. Leaving water temperature
 - e. Water pressure
 - f. Water flow rate (sum pumps or heating coils)

EXHIBIT B

Attachment I Price Sheet

ITB No. 2418-2025 Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services

Bidders shall complete the Price Sheet in Excel format and submit it on a USB thumb drive. Bidders shall also print a hard copy of the Price Sheet and include the signed Price Sheet with their submittal. The electronic Price Sheet is available at www.leonschools.net/Page/4411.

Description		
Pre-Test Engineering Submittal <i>(See Note #9)</i>	\$ 90.00	Hr.
Equipment Data Plate Information	\$ 12.00	Ea.
Air Side		
Duct Traverse 2 – 4 Sf <i>(See Note #3)</i>	\$ 60.00	Ea.
Duct Traverse 4 – 6 Sf <i>(See Note #3)</i>	\$ 70.00	Ea.
Duct Traverse 6 – 8 Sf <i>(See Note #3)</i>	\$ 80.00	Ea.
Duct Static Pressure <i>(See Note #3)</i>	\$ 15.00	Ea.
Duct Flow Station Reading <i>(See Note #3)</i>	\$ 50.00	Ea.
Duct Dry Bulb Temperature <i>(See Note #3)</i>	\$ 15.00	Ea.
Duct Wet Bulb Temperature <i>(See Note #3)</i>	\$ 15.00	Ea.
Hydronic (2)		
Venturii Flow Meter Reading/Set	\$ 50.00	Ea.
Flow Control Valve Check	\$ 50.00	Ea.
Circuit Setter Reading/Set	\$ 40.00	Ea.
Pete's Plug Pressure & Temp	\$ 30.00	Ea.
Guage Pressure Reading	\$ 20.00	Ea.

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Devices (Air Side)		
Unducted Fans Coil Units	\$	Ea.
Direct Drive	\$ 75.00	Ea.
Unducted Fans Coil Units	\$	Ea.
Belt Drive	\$ 90.00	Ea.
Unducted Unit Ventilators	\$	Ea.
Direct Drive	\$ 75.00	Ea.
Unducted Unit Ventilators	\$	Ea.
Belt Drive	\$ 90.00	Ea.
Air Side Handling Units, Single Zone		
400 – 2000 Cfm Direct Drive	\$ 150.00	Ea.
400 – 2000 Cfm Belt Drive	\$ 200.00	Ea.
2001 – 8000 Cfm	\$ 250.00	Ea.
8001 – 15,000 Cfm	\$ 300.00	Ea.
More Than 15,000 Cfm	\$ 400.00	Ea.
Air Side Handling Units, Multi-Zone		
2000 – 8000 Cfm, First Zone	\$ 250.00	Ea.
8001 – 15,000 Cfm, First Zone	\$ 350.00	Ea.
15,001 Cfm And Above, First Zone	\$ 400.00	Ea.
Each Additional Zone	\$ 70.00	Ea.

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Air Side Handling Units, Variable Delivery		
2000 – 8000 Cfm	\$ 200.00	Ea.
8001 – 15,000 Cfm	\$ 300.00	Ea.
15,001 Cfm And Above	\$ 400.00	Ea.
Plant Side, Air Handling Units		
Hydronic Water Coils (Circuit Setters Or Venturii/Cock Systems)		
1 – 9 Gpm	\$ 70.00	Ea.
10 – 40 Gpm	\$ 70.00	Ea.
40 – 75 Gpm	\$ 70.00	Ea.
75 Gpm And Above	\$ 70.00	Ea.
Vav Box	\$ 150.00	Ea.
Fan Powered Mixing Box	\$ 180.00	Ea.
Fans Mounted Above Ceiling		
0 – 1000 Cfm (Direct Drive)	\$ 60.00	Ea.
0 – 2000 Cfm (Belt Drive)	\$ 90.00	Ea.
2000 Cfm And Above (Belt Drive)	\$ 100.00	Ea.
Rooftop Mounted Fans		
0 – 1000 Cfm (Direct Drive)	\$ 200.00	Ea.
0 – 2000 Cfm (Belt Drive)	\$ 250.00	Ea.
2000 Cfm And Above	\$ 250.00	Ea.

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Control Damper-Set Air Flow (4)	
1 – 4 Sf	\$ 60.00
4 – 8 Sf	\$ 60.00
8 – 12 Sf	\$ 60.00
More Than 12 Sf	\$ 75.00
Ceiling Supply Diffuser <i>(See Note #7)</i>	\$ 50.00
Sidewall Supply Diffuser <i>(See Note #8)</i>	\$ 50.00
Sound Test, 8 Point Full Spectrum	\$ 900.00
Report (Draft And Final) <i>(See Note #5)</i>	\$ 250.00
Travel (Lump Sum Travel) <i>(See Note #5)</i>	\$ 850.00
Travel (Per Deim) <i>(See Note #6)</i>	\$ 250.00 / per day
Pump	\$ 500.00
Chiller Up To 100 Tons	\$ 600.00
Chiller 100 – 500 Tons	\$ 600.00
Cooling Tower – Each Cell	\$ 400.00
Boiler	\$ 250.00
Split System Refrig. Unit	\$ 100.00
Reduced Size Plan Sheet	\$ 5.00
NOTES:	
1. These prices are for duct data taken remotely from fans or air handlers. The price for airside fans and air handlers should include all measurements required by the specifications, except traverse data. See Note 3	

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2.	These prices are for measurements taken that are not part of hydronic coils, pumps, chillers, or boilers. The prices for those units shall include all the measurements required by the specifications.
3.	Traverse data will be priced separately for each traverse point, including those taken to establish air handler or fan airflow. Do not include the cost of duct traverse in the unit price for fans or air handlers.
4.	Where control dampers are used to set airflows of direct drive fans or multi-zone air handlers, include the cost in the unit price for those devices.
5.	Lump sum price for one technician to travel from home base to Leon County.
6.	Per diem price for one technician, meals and lodging.
7.	Also, ceiling return and exhaust registers.
8.	Also, sidewall return and exhaust registers.
Includes Agenda also. See specifications	

Environmental Testing Service, Inc.
Company Name

63-0903757
FEIN

Steven D Benson
Authorized Representative Name (Printed)

Vice President
Authorized Representative Title

Steven D Benson
Authorized Representative Signature

4/6/2024
Date