

Request for Proposals (RFP)



"Preparing students to become responsible, respectful, independent learners equipped with the critical thinking skills necessary to compete in our global society."



Refrigeration Equipment Installation, Maintenance, & Repair Services (Resolicitation)

RFP 508-2023

RFP Released: October 18, 2022

Deadline for Questions*: November 2, 2022

Proposals Due*: 2:00 p.m. on November 15, 2022

Nancy Scott
Procurement Officer
Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303

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

RFP Timeline

Steps in the RFP process	Date and Time	Location (if applicable)
Release of RFP	October 18, 2022	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	November 2, 2022	Submit to: Nancy Scott, Procurement Officer Subject: RFP 508-2023 Refrigeration Equipment Installation, Maintenance and Repair Services Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	November 3, 2022	District Website https://www.leonschools.net/Page/4411
Sealed Proposals Due and Opened	November 15, 2022	Submit to: Leon County Schools Purchasing Department Attn: Nancy Scott, Procurement Officer RFP 508-2023 Refrigeration Equipment Installation, Maintenance and Repair Services 3397 W. Tharpe Street Tallahassee, FL 32303* <small>*Also the location for the Response Opening</small>
Evaluation Team Meeting	November 17, 2022	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Date the District will Advertise its Notice of Board Decision	December 5, 2022	District Website https://www.leonschools.net/Page/4411

Table of Contents

RFP Timeline	2
SECTION 1: Key information	6
1.1 Quick Facts.....	6
1.2 Proposer Qualifications	6
1.3 How to Contact Us (Procurement Rules and Information)	6
1.4 Developing Your Proposal.....	7
1.5 Submitting Your Proposal.....	8
1.6 Proposal Opening.....	9
1.7 Disposition of Proposals	9
1.8 Changes to the RFP	9
1.9 Protest Procedures.....	10
SECTION 2: Scope of Work	11
2.1 Background	11
2.2 Procurement Overview.....	11
2.3 Contract Term	11
2.4 Scope of Work.....	11
2.5 Invoice and Payment.....	15
2.6 Performance Monitoring	15
SECTION 3: Procurement Rules and Information	17
3.1 Contents and Format of Proposal Submittals	17
3.2 Cost Proposal Submittals	19
3.3 Proposal Evaluation and Criterion.....	19
3.4 Advertising Notice of Board Decision	22
3.5 No Prior Involvement and Conflicts of Interest.....	22
3.6 Confidentiality, Proprietary, or Trade Secret Material	22
3.7 Small Business Participation	23
3.8 Local Business Preference.....	23
SECTION 4: Contract Terms and Conditions	24
4.1 Contract Modifications	24
4.2 Use by Other Public Agencies.....	24
4.3 Travel Expenses.....	24
4.4 E-Verify.....	24

4.5	Subcontracts.....	24
4.6	Background Screening Requirements/Jessica Lunsford Act	25
4.7	Insurance.....	25
4.8	Copyrights, Right to Data, Patents, and Royalties	26
4.9	Independent Contractor Status	27
4.10	Contact with Students	27
4.11	Assignment.....	27
4.12	Force Majeure	27
4.13	Severability	27
4.14	Reservation of Rights	27
4.15	Americans with Disabilities Act.....	27
4.16	Employment of District Personnel	28
4.17	Legal Requirements	28
4.18	Conflict of Law and Controlling Provisions	28
4.19	Default	28
4.20	Termination.....	28
4.21	Public Records	29
4.22	Indemnification	30
4.23	Disputes.....	30
4.24	Federal Terms and Conditions	30
4.25	Anti-Discrimination	32
4.26	Discriminatory Vendor List	32
4.27	Public Entity Crime & Convicted Vendor List	32
4.28	Scrutinized Companies Certification	33
SECTION 5: Definitions		34
Attachment I		35
Attachment II		36
Attachment III		38
Attachment IV.....		39
Attachment V.....		40
Attachment VI.....		44
Attachment VII.....		45
Attachment VIII.....		46

Attachment IX.....	47
Attachment X.....	49
Attachment XI.....	52

SECTION 1: Key information



1.1 Quick Facts

- a. The School Board of Leon County, Florida, (hereinafter referred to as the “District”), is requesting sealed proposals for the provision of goods and services that may include walk-in and reach-in cooler and freezer equipment installation, maintenance and repairs and other related work as needed.
- b. The use of capitalization (such as Proposer) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- c. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- d. 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 County contracts, public purchasing cooperatives, or to perform the work with its own employees.

1.2 Proposer Qualifications

Proposers shall maintain a permanent place of business; have adequate equipment, finances, and personnel to perform the services of this Contract; and provide necessary warranties, as appropriate, for the items they propose to furnish.

- a. The awarded Contractor(s) shall have a **minimum of two (2) years’ experience within the last five (5) years** as a refrigeration equipment maintenance and repair contractor for commercial, industrial, and institutional customers.
- b. Proposers must currently possess a Type II certificate in the handling, recovery, and transition of refrigerants. The CFC Certification must be maintained throughout the initial term of the Contract and any renewal terms.
- c. The awarded Contractor(s) shall be able to provide services during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and after hours, Monday through Friday, 5:00 p.m. to 10:00 p.m., and Saturdays/Sundays, as required and coordinated by the District’s Project Manager.
- d. Proposers shall have the staffing capability to simultaneously perform services at multiple locations when requested to do so.



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this RFP 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), Proposers to this RFP, or persons acting on their behalf, may not contact any employee or officer 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 Proposal.

- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS 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 LCS 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

Leon County Schools

3397 W. Tharpe Street

Tallahassee, FL 32303

Telephone: (850) 488-1206

Email: purchasing@leonschools.net

- f. The Proposer shall not initiate or execute any decision, or action arising from any verbal discussion with any District employee related to this RFP (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 Proposer are recognized as duly authorized expressions on behalf of the Proposer.



1.4 Developing Your Proposal

- a. This RFP is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Proposers should take the time to read and understand the RFP. 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. Proposers should prepare a clear and concise Proposal, avoiding complicated jargon, and thoroughly describing their ability to meet the expectations of the District.
- d. Proposers must follow the format and instructions included in this RFP for their Proposal submittal.
- e. Proposals that contain provisions that are contrary to the material requirements of this RFP are not permitted. Including alternate provisions or conditions may result in the Proposal being deemed non-responsive to the solicitation.
- f. Proposers must use the Attachment I, Cost Proposal Form, to submit pricing. Proposers shall not change or substantially alter the form, but fill it out completely, as instructed in Section 3.2 of this RFP.
- g. Proposers should thoroughly review their Proposal before submission to ensure the Proposal 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 Proposer while responding to this RFP, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.

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- i. Proposers are expected to submit questions or concerns they have 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 Proposals that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Proposal rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Proposer's Proposal shall demonstrate that it has at least two (2) years within the last five (5) years, of business/corporate experience in providing refrigeration equipment maintenance and repair services to commercial or governmental clients
 - 2. The Proposer must confirm they have a permanent place of business and adequate resources to perform the services contemplated by this RFP;
 - 3. The Proposal must demonstrate experience in providing refrigeration equipment maintenance, and repair services to at least three (3) customers of similar scope and size;
 - 4. The Proposer 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.);
 - 5. The Proposer shall complete and submit Attachment I, Cost Proposal Form, Attachment II, Required Provisions Certification, and Attachment III, Notice of Conflict of Interest; and
 - 6. The Proposer shall possess and provide a copy of a current Type II CFC Certification in the handling, recovery and transition of refrigerants.
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1.5 Submitting Your Proposal

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

Leon County Schools
Purchasing Department
RFP 508-2023 Refrigeration Equipment Maintenance and Repair Services
Attn: Nancy Scott, Procurement Officer
3397 W. Tharpe Street
Tallahassee, FL 32303
 - c. It is the Proposer's responsibility to ensure their Proposal is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Proposals received and shall provide the official time for the Proposal opening. **Late Proposals will not be accepted.**
 - d. Submit a Technical Proposal and a Cost Proposal in separately sealed and clearly labelled packages. The Cost Proposal may be shipped along with the Technical Proposal as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
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- e. Submit one (1) signed, original Technical Proposal, three (3) additional hardcopies, and four (4) electronic copies of the Technical Proposal in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Proposal will take precedence in the event there is a discrepancy between the original and one of the hardcopies or electronic copies.
 - f. Submit one (1) signed, original Cost Proposal (Attachment I), three (3) additional hard copies and one (1) electronic copy of the Cost Proposal in searchable PDF format on an electronic storage device or flash drive (not password protected). If the electronic copy and original paper copy do not match, the original paper copy of the Cost Reply will take precedence.
 - g. The signed original Proposals shall be clearly marked as "Original" and the hardcopies shall be numbered one (1) through three (3).
 - h. If the Proposer includes information in their Proposal that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Proposal, as outlined in Section 3.6, the Proposer should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
 - i. Proposers are encouraged to print Proposal documents double-sided and minimize the use of non-recyclable materials.
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1.6 Proposal Opening

- a. Proposals 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 Proposal that is improperly sealed, addressed, or not correctly identified with the RFP number.
 - c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Proposers.
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1.7 Disposition of Proposals

- a. The District reserves the right to withdraw this RFP at any time and by doing, assumes no liability to any Proposer.
 - b. The District reserves the right to reject any Proposals received in response to this RFP.
 - c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
 - d. All documentation produced as part of this Proposal shall become the exclusive property of the District, may not be returned to or removed by the Proposer 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 Proposal will not affect this right. Should the District reject all Proposals and re-solicit, information submitted in response to this RFP 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 Proposal. The award or rejection of a Proposal shall not affect this right.
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1.8 Changes to the RFP

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. Proposers are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Proposal.



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 32305, 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 were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies, which govern the operation of District public schools. The 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 33,000 students ranging from pre-kindergarten through the 12th grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers a variety of specialized technical training programs for the higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

2.2 Procurement Overview

Through this solicitation, the District is seeking competitive Proposals from licensed and experienced refrigeration equipment maintenance and repair service providers.

The District will work with the Awarded Proposer(s) to execute one (1) or more contracts for services soon after the award of this RFP. Proposers must have the ability to begin the implementation of services if awarded, on or before December 1, 2022.

2.3 Contract Term

We anticipate that the Contract(s) will commence within 30 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	January 1, 2023 – June 30, 2026
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	6 years

2.4 Scope of Work

The District is seeking a qualified and experienced Contractor(s) to provide installation, maintenance, and repairs on an “as needed basis” for walk-in and reach-in coolers and freezers located in school kitchens and cafeteria’s District-wide.

- a. The Contractor shall furnish at their expense all supervision, equipment, tools, machinery, labor, materials, transportation and other items and services necessary to fully accomplish the projects as assigned in accordance with the terms, conditions and specifications of this RFP.
- b. The Contractor shall respond to a request for service made during normal or after-hours within two (2) hours.

- c. All work shall be accomplished in strict accordance with the specifications set forth herein, and all applicable state, county, and local laws, codes, and ordinances. In addition, without exception, the Contractor shall comply with the letter and intent of all EPA, OSHA, and any other pertinent federal regulations and laws concerning the work specified herein.
- d. The Contractor is responsible for protecting all buildings, structures and utilities (under or above ground), from operations that may be hazardous or damaging.
- e. The Contractor is responsible for the protection of all students, visitors, and District personnel against hazards and injuries due to their operations at the work site.
- f. The Contractor shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.
- g. The Contractor shall not impede or interfere with the normal function of the facility, its occupants, or programs.
- h. The Contractor shall ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that the work site presents a neat and orderly appearance at all times. All rubbish and scrap shall be transported from the premises. At completion, 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 loss of tools or supplies.
- i. The Contractor shall liaison with the District authorized representative to schedule maintenance, repairs, and installations. Under no circumstances shall any delivery or repair be attempted before proper clearance has been obtained from the District authorized representative. **To minimize interruption of normal cafeteria operations, removal and disposal of old equipment shall be done immediately by the Contractor as requested by the District. The Contractor shall install the new equipment on the same day as the removal of the defective equipment.** The Contractor is to dispose of defective equipment in accordance with all local Statutes and laws regarding dumping. Under no conditions is the Contractor to use any District bin or trash container to dispose of such items. The District reserves the right to remove parts from equipment for future utilization prior to equipment disposal.

2.4.1 Account Representation: The Contractor shall designate one point of contact for communications with the District. They must reside in Leon, Gadsden, Wakulla, or Jefferson counties. A resume for all staff in the organization that will be servicing the District must be included with the Vendor's Proposal.

2.4.2 Personnel: The Contractor shall have, at the time of submitting their Proposal and throughout the term of the Contract, experienced technicians. Technicians must be capable of performing repairs and routine maintenance services on the current and future refrigeration equipment in the District. The Contractor shall supply the technicians with all the appropriate equipment, tools, transportation, and training to properly repair, install, and maintain District refrigeration equipment in accordance with the RFP.

2.4.3 Equipment/Supplies: The Contractor shall supply all the necessary tools to perform the services contemplated by this RFP. Dedicated technicians must travel in a company vehicle,

clearly marked, furnished with all necessary tools. The District will not provide transportation, equipment, or supplies.

2.4.4 Warranties: The Contractor must honor all manufacturer warranties. It will be the responsibility of the Contractor to warrant all materials and workmanship under normal use and service for five (5) years from the District's acceptance of original installation. The Contractor shall bear the full obligation and cost for repair and replacement of defective equipment within the warranty period at no additional cost to the District. **Vendor's clearly acknowledge their warranty policy period, exclusions, and acceptable warranty repair rates in their proposals.**

2.4.5 Materials Acquisition: The District is requesting a percentage (%) materials mark-up as part of this RFP. The District will not accept any materials mark-up pricing that is in excess of 25% of the awarded Contractor's actual material cost. The mark-up percentage may not be applied to any amount the Contractor pays in sales tax for the materials or equipment. The Contractor, upon request, must provide the original invoice showing the actual cost for any materials as provided. The District reserves the right to acquire by its own means any equipment or materials necessary to perform the scope of work of this RFP.

2.4.6 Order Placement & Shipping Costs: The awarded Contractor(s) will provide, as requested by authorized District staff, job estimates or quotes at no charge to the District. The Contractor must respond to project quote requests with a written quote within two (2) business days. At the Board's discretion, competing quotes may be solicited for individual projects, if multiple vendors are awarded a Contract. The awarded pricing from this Contract(s) will be the basis for all invoicing/billing for goods and services provided under this Contract. Vendors may submit quotes for prices lower than the contracted rates, but may not exceed the proposed rates.

When requesting a project quote:

- a. The District will reach out and request a project quote, providing project details and the site location;
- b. If necessary, request that the Contractor meet with the District's Project Manager responsible for overseeing the project;
- c. The District will provide a general overview of the project to the Contractor on-site or verbally;
- d. The Contractor will prepare a written proposal to include, but not limited to:
 - a brief description of work to be completed;
 - number of labor hours estimated to complete the project; and
 - material and equipment cost estimate, per the Contract.
- e. Upon acceptance of the project quote, the District will issue a purchase order (PO) and the Contractor will be requested to commence work on the project. At no time should work begin without an authorized PO. The timeframe of each project will be at the direction of the assigned District Project Manager.

- f. The project will be deemed complete when the work has been reviewed and approved by the assigned District Project Manager, or designee, in accordance with this RFP and the project quote.

- 2.4.7 Manufacturing Delays:** If the Contractor is unable to supply equipment or materials in compliance with this RFP, the Contractor shall furnish the District with a temporary solution at no cost, so as not to delay a project.
- 2.4.8 DOA/Installation Failure:** The Contractor must immediately replace any equipment purchased under this Contract deemed to be defective at the time of installation without delay and at no cost to the District.
- 2.4.9 Documentation:** The Contractor shall provide full documentation on any equipment or system procured under this RFP to the District at no additional cost within 24 hours of installation.
- 2.4.10 Protection Of Work, Property & Personnel:** The Contractor shall guard against damage and loss to the District property, and shall replace and repair any loss or damages. The District may withhold payment or make deductions, as it may deem necessary to ensure reimbursement for loss and damages due to the negligence of the Contractor. The Contractor shall take the necessary safety precautions to protect both personnel and property while the work is in progress, while also adhering to the project schedule.
- 2.4.11 Training & Knowledge Transfer:** The Contractor shall provide training, upon request, to the District on the use of the equipment procured under this Contract at no cost to the District. As the Contractor performs routine installation or maintenance procedures on equipment purchased under this Contract, District staff may participate to become better acquainted with systems operations and maintenance.
- 2.4.12 After-Hour/Emergency Services:** The Contractor shall provide a certified field technician for after-hours emergency response to the District. The after-hours time frame is defined as the hours of 5:00 p.m. to 10 p.m., Monday through Friday and 8:00 a.m. to 10:00 p.m. Saturday, Sunday, holidays and during any unplanned site closures. For notification of emergency repairs requiring a response, this certified Field Technician must be accessible by cell phone.
- 2.4.13 Employee Conduct:** The Contractor's employees or agents shall conduct themselves in a professional manner at all times, adhering to all rules and guidelines of the project site(s) and the District. Smoking or use of tobacco is NOT permitted on the project site(s). The Contractor shall not interface with school personnel not participating in the Project, or students, and shall not make use of any school facilities without permission. The Contractor's employees working on site must report to the School Administration Office to sign in. When working on a District construction site overseen by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.
- 2.4.14 Uniforms:** The Contractor's on-site personnel are required to wear appropriate uniforms that include shirts with the company's name prominently displayed while on District

premises.

2.4.15 Project Tracking & Progress Reporting: The Contractor, when requested, shall submit weekly progress reports to the District via email that contain:

- a. Work scheduled for the following week with estimated start dates;
- b. Work completed during the week with actual completion dates; and
- c. Unforeseen delays / obstacles, other comments.

2.5 Invoice and Payment

Upon project completion, the Contractor shall submit a final Project invoice to the assigned District Project Manager for approval as follows:

- a. Include all hours worked, per labor classification and whether the work was considered regular or after-hours;
- b. The hourly labor rates, whether at a regular or after-hour rate basis; shall be inclusive of all associated costs with the performance of these services including transportation, equipment, delivery, miscellaneous expenses, profit and overhead;
- c. The cost for all purchased materials and supplies required to complete the job [copies of all related invoices] (if any); and
- d. The proposed percentage mark-up rate over cost for all materials and supplies.

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

2.6 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Contractor(s) performance under the Contract and in determining compliance with Contract terms and conditions:

- On-site reviews of work performed;
- Documentation/review of timely response to request for quotes;
- Documentation/review of timely response to project requests;
- Documentation/review of timely completion of projects as assigned.
- Documentation/review of invoices and materials costs.

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(s) the opportunity for correction, where feasible.

Within 10 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 Contractor. CAPs that do not contain all 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 upon the submitted CAP.

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SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Proposal Submittals

Proposals are to be organized in TABs as directed below. Proposers shall include all the requested information in each TAB or their Proposal may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's Evaluation Team.

a. **TAB A**

Overview

1. Executive Summary/ Letter of Interest

2. Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Proposal Opening.

b. **TAB B**

Experience and Organization

1. References

Proposers shall provide at least three (3), but not more than five (5), references from businesses or governmental agencies for whom the Proposer has provided services of similar scope and size to the services identified in this RFP. References should reflect current or recent experience and must support the experience requirements of this RFP. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this RFP.

Each reference shall be completed and signed by the individual offering the reference, and certified by a notary public, using Attachment V, Proposer's Reference Form. Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District. The District reserves the right to contact reference sources listed or not listed in the Proposer's Proposal.

2. Narrative Record of Past Experience

As indicated in Section 1.3(j) of this RFP, it is a Mandatory Responsiveness Requirement that the Proposer has at least two (2) years of experience within the last five (5) years in providing refrigeration equipment installation, repair, and maintenance services to business/corporate commercial or governmental clients. Details of the Proposer's experience meeting this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Proposer shall include:

- a. A description of experience providing services similar in nature to the services sought in this RFP;
- b. The specific length of time the Proposer has provided similar services, and where services were provided;
- c. Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgements, or liens within the last five (5) years;

- d. Disputes: Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.
- e. Subcontractor Information: If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. And shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

3. Staff Assignments and Certifications

The Proposer shall provide resumes or job descriptions for all positions assigned to the Contract along with copies of any relevant certifications/licensure for staff that will be providing the on-site services contemplated in this RFP.

c. **TAB C**

Required Forms

Proposers shall complete the following forms:

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
2. 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>);
3. Attachment III, Notice of Conflict of Interest
4. Attachment IV, Vendor Contact Information
5. Attachment V, Proposer's Reference Form
6. Attachment VI, Local Preference Affidavit
7. Attachment VII, Subcontracting Form
8. Attachment VIII, Drug-Free Workplace Certification
9. Attachment IX, Certification Regarding Debarment
10. Attachment X, Certification Regarding Lobbying

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

3.2 Cost Proposal Submittals

Each Proposer shall complete and submit Attachment I, Cost Proposal Form, indicating pricing for the equipment and services as detailed. The Cost Proposal Form shall **NOT** be included in the Proposer's Technical Proposal. The Cost Proposal Form shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Proposer's Technical Proposal; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Proposal, actual pricing shall only be included in the Cost Proposal. Inclusion of price information in the Technical Proposal may result in finding the Proposal non-responsive.

3.3 Proposal Evaluation and Criterion

Failure to respond, provide detailed information, or provide requested Proposal elements will result in the reduction of points in the evaluation process. The District will reject any Proposal containing material deviations from the RFP. The District may waive any minor irregularities and technicalities. If only one responsive Proposal is received, the Committee may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C. The evaluation process will be conducted as described below. Evaluation of Proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

- 3.3.1 Minimum Eligibility:** Each Proposal will be evaluated by the District's Purchasing Department to determine if the Proposal meets the mandatory responsiveness criteria as listed in Section 1.4(j) of the RFP. Proposals that fail to meet the minimum eligibility requirements as stated will not be further evaluated nor be considered for award.
- 3.3.2 Evaluation:** The District's Evaluation Team, comprised of staff knowledgeable in different aspects of this RFP will independently review and assign a score based on the Evaluation Criteria detailed in this section of the RFP each of the responsive and responsible Proposals. This step evaluates the strengths of the companies that have responded to the RFP. The Committee will score the proposals on the basis of the evaluation criterion set forth below.
- 3.3.3 Cost Evaluation:** The District's Purchasing Department will review and assign Cost Points based on the formula below:

Cost Component	Weight
Hourly Labor Cost	25 pts
Material % Over Cost Mark-up	15 pts
TOTAL COST POINTS	40 points

- 3.3.4 For Cost Points:** The Vendor submitting the lowest Hourly Labor Cost or Over Cost Percentage Mark-up will receive the total points assigned for that category. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times \text{Total Cost Points Assigned} = Z$$

Where:

N = Lowest Price (per cost component) received by any Proposal

X = Vendor's Proposed Price

Z = Cost Points Awarded

Once we have determined Vendors' weighted points for each cost component, the following formula will be used:

$$\text{Hourly Labor Cost Points} + \text{Over Cost Percentage Mark-up Cost Points} = \text{Overall Cost Points}$$

Evaluation Criterion	Maximum Assigned Points
CRITERION 1: Business Experience <ul style="list-style-type: none"> To what extent does the Vendor's corporate structure and qualifications demonstrate its capability to provide services under a Contract? Financial viability and stability To what extent does the Vendor demonstrate stability in providing prior contractual services? To what extent does the Vendor demonstrate the ability to comply with required licensing requirements, including past licensing issues? To what extent does the Vendor demonstrate stability in providing prior contractual services? To what extent does the Vendor's past performance demonstrate an ability to provide quality refrigeration equipment maintenance and repair services? 	Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0
CRITERION 2: Staffing and Qualifications <ul style="list-style-type: none"> To what extent does the Vendor's proposed staff reflect the experience required in this RFP? Does the proposed staff and staffing model appear appropriate to meet the services sought in the RFP? 	Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0
CRITERION 3: Quality of References <ul style="list-style-type: none"> To what extent does the Vendor's business/corporate references demonstrate its ability to provide services under a Contract? How well do the Vendor's recent clients compare to the size of scope of the services the District is seeking? 	Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0
Scored by LCS Purchasing Department	
CRITERION 4: COST POINTS	Points assigned per Section 3.3.3
Local Preference (Board Policy 6450) <ul style="list-style-type: none"> Leon County Vendors will receive 10 pts. Adjacent County Vendors will receive 5 pts. 	10
Small Business Certification (Board Policy 6325)	5

3.3.4 Score Computation: All scores will be calculated (sections scored by the committee will be averaged per criterion) and combined for a Grand Total Score.

The table below provides scoring guidelines to be used by the District's Evaluation Team members when allocating points:

Score	Score Description
Excellent	Exceeds expectations for effectiveness and responsiveness to the requirement. "Excellent" is defined as a proposal to a specific criterion that is extensive, detailed, exceeding all requirements and objectives of the solicitation, with the high probability of meeting the requirements with little or no risk to the School District. "Excellent" also demonstrates a complete understanding of the requirements, with the approach significantly exceeding performance and/or capability standards, has several exceptional strengths, shows no weaknesses, and will require normal contractor effort and project monitoring.
Good	Above minimum performance, effective and responsive to the requirement. "Good" is defined as a proposal which generally exceeds requirements in minor areas; therefore, has a good probability of meeting the requirements with little risk to the School District. "Good" also demonstrates a good understanding of the requirements, and the approach exceeds the performance or capability standards, with one or more strengths that will benefit the School District. Weaknesses will have little potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Normal contract effort and project monitoring will be required to overcome any difficulties.
Fair	Minimal acceptable performance standards and responsive to the requirement. "Fair" is defined as a proposal which generally meets the requirements. "Fair" demonstrates acceptable understanding of the requirements and the approach meets the performance or capability standards with no obvious strengths that will benefit the School District. Weaknesses will have the potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Special contractor emphasis and close monitoring will probably minimize any difficulties of risk.
Poor	Responsive to the requirement but below acceptable standards. "Poor" is defined as a proposal that demonstrates a limited understanding of the requirements, includes minor omissions, and the approach barely meets the performance or capability standards necessary for minimal contract performance. "Poor" demonstrates a misunderstanding of the requirements that may be corrected or resolved through discussions without a complete revision of the Proposal. Weaknesses can potentially cause some disruption of schedule, increase in cost, and/or degradation of performance even with special contractor emphasis and close project monitoring.
Unsatisfactory	Not responsive to requirement. "Unsatisfactory" is defined as a proposal not meeting the requirements without major revisions and proposes an unacceptable risk. "Unsatisfactory" demonstrates a misunderstanding of the requirements; the approach fails to meet performance or capability standard and contains major omissions and inadequate detail to assure the evaluator that the respondent understands the requirement.

3.4 Advertising Notice of Board Decision

A Contract will be awarded to the Responsive and Responsible Vendor(s) who receive the highest Final Score, considering price and other requirements as set forth in Section 3.3. The District reserves the right to award one (1) or more Contracts, in whole, or for part, for the services sought in this RFP. The District reserves the right to accept or reject any and all offers, or separable portions, and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board. 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 Proposals, or to cancel/withdraw the RFP.

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).

3.5 No Prior Involvement and Conflicts of Interest

Any Proposer 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 Proposer 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 Proposer. 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 Proposer 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 RFP.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.6 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 Proposer 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 Proposer must also simultaneously provide the District with a separate redacted copy of its Proposal 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 Proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Proposer submits its Proposal to the solicitation, and must only exclude or redact those exact

portions which are claimed confidential, proprietary, or trade secret. The Proposer 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 Proposer shall protect, defend, and indemnify the District for any and all claims arising from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Proposer fails to submit a Redacted Copy with its Proposal, the District is authorized to produce the entire documents, data, or records submitted by the Proposer 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.

3.7 Small Business Participation

This RFP, in the evaluation phase, is subject to the small business development provisions specified in Board Policy 6325.

3.8 Local Business Preference

This RFP, in the evaluation phase, 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

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

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 Proposers due to this RFP 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 RFP. Anticipated subcontract agreements known at the time of Proposal submission must be identified in the submitted Proposal using Attachment VII, 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 subcontractors 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 who may have personnel who will be on school grounds when students may be present. Any individual who fails 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 **Workers Compensation:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.3 **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 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 even insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition".
- 4.7.4 **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.
- 4.7.5 **Verification of Coverage:** Proof of insurance must be furnished within fifteen (15) days of

award of the contract.

4.7.6 Required Conditions: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

4.7.6.1 The School Board of Leon County, Florida, its members, officers, employees and agents are added as additional insured.

4.7.6.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Leon County, Florida.

4.7.6.3 Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St. Tallahassee, FL 32303

4.7.6.4 The School Board of Leon County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

4.7.7 Cancellation of Insurance: Vendors are prohibited from providing services under this Contract with the District without the minimum required insurance coverage and must notify the District within two (2) 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 Contractor's 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 Successful Proposer 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 prior written approval of the District. 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 RFP 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

Performance issues will be handled per Section 2.6 of the RFP. In the event the Contractor's performance issues are not remedied or 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 cancelled, 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 RFP 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 Art. 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. 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). 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). 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 subcontractors 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). 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, 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. 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). Applies to contracts, subcontracts and sub grants 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 Proposal, 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 Proposal.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J): Certification regarding 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 Proposal, 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 Federal 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 Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose same.
- k. Procurement of recovered materials (2 CFR §200.322): The 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. Applies to items 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.
- l. 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

The District will not and all vendors and contractors shall not discriminate against faculty, staff, contractors, or students on the basis of age, color, disability, ethnic origin, nationality, genetic information, gender, including gender identity, sexual orientation or gender expression, race, religion, or veteran status, or any other category protected by federal, state, or local law in its educational programs, website accessibility, admission policies, financial aid, employment, or other school administered programs. The Parties will abide by the District's anti-discrimination and anti-bullying policies in accordance with the law while performing under 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 Florida Statute 287.017 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.

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SECTION 5: Definitions

In this RFP, 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 proposal 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 District-observed holidays.
Contract	The written agreement entered by the Board and Successful Bidder(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 (LCS)	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 that must be met by the Proposer 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 Proposer over other Proposers, 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 Proposer a substantial competitive advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the District.
Proposer	A legally qualified corporation, partnership, or other business entity that submits a Proposal to the District in response to this RFP. This term differs from suppliers, which refers to the marketplace at large.
Responsible Proposer	A Proposer who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Proposal	A Proposal, submitted by a Responsible Proposer, which conforms to all material aspects of this RFP.
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 Successful Proposer is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Proposer(s) or Contractor	The Proposer(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this RFP.

Refrigeration Equipment Installation, Maintenance, & Repair Services

Attachment I
Cost Proposal Form

RFP No. 508-2023 Refrigeration Equipment Maintenance & Repair Services

#	Labor Classification	Hour Type	Unit of Measure	Unit Price
1.	Foreman to provide installation, repair, and maintenance services	Normal Business Hours	Per Hour	\$_____
2.		After-Hours	Per Hour	\$_____
3.	Apprentice/Technician to provide installation, repair, and maintenance services	Normal Business Hours	Per Hour	\$_____
4.		After-Hours	Per Hour	\$_____
Total Hourly Labor Rate (sum of #1 - #4)				\$_____
#	Materials		Unit of Measure	Unit Price
5.	Materials Mark-up: (all related goods within the scope of the RFP)		Invoiced cost plus % mark-up	_____%

 Company Name

 FEIN

 Authorized Representative Name (Printed)

 Authorized Representative Title

 Authorized Representative Signature

 Date

Attachment II

Required Provisions Certifications

1. **Business/Corporate Experience**

This is to certify that the Proposer has at least two (2) years, within the last five (5) years, of business/corporate experience in providing refrigeration installation, maintenance, and repair services to commercial or governmental clients, as described in this RFP.

2. **Prime Vendor**

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

3. **Meets Legal Requirements**

This is to certify that the Proposer's Proposal 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 Proposer currently holds a valid Type II CFC Certification and that the Proposer has disclosed in their Proposal all suspensions, revocations, reviews of licensing, bankruptcies, judgements, or liens in the last five (5) years.

5. **Federal Debarment**

This is to certify that neither the Proposer, 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 Proposer whatsoever.

7. **Statement of No Inducement**

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regards to this RFP. Furthermore, this is to certify that the Proposal 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 Proposal.

8. **Statement of Non-Disclosure**

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

9. **Statement of Non-Collusion**

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

10. **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 resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Proposer certifies that they

Refrigeration Equipment Installation, Maintenance, & Repair Services

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 Proposer agrees the District may immediately terminate the resulting 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 bid or proposal 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 Proposer and acknowledges and affirms the statements above.

STATE OF FLORIDA

COUNTY OF _____

Authorized Representative (Print)_____
Authorized Representative (Signature)

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 _____ (Vendor Name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Attachment III
Notice of Conflict of Interest

(Proposers shall complete either Section 1 or Section 2)

Company Name: _____

Solicitation Number: RFP 508-2023

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 I

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

Authorized Representative (Signature)

Authorized Representative (Print)

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

Refrigeration Equipment Installation, Maintenance, & Repair Services

Attachment IV
Proposer Contact Information

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

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

_____ Company Name	_____ Authorized Representative (Signature)	_____ Date
_____ FEIN #	_____ Authorized Representative (Printed)	

Attachment V

Proposer's Reference Form

In the spaces provided below, the Proposer shall list all names under which it has operated during the past five (5) years.

On the following pages, the Proposer shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Proposer has provided services of similar scope and size to the services identified in the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided for the Proposer's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. **References shall not be given by:**

- **Persons employed by the District within the past three (3) years.**
- **Persons currently or formerly employed or supervised by the Proposer or its affiliates.**
- **Board members within the Proposer's organization.**
- **Relatives of any of the above.**

Additionally, the District reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance.

Proposer's Reference Form

Reference #1

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Title: _____ **Alternate Contact Title:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Primary Contact Email: _____ **Alternate Contact Email:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? Yes_____ No_____

Primary Reference Contact Signature

Date

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 _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification _____

Proposer's Reference Form

Reference #2

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Title: _____ **Alternate Contact Title:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Primary Contact Email: _____ **Alternate Contact Email:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? Yes_____ No_____

Primary Reference Contact Signature

Date

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 _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known [] **OR** Produced Identification [] Type of Identification _____

Proposer's Reference Form

Reference #3

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Title: _____ **Alternate Contact Title:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Primary Contact Email: _____ **Alternate Contact Email:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? Yes_____ No_____

Primary Reference Contact Signature

Date

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 _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known [] **OR** Produced Identification [] Type of Identification _____

Refrigeration Equipment Installation, Maintenance, & Repair Services

Attachment VI
Local Preference Affidavit

To qualify for the Local Vendor Preference, a Proposer 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 Proposal Opening. The Proposer, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Proposer 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:

Proposer Name: _____

Physical Address: _____

County: _____

Phone of Local Location: _____

Length of Time at this Location: _____ **# of Employees at this Location:** _____

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

STATE OF FLORIDA
COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

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 _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification _____

Attachment VII
Subcontracting Form

The Proposer shall complete the information below on all subcontractors that will be providing services to the Proposer to meet the requirements of the Contract, should the Proposer 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 subcontractor.

Prime Proposer 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 Proposer per PO6450? Yes _____ No _____

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

Attachment VIII

Drug-Free Workplace Certification

The undersigned Proposer, 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 counselling, 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, 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 the 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 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 _____

Refrigeration Equipment Installation, Maintenance, & Repair Services

Attachment IX
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.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) 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, and 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 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 proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 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 proposal 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 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.

Refrigeration Equipment Installation, Maintenance, & Repair Services

Attachment X
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 be 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 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

Refrigeration Equipment Installation, Maintenance, & Repair 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
☐ b. Grant
☐ c. Cooperative Agreements
☐ d. Loan
☐ e. Loan Agreement
☐ f. Loan Insurance

- ☐ a. Bid/offer/application
☐ b. Initial award
☐ c. Post-award

- ☐ a. Initial filing
☐ b. Material changes

For a material change only:

Year: _____ Quarter: _____

Date of last report: _____

4. Name and Address of Reporting Entity

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime

☐ Prime ☐ Subawardee ☐ Tier if known

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: if individual. last name, first name, MI

10. b. Individuals Performing Services: including address if different from 10.a.

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 the 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: _____

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 followup 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 Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward 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 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 agency name, if known. For example, Department of Transportation, 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 Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-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 item 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; print his/her name, title, and telephone number

Refrigeration Equipment Installation, Maintenance, & Repair Services

Attachment XI
Service Locations

District School Sites

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

Refrigeration Equipment Installation, Maintenance, & Repair Services

0191	Ghazvini Learning Center 860 Blountstown Hwy., 32304	488-2087		0361	Lively Technical Center 500 N. Appleyard Dr., 32304	487-7555
0361	Lively Aviation Center 3290 Capital Circle SW, 32310	488-2461				
District Facilities						
Site Name		Site Address			Phone	
Aquilina Howell Center		3955 W. Pensacola St., 32304			487-7893	
Main Transportation Facility		440 Capital Circle N.W., 32304			488-2636	
Transportation Bus Compound		536 Appleyard Drive, 32304			488-7572	
Nutrition Service/Central Kitchen/Purchasing		3397 W. Tharpe St., 32303			488-7426	
Main Administration Complex		2757 W. Pensacola St., 32304			487-7100	
Early Childhood Development Center		500 N. Appleyard Dr., 32304			922-2099	
Technology & Information Services		520 S. Appleyard Drive, 32304			488-7530	
Warehouse/Property Management		3360/3374 W. Tharpe St., 32303			922-0657	
Adult & Community Education		500 N. Appleyard Dr., 32304			717-2020	
Transportation Bus Compound		601 Paul Russell Rd., 32301			922-6727	
Academic Resource Center		526 Appleyard Dr., 32304			487-1957	
Facilities and Maintenance		3420 W. Tharpe St., 32303			617-1777	
Bloxham Building		727 South Calhoun St., 32301			561-6563	