

Action History (UTC-05:00)

Submit

by Kristina Smith 04-30-2026 02:13:49 PM (Start Form)

Submit

by Deanna Marshall 04-30-2026 02:36:26 PM (Pre-Director approval)

- The task was assigned to Deanna Marshall 4/30/2026 2:13:53 PM

Approve

by Nicholas Herlihy 05-04-2026 08:20:58 AM (Director Approval)

- The task was assigned to Scott Titus, Nicholas Herlihy 4/30/2026 2:36:27 PM
- Nicholas Herlihy assigned the task to Nicholas Herlihy 5/4/2026 8:20:51 AM

Approve

by Nicole Brown 05-04-2026 08:45:18 AM (Budget Approval)

- The task was assigned to Nicole Brown, Mary Grace Stamper, Jake Gaub 5/4/2026 8:20:59 AM
- Nicole Brown assigned the task to Nicole Brown 5/4/2026 8:44:52 AM

Send back for edits

by Michael White 05-04-2026 10:02:49 AM (Purchasing Specialist)

🗨️ SENDING BACK FOR EDITS: PER YOUR DISCUSSION WITH BERNIE, PLEASE CLOSE THIS REQUEST AND COMBINE THE TWO REQUESTS INTO ONE, AS REQUESTED BY IRINA. -MW

- The task was assigned to Bernice Moen, Michael White 5/4/2026 8:45:19 AM
- Michael White assigned the task to Michael White 5/4/2026 10:01:03 AM

Resubmit

by Kristina Smith 05-04-2026 02:10:49 PM (Requester resubmit)

- The task was assigned to Kristina Smith, Anna Duffey. The due date is: May 18, 2026 12:00 AM 5/4/2026 10:02:53 AM
- Kristina Smith assigned the task to Kristina Smith 5/4/2026 10:10:14 AM

Submit

by Deanna Marshall 05-04-2026 02:18:07 PM (Pre-Director approval)

- The task was assigned to Deanna Marshall 5/4/2026 2:10:52 PM

Submit

by Garrett Woods 05-05-2026 12:13:46 PM (Pre-Director approval)

- The task was assigned to Garrett Woods 5/4/2026 2:18:16 PM

Submit

by Chelsea Buell 05-05-2026 03:56:52 PM (Pre-Director approval)

- The task was assigned to Chelsea Buell 5/5/2026 12:13:48 PM

Submit

by Chuck Speake 05-07-2026 11:31:18 AM (Pre-Director approval)

- The task was assigned to Chuck Speake 5/5/2026 3:56:58 PM

Approve

by Scott Titus 05-07-2026 12:30:13 PM (Director Approval)

- The task was assigned to Scott Titus, Nicholas Herlihy 5/7/2026 11:31:19 AM
- Scott Titus assigned the task to Scott Titus 5/7/2026 12:30:04 PM

Approve

by Mary Grace Stamper 05-07-2026 12:51:35 PM (Budget Approval)

- The task was assigned to Nicole Brown, Mary Grace Stamper, Jake Gaub 5/7/2026 12:30:14 PM
- Mary Grace Stamper assigned the task to Mary Grace Stamper 5/7/2026 12:49:32 PM

Reviewed

by Michael White 05-07-2026 05:13:34 PM (Purchasing Specialist)

• UPDATED DEPT AND CW YTD FROM \$64,752.50 TO \$129,505 TO REFLECT TOTAL REQUESTS.

EVER-BLKT-CONTRACT T&C
SCSB 25-0171

PURCHASING DEPARTMENT
VENDOR TRACKING

Prior PO Total: \$0

New PO Total: \$129505

YTD Dept Exp (Incl): \$ 64752.50 (COST IS BEING SPLIT BETWEEN FR AND PW)

YTD CW Exp (Incl): \$179505.00

*\$ 64,752.50 (PW)

*\$ 114,752.50 (FR)

*ALL REQUESTS ARE UTILIZING LOCAL OTHER AGENCY CONTRACT (G) (SCSB)

- The task was assigned to Bernice Moen, Michael White 5/7/2026 12:51:36 PM
- Michael White assigned the task to Michael White 5/7/2026 5:00:34 PM

Approve

by Alla Skipper 05-08-2026 09:42:03 AM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 5/7/2026 5:13:36 PM
- Alla Skipper assigned the task to Alla Skipper 5/8/2026 9:40:37 AM

Approve

by Irina Kukharenko 05-11-2026 09:11:30 AM (Finance Director)

- The task was assigned to Irina Kukharenko, Marilyn Martinec 5/8/2026 9:42:04 AM
- Irina Kukharenko assigned the task to Irina Kukharenko 5/11/2026 9:09:27 AM

Reviewed

by Lori Hollingshead 05-11-2026 09:14:03 AM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Kaitlyn Griffin 5/11/2026 9:11:32 AM
- Lori Hollingshead assigned the task to Lori Hollingshead 5/11/2026 9:13:45 AM



Procurement Request

City of North Port

Request

Request Type *

Competitive Exemption

Capital? (?) No Yes**PRR-EX (?) *** No Yes**FY ***

2026

Type code *

G

Preparer

Kristina Smith

Pre-Director Approver(s) (?)

	Name
1	Deanna Marshall
2	Garrett Woods
3	Chelsea Buell
4	Chuck Speake

Department *

FIRE

Division(s)**Commission Date (?) ***

06/09/2026

Agenda Item (?) *

26-0719

Purchase**Payment Method ***
 Visa Purchase Purchase Order
 Payment Authorization
Purchase Type *
 Single Purchase (current FY)
 Blanket Purchase (current FY)
Purchase SubType *
 None Change Order
 Amendment
Description *

Fire Station 83 A/C unit replacement, and Fire Station 82 A/C unit replacement.

Replacement of (4) HVAC units at Fire Station 83 and (4) HVAC units at Fire Station 82. Facilities and Fire are splitting this cost 50/50 with this request being Facilities half. Fire will be entering their portion of the request separately. This is utilizing Sarasota County School Board contract 25-0171 which has been reviewed by legal. Their response is attached.

Section 2-403 - Exemptions of the City of North Port Procurement Code states that certain procurements shall not be subject to competitive requirements in the judgment of the Purchasing Agent.

Exemption Explanation (?) *

By utilizing the School Board's bid the City will save time, money and staff resources required for the competitive process. Air Mechanical has been the HVAC vendor with the City for a number of years and is very familiar with all of the facilities and the equipment throughout the City

Grant? * Yes No**Technology Related? (?) *** Yes Renewal No**Exemption****Exempted purchase type ***

Please select the purchase type

Other Agency's Contract

Departments may utilize another municipality, county, or other governmental agency contract.

The requesting department must provide the following documentation:

1. Solicitation and addendum (highlight the section that allows the use of solicitation, if not in solicitation provide letter from the entity to allow the city to use the solicitation)
2. Tabulation (must show competition)/matrix if RFP (Supplier's price list: highlight the items on the tabulation per quote/proposal)
3. Awarded Supplier's/Vendor submittal
4. Recommendation/Award Letter
5. Awarded Contract/Agreement/Master Service Agreements, etc.
6. Approved agenda/minutes
7. Renewals
8. Amendments
9. Proposal/Quote to reference the Contract Number

Disclosure: Terminology and titles for required documentation, including form names, above may vary depending on the originating agency. Submitting departments shall provide the equivalent documentation from the originating agency's process that fulfills the substantive requirements outlined herein, regardless of the specific form title.

Name or Category (?) *

Sarasota County School Board

Contract Number *

25-0171

Start Date *

01/17/2026

End Date *

01/13/2027

Fee required (?) *

Yes

No

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

HVACMech25-0171ITB.pdf	1.19MB
Bid 25-0171 - pricing.pdf	418KB
Air Mechanical - permission to PB 25-0171.pdf	1.14MB
Air Mechanical - 25-0171 Submittal.pdf	716.67KB
YES Air Mechanical 25-0171 Renewal 1 signed.pdf	1.71MB
Response to Legal Request - Cooperative Contract 25-0170 - Air Mechanical & Service Corp - HVAC Mechanical Services (3236)4915-1835-4084.pdf	312.42KB

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Fire Station 83 A/C Unit Replacement	\$\$	74,464.00	\$1.00	\$74,464.00
2	Fire Station 82 A/C Unit Replacement	\$\$	55,041.00	\$1.00	\$55,041.00

Shipping (?) * **Total Charges**
 \$0.00 \$129,505.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	FR	323-2222-522.62-00	FM26AC	\$64,752.50

2	PW	321-0760-519.62-00	FM26AC	\$64,752.50
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Total Payments

\$129,505.00

Comments to Budget (?)

Station 82 and Station 83 Repairs/Unit Replacements split 50/50 with Fire and PW

Vendor Details

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NavilLine.

Vendor Name *

AIR MECHANICAL & SERVICE CORP

Vendor Number *

5794

Vendor Name CST

Contact

Vendor Email

mcastellano@amsco-ac.com

Remittance Address

2700 AVENUE OF THE AMERICAS, ENGLEWOOD, FL 34224

Phone

941-475-3715

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$129,505.00

City Inclusive (?) *

\$179,505.00

The School Board of Sarasota County

ITB# 25-0171

TITLE: HVAC Mechanical Services-



**Electronic Submission
Bid Documents**

For:

**The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, Florida 34229**

From:

**Air Mechanical & Service Corp.
2700 Avenue of the Americas
Englewood, Florida 34224
Phone #941-475-3715**

**POC: Mark Castellano
mcastellano@amsco-ac.com**

**Due: Wednesday, November 20, 2024
Before: 1:00 PM**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CMC1250221

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



MATERIALS MANAGEMENT
PURCHASING DEPARTMENT
 101 Old Venice Road, Osprey, FL 34229
 941-486-2183 • Fax 941-486-2188
 SarasotaCountySchools.net

Air Mechanical & Service Corp
 2700 Avenue of the Americas
 Englewood, FL 34224
 (941) 475-3715

ATTACHMENT A

ISSUE DATE: October 30, 2024

SOLICITATION TITLE: HVAC Mechanical Services – Bid #25-0171

SUBMITTALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO: November 20, 2024 at 1:00 p.m. EST

CONFIDENTIAL SOLICITATION: Confidential solicitations will be received electronically via our Bonfire Portal until the date and time as indicated above. <https://sarasotacountyschools.bonfirehub.com> Solicitations will be opened and recorded. All offerors and the general public are invited to attend. It is the sole responsibility of the offeror to ensure that their submittal has been uploaded successfully via Bonfire before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract. Solicitations received after the scheduled time for opening will not be considered. The bidder is responsible for allowing adequate time to upload their submittal. If technical difficulties arise during submission of the bid response, it is the bidder's responsibility to contact Bonfire technical support <https://vendorsupport.gobonfire.com/hc/en-us>. The School Board of Sarasota County, Florida shall not be responsible for delays caused in any occurrence. **A submittal sent by mail, facsimile, electronic mail, telephone or any other means not specified will not be accepted.** Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), .pdf or .ZIP file formats. Printing must be enabled on all files submitted.

SEALED SOLICITATION: Sealed solicitations will be received electronically by the Purchasing Office of the Materials Management Department until the date and time as indicated above.

POSTING: Recommended awards will be posted at the Purchasing Office and on the School District website: [Materials Management / Purchasing \(sarasotacountyschools.net\)](https://www.sarasotacountyschools.net) and on Bonfire on or about: January 7, 2025.

BOARD ACTION DATE: Results will be presented for Board action at 1960 Landings Boulevard, Sarasota, Florida, at 6:00 p.m. EST on: January 14, 2025.

Chapter 120 Florida Statutes: Recommended awards will be posted for review by interested parties at the location where submittals were opened and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by School Board Rule 7.701, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Copies of this procedure are available from the Materials Management Department.

Please indicate in the space provided whether or not your company meets the drug-free workplace certification. This information is required to determine tie procedures as outlined in the ITB specifications.

AMSCO
 Does meet drug-free workplace certification.
DOES NOT APPLY
 Does not meet the drug-free workplace certification.

Prices are firm for re-orders for 12 months after award of ITB.
DELIVERY OR COMPLETION 365 calendar days after receipt of purchase order.

CERTIFICATION

The proposer hereby agrees that he/she read and thoroughly understands the terms, conditions, and specifications as contained in this solicitation, and further, the items of material, or services offered meet the required minimum specifications, to provide the services and/or items, at the prices proposed, pursuant to the requirements of this document. By signing, "I have read, understand, and agree to all terms and conditions herein and as proposed."

Company Name <i>AIR MECHANICAL & SERVICE CORP</i>	Address <i>2700 AVENUE OF THE AMERICAS</i>
Proposer's Printed Name <i>MARK CASTELLANO</i>	City <i>ENGLEWOOD</i>
Proposer's Signature	State <i>FLORIDA</i> Zip <i>34224</i>
Title <i>VICE PRESIDENT/BRANCH MANAGER</i>	Telephone <i>(941) 475-3715</i>
Date <i>NOVEMBER 19, 2024</i>	Fax <i>(941) 475-3725</i>
Federal I.D. Number <i>59-2158902</i>	Email <i>MCASTELLANO@AMSCO-AC.COM</i>

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
HVAC MECHANICAL SERVICES – BID #25-0171

Air Mechanical & Service Corp
2700 Avenue of the Americas
Englewood, FL 34224
(941) 475-3715

ATTACHMENT C
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the municipal government, through the School Board of Sarasota County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School Board of Sarasota County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Sarasota County or other government entity as opposed to a private citizen on a first priority basis. The School Board of Sarasota County expects to pay a fair and reasonable price for all products in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a "24 hour" phone number in the event of such an emergency.

<input checked="" type="checkbox"/>	I hereby understand and agree to the above statement.
 Signature <u>Mark Castellano</u>	<u>MARK CASTELLANO</u> Print Name
<u>VICE PRESIDENT/BRANCH MGR.</u> Title	<u>AIR MECHANICAL & SERVICE CORP</u> Name of Bidding Company
Emergency Contact: <u>AFTER HOURS AMSCO ANSWERING SERVICE 5PM - 8AM</u>	
Emergency Telephone Number: <u>(941) 475-3715</u>	
Home Telephone Number: _____	
Beeper or Cellular Phone Number <u>MARK CASTELLANO (813) 363-2455</u>	
Office: <u>(941) 475-3715</u>	Fax: <u>(941) 475-3725</u>
Email <u>MCASTELLANO@AMSCO-AC.COM</u>	

<input type="checkbox"/>	I cannot comply with this request.	DOES NOT APPLY
_____ Signature	_____ Print Name	
_____ Title	_____ Name of Bidding Company	

**ATTACHMENT B
SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM**

Please complete if you are either a:

Small Business Enterprise, as defined by FS 288.703 (1) *does not apply*

Or a:

Minority Business Enterprise, *does not apply*

Please select one or more as applicable:

- African American
- Asian American
- Woman Owned
- Hispanic American
- Native American


As defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

State of Florida, Department of Management Services, Office of Supplier Diversity

If not by DMS, who/self-report: *neither apply* _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of services or work described in this ITB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation</u>	<u>Estimated Dollar Value of Services</u>
1.	<i>NA</i> _____	<i>NA</i> _____	<i>NA</i> _____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER <i>Air Mechanical & Service Corp</i>	BID # AND TITLE #25-0171 <i>HVAC Mechanical Services</i>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <i>Mark Castellano, Vice President/Branch Manager</i>	
SIGNATURE 	DATE <i>November 20, 2024</i>

If Bidder is **NOT** a small or minority business enterprise and/or does not intend to subcontract a portion of the services or work described in this ITB to a S/MBE, then Bidder shall indicate here:

ATTACHMENT D
COMMERCIAL REFERENCES

Company Name: AIR MECHANICAL & SERVICE CORP

Experience: FOR OVER 40 YEARS WE HAVE BEEN INSTALLING & SERVICING NUMERIOUS COMMERCIAL CLIENTS HVAC EQUIPMENT

Indicate below the number of years (minimum of three years) the bidding company has been in business providing HVAC mechanical services:

Number of months/years: AIR MECHANICAL & SERVICE CORP (AMSCO) HAS BEEN SEEING TO OUR CLIENTS NEEDS FOR FORTY-TWO YEARS.

All bidders must have performed verifiable work providing HVAC mechanical services as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required. The bidder agrees to provide references from customers other than the School Board of Sarasota County.

1. Company Name: SARASOTA COUNTY GOVERNMENT
Location of Service: VARIOUS GOVERNMENT BUILDINGS THROUGH OUT THE COUNTY OF SARASOTA, FLORIDA
Dates services were provided: AMSCO BEGAN TAKING CARE OF SARASOTA COUNTY HVAC EQUIPMENT IN 2006
Type of service provided: REPLACE, REPAIR AND MAINTAIN ALL HVAC EQUIPMENT PER COUNTIES REQUEST
Contact Person: RAY ORTIZ
Title: BUILDING SPECIALTIES HVAC SUPERVISOR Telephone (941) 313-3161
Email Address: RORTIZ@SCGOV.NET Fax (941) 861-3132
2. Company Name: MANATEE COUNTY GOVERNMENT
Location of Service: SEVERAL GOVERNMENT BUILDINGS THROUGH OUT THE COUNTY OF MANATEE, FLORIDA
Dates services were provided: SINCE 1999 AMSCO HAS BEEN TAKING CARE OF MANATEE'S HVAC SYSTEMS AS REQUESTED
Type of service provided: INSTALL, REPAIR AND PREVENTATIVE MAINTENANCE, WHAT EVER IS NEEDED
Contact Person: MARK PETRILLA
Title: OPERATIONS MANAGER Telephone (941) 737-3217
Email Address: MARK.PETRILLA@MYMANATEE.ORG Fax (941) 742-5880
3. Company Name: CHARLOTTE COUNTY PUBLIC SCHOOLS
Location of Service: MAJORITY OF CHARLOTTE COUNTY PUBLIC SCHOOLS, CHARLOTTE COUNTY, FLORIDA
Dates services were provided: AMSCO HAS BEEN PROVIDING MECHANICAL SERVICE TO CHARLOTTE COUNTY PUBLIC SCHOOLS, FLORIDA SINCE YEAR OF 2006
Type of service provided: ALL HVAC SERVICE REQUESTED BY CHARLOTTE COUNTY PUBLIC SCHOOLS, FLORIDA
Contact Person: ROB HUSSEY
Title: MAINTENANCE MANAGER Telephone (941) 979-1700
Email Address: ROB.HUSSEY@YOURCHARLOTTE SCHOOLS.NET Fax (941) 575-5410

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
 HVAC MECHANICAL SERVICES - BID #23-0171

ATTACHMENT E

HVAC SERVICE PERSONNEL				
The Contractor must have a minimum of three (3) HVAC Journeymen with five (5) year experience who are capable of diagnosing and mechanical repairing of HVAC systems, and who will respond to the SBSC at all times. *Contractor must have technicians preferably located in the Sarasota/Bradenton area, but we could also consider if technicians are located anywhere between Tampa and Fort Myers.* List the HVAC service personnel assigned to work at any SBSC location.				
Names of HVAC Service Personnel				
(mark the box that applies)			Journeyman	Helper
1.	<i>Dennis Clark</i>		X	
2.	<i>Matt Leonardi</i>		X	
3.	<i>Ben Lam</i>		X	
4.	<i>Cam Sullivan</i>		X	
5.	<i>Wayne Young</i>		X	
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
Qualifications				
Journeyman: A Journeyman has five (5) years experience in the mechanical repairing of HVAC systems and includes but is not limited to Welders, Pipe Fitters, or Sheet Metal Fabricators. Proof of experience is required upon request.				
Helper: A Helper is not required to have experience in HVAC mechanical services field.				

ATTACHMENT F

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: AIR MECHANICAL & SERVICE CORP

Vendor FEIN: 59-2158902

Vendor's Authorized Representative Name and Title: MARK CASTELLANO VICE PRESIDENT/BRANCH MANAGER

Address: 2700 AVENUE OF THE AMERICAS

City: ENGLEWOOD State: FL ZIP: 34224

Phone Number: (941) 475-3715

Email Address: MCASTELLANO@AMSCO-AC.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Sarasota County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

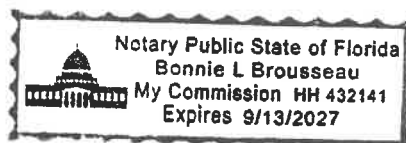
By: [Signature]
MARK CASTELLANO AUTHORIZED SIGNATURE

Print Name and Title: VICE PRESIDENT/BRANCH MANAGER Date: NOVEMBER 20, 2024

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th day of NOVEMBER, 2024 by MARK CASTELLANO, who is personally known XX or produced DOES NOT APPLY as Identification.

[Signature]
Notary Public BONNIE L. BROUSSEAU
Print Name: _____
My Commission Expires: SEPTEMBER 13, 2027



State of Florida
Affidavit Regarding the Use of Companies Owned
or Controlled by a Foreign Country of Concern

Respondent Vendor Name: AIR MECHANICAL & SERVICE CORP

Vendor FEIN: 59-2158902

Vendor's Authorized Representative Name and Title: MARK CASTELLANO
VICE PRESIDENT/BRANCH MANAGER

Address: 2700 AVENUE OF THE AMERICAS

City: ENGLEWOOD State: FLORIDA ZIP: 34224

Phone Number: (941) 475-3715

Email Address: MCASTELLANO@AMSCO-AC.COM

Section 287.138, Florida Statutes prohibits governmental entities from entering into contracts with companies owned or controlled by a foreign country of concern, meaning the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. It requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity is not owned or controlled by a foreign country of concern. The School Board of Sarasota County is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified:

- Is not owned by the government of a foreign country of concern.
- The government of a foreign country of concern does not have controlling interest in the company.
- The company is not organized under the laws of or has its principal place of business in a foreign country of concern.

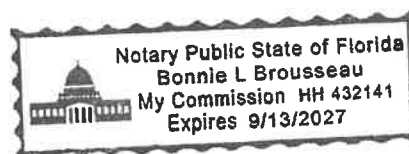
Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 
MARK CASTELLANO AUTHORIZED SIGNATURE
Print Name and Title: VICE PRESIDENT/BRANCH MANAGER Date: NOVEMBER 20, 2024

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20TH day of NOVEMBER, 2024, by MARK CASTELLANO, who is personally known xx or produced DOES NOT APPLY as Identification.

Notary Public 
Print Name: BONNIE L. BROUSSEAU
My Commission Expires: SEPTEMBER 13, 2027



Lisa Guerreiro

From: Brizendine Tracy <Tracy.Brizendine@sarasotacountyschools.net>
Sent: Thursday, April 3, 2025 3:22 PM
To: Dumas Jody; Lisa Guerreiro; Kemp Michael
Subject: [EXTERNAL] RE: Contract #25-0171 HVAC Mechanical Services
Attachments: 1.14.25 HVACMECH ITEM.pdf; Submittals.zip; HVACMech25-0171ITB.pdf



Lisa,

Here are the requested documents please let me know if you need anything else.

The City of North Port has our permission to piggyback bid 25-0171, HVAC Mechanical Services.



Tracy Brizendine

Director
Materials Management
Sarasota County Schools
Every Student. Every Day!

Office: 941-486-2183 ext. 68483

Email: tracy.brizendine@sarasotacountyschools.net

Web: <https://www.sarasotacountyschools.net/>



From: Dumas Jody <Jody.Dumas@sarasotacountyschools.net>
Sent: Thursday, April 3, 2025 11:03 AM
To: Lisa Guerreiro <lguerreiro@northportfl.gov>; Kemp Michael <Michael.Kemp@sarasotacountyschools.net>
Cc: Brizendine Tracy <Tracy.Brizendine@sarasotacountyschools.net>
Subject: RE: Contract #25-0171 HVAC Mechanical Services

Tracy,

Would you please work with Lisa to provide what she needs?

Thanks,
Jody



Jody Dumas
Executive Director Facilities Services
Facilities Services
Sarasota County Schools
Every Student. Every Day!

Office: 941-927-9000 EXT 68835
Mobile: 941-915-6991
Email: Jody.Dumas@sarasotacountyschools.net
Web: <https://www.sarasotacountyschools.net/>



From: Lisa Guerreiro <lguerreiro@northportfl.gov>
Sent: Thursday, April 3, 2025 10:36 AM
To: Dumas Jody <Jody.Dumas@sarasotacountyschools.net>; Kemp Michael <Michael.Kemp@sarasotacountyschools.net>
Subject: Contract #25-0171 HVAC Mechanical Services

External Email - Be Suspicious of Attachments, Links, and Requests for Login Information

Good morning,

The City of North Port was piggybacking on your previous contract for HVAC Services and would like to continue with this new contract. Could you please send me all of the documentation from this contract including the original solicitation, vendor responses, executed contract and also could you please provide permission for the City of North Port to piggyback contract #25-0171?

Please let me know if you have any questions.

Thank you!



Lisa Guerreiro

Business Services Coordinator / Public Works

1100 N. Chamberlain Blvd, North Port, FL 34286

O: 941-429-3595



This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message. Please be aware that all e-mail to and from Sarasota County Schools is subject to the public records laws of Florida.

This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message. Please be aware that all e-mail to and from Sarasota County Schools is subject to the public records laws of Florida.

Item Number	Item	Price per hour/Mark-Up
Standard Working Hours (2)		
#1-1	Journeyman standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	98
#1-2	Helper, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	88
Non-Standard Working Hours (2)		
#2-1	Journeyman, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	120
#2-2	Helper, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	100
Materials Mark-up Not to Exceed 15% (1)		
	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 15% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SBSC for materials. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	
#3-1		15
Subcontracted Services Mark-up Not to Exceed 15% (1)		
	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 15% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SBSC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	
#4-1		15
Rental Equipment Mark-up Not to Exceed 15% (1)		
	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 15% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SBSC for rentals. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	
#5-1		15



ATTACHMENT A

ISSUE DATE: October 30, 2024

SOLICITATION TITLE: HVAC Mechanical Services – Bid #25-0171

SUBMITTALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO: November 20, 2024 at 1:00 p.m. EST

CONFIDENTIAL SOLICITATION: Confidential solicitations will be received electronically via our Bonfire Portal until the date and time as indicated above. <https://sarasotacountyschools.bonfirehub.com> Solicitations will be opened and recorded. All offerors and the general public are invited to attend. It is the sole responsibility of the offeror to ensure that their submittal has been uploaded successfully via Bonfire before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract. Solicitations received after the scheduled time for opening will not be considered. The bidder is responsible for allowing adequate time to upload their submittal. If technical difficulties arise during submission of the bid response, it is the bidder's responsibility to contact Bonfire technical support <https://vendorsupport.gobonfire.com/hc/en-us>. The School Board of Sarasota County, Florida shall not be responsible for delays caused in any occurrence. **A submittal sent by mail, facsimile, electronic mail, telephone or any other means not specified will not be accepted.** Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), .pdf or .ZIP file formats. Printing must be enabled on all files submitted.

SEALED SOLICITATION: Sealed solicitations will be received electronically by the Purchasing Office of the Materials Management Department until the date and time as indicated above.

POSTING: Recommended awards will be posted at the Purchasing Office and on the School District website: [Materials Management / Purchasing \(sarasotacountyschools.net\)](https://www.sarasotacountyschools.net) and on Bonfire on or about: January 7, 2025.

BOARD ACTION DATE: Results will be presented for Board action at 1960 Landings Boulevard, Sarasota, Florida, at 6:00 p.m. EST on: January 14, 2025.

Chapter 120 Florida Statutes: Recommended awards will be posted for review by interested parties at the location where submittals were opened and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by School Board Rule 7.701, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Copies of this procedure are available from the Materials Management Department.

Please indicate in the space provided whether or not your company meets the drug-free workplace certification. This information is required to determine tie procedures as outlined in the ITB specifications.

_____ **Does** meet drug-free workplace certification.
 _____ **Does not** meet the drug-free workplace certification.

Prices are firm for re-orders for 12 months after award of ITB.
DELIVERY OR COMPLETION _____ calendar days after receipt of purchase order.

CERTIFICATION

The proposer hereby agrees that he/she read and thoroughly understands the terms, conditions, and specifications as contained in this solicitation, and further, the items of material, or services offered meet the required minimum specifications, to provide the services and/or items, at the prices proposed, pursuant to the requirements of this document. By signing, "I have read, understand, and agree to all terms and conditions herein and as proposed."

Company Name	Address
Proposer's Printed Name	City
Proposer's Signature	State _____ Zip
Title	Telephone
Date	Fax
Federal I.D. Number	Email



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
HVAC MECHANICAL SERVICES – BID #25-0171
TERMS AND CONDITIONS

This document has been prepared with Adobe Acrobat Pro DC 2019. If you have an older version of Acrobat and have difficulty reading the downloaded document, you may need to download a current version from Adobe.com.

The School Board of Sarasota County has transitioned to an electronic submission procurement portal in partnership with Bonfire Interactive. Registration is easy and free. Please visit <https://sarasotacountyschools.bonfirehub.com> to register with Bonfire and receive notifications of business opportunities and submit bids and proposals to SBSC digitally.

Proposals should be submitted electronically and must be submitted on or before the Bid Due Date at <https://sarasotacountyschools.bonfirehub.com>. Proposals will **not** be accepted by email or facsimile. The Bidder will be solely responsible for submittal of their bid and related documents through <https://sarasotacountyschools.bonfirehub.com> and if not familiar with the upload process must allow adequate time to upload the submittal no later than the time and date specified in the solicitation or subsequent addenda.

Bonfire Technical Support. Vendors have access to the Bonfire Support website at <https://vendorsupport.gobonfire.com/hc/en-us>. A Support ticket request can also be submitted, if necessary, at <https://support.gobonfire.com/hc/en-us/requests/new>.

Additional resources to help with setup in **Bonfire**:

- [Vendor Registration/Submission Video](#)
- [Vendor Registration](#)
- [Creating and Uploading a Submission](#)

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted at <https://sarasotacountyschools.bonfirehub.com>

If you obtain our solicitation documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit <https://sarasotacountyschools.bonfirehub.com> to view, open, and download the documents. The district will not be responsible if you fail to receive any and all addendums if you obtain the original documents from another source.

When submitting a Bid electronically acceptable file formats for upload are Microsoft Excel, Adobe Portable Document (.pdf), or .ZIP file formats and printing must be enabled on all files submitted.

Following School Board action we will provide all respondents with the tabulation and award documents via email.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
HVAC MECHANICAL SERVICES – BID #25-0171
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The accompanying solicitation, General Conditions, Instructions to Offerors, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this solicitation and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of the accompanying solicitation to secure submittals for services as listed herein for the School Board of Sarasota County, Florida, hereinafter called the School Board. Services shall be provided by the approved offeror, hereinafter called the Contractor.

CONTRACT TERMS:

- a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
- b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:
 1. The Civil Rights Act of 1964, as amended.
 2. Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
 3. Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
 4. Executive Order 11738, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal contracts, grants, or loans.
 5. EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.'
 6. Federal, state, and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
 7. Energy Policy and Conservation Act, 42 U.S.C. 6201.
 8. Energy Efficiency 34 CFR 80.36 (I)(13)
 9. Funding Agreement (Rights to Inventions) 37 CFR Part 401.
 10. Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
 11. State Agency and School Food Authority Responsibilities 7 CFR Part 210.21 (f)(i)
 12. Money and Finance Section 1352, Title 31 U.S.
 13. Equal Employment Opportunity, 41 CFR Part 60.
 14. Political Activity 5 U.S.C. Part 2 Ch. 15 & Part 3 Ch. 73-3.
 15. Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
 16. Contract Work Hours and Safety Standards Act, 40 USC 3701-3708 as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.
 17. Prohibition on Contracting for Covered Telecommunications Equipment or Services, section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law No. 115-232, 2 CFR 200.216.
 18. Domestic Preferences for Procurements: As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- c. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.
- d. The Contractor shall retain all books, records and other documents relative to this contract for three years after final payment. The School Board, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

CONTRACT DURATION: The duration of a contract resulting from this solicitation shall be for a period indicated in specifications with the option to renew for two additional one-year periods based on mutual agreement of both parties, unless otherwise specified.

CONTRACT DEFAULT: In the event the Contractor fails to enter into a contract with the School Board on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including,

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but not limited to, the recovery of damages equaling the difference of the submitted price and the price the School Board subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

At the discretion of the School Board, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the Contractor, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

EXTENSION OF CONTRACT: Prior to the expiration of any contract resulting from a successful submittal, the School Board, at its discretion, may require an extension of said contract for a period, which shall not exceed the original termination date by more than 90 days. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

TERMINATION OF CONTRACT: This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Materials Management or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms. The Contractor shall have a period of time, as determined by the School Board, to remedy any noncompliance to offered terms and specifications. The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board. The School Board delegates the authority to terminate the contract to the Superintendent or designee. At the discretion of the School Board, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

PUBLIC ENTITY CRIMES: Per the provisions of Florida Statute 287.133(2)(a), "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 following the date of being placed on the convicted vendor list."

The Offeror certifies, by submission and signature of this solicitation, that neither the offeror, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

FEDERAL DEBARMENT CERTIFICATION: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

- a. The prospective lower tier participant certifies, by submission and signature of this submittal, 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 solicitation.

LOBBYING: Contractors are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this solicitation. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract. Any Contractor or any individuals that lobby on behalf of the Contractor during the time specified will result in rejection or disqualification of said solicitation.

BYRD ANTI-LOBBYING AMENDMENT: Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any

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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 with 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, “A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.” This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

USE OF COMPANIES OWNED OR CONTROLLED BY A FOREIGN COUNTRY OF CONCERN: Section 287.138, Florida Statutes prohibits governmental entities from entering into contracts with companies owned or controlled by a foreign country of concern, meaning the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. It requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity is not owned or controlled by a foreign country of concern. The School Board of Sarasota County is a governmental entity for purposes of this statute.

USE OF COERCION FOR LABOR SERVICES: In accordance with Section 787.06 of the Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s.287.138 (1).

FLORIDA PREFERENCE: Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder’s Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

THE U.S. DEPARTMENT OF AGRICULTURE’S “BUY AMERICAN” PROVISION: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States, **substantially** using agriculture commodities that are produced in the United States.

The word “substantially” is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

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MINORITY, SMALL, AND WOMEN OWNED BUSINESSES: Sarasota Schools encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority-owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

BACKGROUND SCREENING: As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors will have access to school grounds when students are present, have direct contact with students, or have access to control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. By responding to this solicitation, you agree to abide by all Sarasota County School Board policies and procedures regarding The Jessica Lunsford Act. There is a fingerprinting fee associated with these procedures. Refer to the School Board website www.sarasotacountyschools.net, Jessica Lunsford Act. This website is updated as policies and procedures are put in place.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND-ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractors' employees/independent Contractors or its Subcontractors' employees/independent Contractors will not be tolerated on School Board property. If any employee/independent Contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School Board property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a Subcontractor fails to terminate said employee/independent Contractor, the Contractor shall terminate its agreement with the Subcontractor for the project. If the Contractor fails to terminate said employee/independent Contractor or fails to terminate the agreement with the Subcontractor who fails to terminate said employee/independent Contractor, this Contract may be terminated by the School Board.

DISCRIMINATION: Any entity or affiliate who has been placed on the Florida State's discriminatory offeror list may not submit an offer on a contract to provide goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit an offer on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

SAFETY DATA SHEET: The manufacturer, importer, or distributor of a toxic substance will provide a safety data sheet with his/her offer.

SAFETY PRECAUTIONS: The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workmen and all persons in or around the work area.

OCCUPATIONAL SAFETY HAZARDS ACT REQUIREMENTS: The offeror certifies that all material, equipment, etc., contained in this offer meets all Occupational Safety Hazards Act (OSHA) requirements. The offeror further certifies that, if he/she is the successful Contractor, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Contractor. Failure of the Contractor to bring any and all material, equipment, etc., contained in a particular offer, in conformity with all OSHA requirements, shall constitute default under this agreement.

PERSONAL INJURY AND PROPERTY DAMAGE: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

PURCHASE ORDER AGREEMENT: This solicitation, offer, and the purchase orders issued hereunder constitute the entire agreement between the School Board and the Contractor awarded the solicitation. No modification of this solicitation shall be binding on the School Board or the offerors unless mutually agreed upon in writing by the parties. A minimum of 30 days must be allowed after School Board approval to receive a purchase order if awarded the solicitation.

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PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the Contractor(s), purchases may be made under this solicitation by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

SUBMISSION AND RECEIPT OF SOLICITATIONS:

- a. Unless otherwise specified, offerors must use the form(s) furnished by the School Board. Failure to do so may cause the submittal to be rejected.
- b. Original solicitations shall include all required attachments and requested documentation.
- c. Submittals shall be typewritten or completed in ink.
- d. Erasures are not acceptable on submittals. If changes are necessary, strike out or draw a line through the incorrect price and write the correct price above. **The offeror must initial all changes.**
- e. Submittals must be signed in ink by an officer or employee having the authority to bind the company or firm.
- f. The School Board will receive sealed submittals until the date and time indicated on the solicitation cover. Submittals must be delivered to the Purchasing Office at the stated address and will be opened at the stated time. The outside of all submittals must be clearly marked with the solicitation name and opening date. Submittals received in unidentifiable envelopes are sent at the offeror's risk. Submittals received after the date and time of the solicitation opening will be date stamped and returned to the offeror at their expense. **It will be the offerors' responsibility to get the submittal to the correct location on time.**
- g. For purposes of evaluation, the offeror must indicate any variances from specifications. If variations are not stated in the submittal, it will be assumed that the product or service fully complies with the specifications.
- h. Conflict of interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All offerors must disclose with their submittal the name of any officer, director or agent who is also an employee of the School Board.

SUBMITTAL OF A SOLICITATION: The submittal of a solicitation shall constitute an irrevocable offer to contract with the School Board in accordance with the terms of said solicitation. The offer may not be withdrawn or altered until or unless rejected or not accepted by the School Board except as provided below. Accuracy of all prices and statements contained in the submittal is the responsibility of the offeror, and no change or cancellation thereof may be made. The Director of Materials Management or designee reserves the right to ask the offeror for clarification. In addition, purchasing staff will review the line-by-line prices. Accuracy of additions and extensions, brands and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the solicitation. School officials who find any errors in calculations, with extensions, will make adjustments and corrections. Unit price will prevail in submittal. Offerors shall normally be held to their submittal but in the event of an error or if an obvious omission is discovered in the submitted document, offerors may request in writing the opportunity to withdraw their submittal. Offerors shall include in their written request sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be required at the Director of Materials Management's discretion to support such a request.

QUANTITIES SPECIFIED: The School Board reserves the right to increase or decrease the quantity of any and all items offered, as it deems appropriate. The unit price shall remain as accepted at award.

PRICES:

- a. Prices shall be for the period stated in the "General Specifications" or as otherwise stated in the "Certification."
- b. Prices should be stated in units of quantity specified in the solicitation specifications.
- c. In case of discrepancy in computing the amount of the submittal, the unit price offered will prevail. Any requirement by the offeror that certain "all or none" groups, quantities, weights, or other criteria must be met in order to qualify for offered prices, may result in disqualification of the solicitation. Likewise, expiration dates or other constraints, which are in conflict with solicitation requirements, will result in disqualification.

TRADE-NAMED ITEMS: When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Materials Management. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Director of Materials Management.

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SOLICITATION REJECTION: The School Board reserves the right to reject any and all submittals or parts thereof, and to request re-submission. The School Board further reserves the right to accept an offer other than the lowest offer, which in all other respects complies with the solicitation and the submitted document, provided that, in the sole judgment and discretion of the School Board, the item offered at the higher offered price has additional value or function, including, but not limited to: life cycle costing, product performance, quality of workmanship, or suitability for a particular purpose. Delivery dates, availability of item, or other such values or functions, may justify a difference in the price paid. All submittals shall be evaluated on all factors involved, including the foregoing price, quality, delivery schedules and the like. Purchase orders or contracts shall be awarded to the responsive and responsible offeror whose submittal is determined to be advantageous to the School Board, taking into consideration the factors set forth above and all other factors set forth in the solicitation as “lowest or lowest and best offer”.

SOLICITATION CHANGES AFTER CLOSING TIME: Submittals may not be changed after the solicitation closing time. The exception would be if there was a misinterpretation of the unit for which the solicitation was requested. In which case, no dollar amount change would be allowed, and only a clarification as to the unit the offer represents will be considered. This must be done in writing 24 hours after notification to the offeror from the Director of Materials Management.

ACCEPTANCE OF SOLICITATION: The School Board shall be the sole judge as to the acceptability of any and all submittals and the terms and conditions thereof, without qualifications or explanation to offerors. In case of any difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

INDEMNITY: By submitting an offer, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the vendor in the performance of its responsibilities pursuant to this solicitation. It is expressly acknowledged that the Contractor is an independent Contractor and, as such, has no authority to act for or on behalf of the Board, or to bind the Board to any contract or in any other manner.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. The Contractor shall have in their possession all applicable insurance, permits, licenses, etc., that may be required by federal, state, or county law to furnish services under the scope of this contract. The Contractor must not be in violation of any zoning or other ordinances in the performance of this contract.

TIE ON UNIT PRICE OR SUBMITTAL: Should there be a tie on either the unit price (if awarded on a per item basis), sections of the solicitation (i.e.: building contracts, or solicitations awarded by section) or the whole solicitation (“all or none” solicitations or service solicitations), the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Sarasota County, Florida.
- c. Companies located in Florida.
- d. The company receiving the larger dollar award on other items within the solicitation.
- e. All else being equal, a coin toss will be made to decide the award.

This does not preclude the possibility of splitting an order if it is in the best interest of the School Board.

ACCURACY OF SOLICITATION DOCUMENTS: Each offeror shall examine all requests for solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification or additional information pertaining to the solicitation or award shall be made, in writing, to the School Board of Sarasota County Purchasing Office. The School Board of Sarasota County shall not be responsible for oral interpretations given by a School Board employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this solicitation, a good faith attempt will be made to deliver a copy of each to all prospective offerors who picked up forms or were sent a solicitation. However, prior to submitting the offer, it shall be the sole responsibility of each offeror to contact the Purchasing Office at (941) 486-2183 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the solicitation.

TERMS AND CONDITIONS: No additional terms and conditions included with the submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price

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estimates or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the offeror's authorized signature affixed to the certification page attests to this.

REFERENCES: Should the School Board elect to check the offeror's references; the offeror agrees to provide the name(s) and address(s) of its current and previous customers. **The offeror agrees to provide references from customers other than the School Board of Sarasota County.**

EVALUATION OF SOLICITATION(S) FOR AWARD: The evaluation committee may use the following criteria in making a recommendation for award to the School Board:

cost	past experience	equality
quality/workmanship	meets specifications	Contractor's past performance
compatibility/matching	delivery	service capability
standardization	installation	

AWARD: The School Board reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any offer, to reject any and all offers in whole or in part with or without cause, and/or to accept offers that in its judgment will be the best low offer meeting specifications and school needs and be in the best interest of the School Board. The School Board further reserves the right to make awards on a multiple, lump sum, or individual item basis or in any manner the School Board deems appropriate.

The School Board further reserves the right to be the final judge of what is considered equal and hold the solicitation open for a 90-day period if award is not made on the date specified.

If submitting an offer other than brand specified, EACH ITEM MUST BE ACCOMPANIED BY A BROCHURE GIVING A COMPLETE DESCRIPTION OF THE ITEM ON WHICH YOU ARE SUBMITTING AN OFFER TO CLEARLY REPRESENT THE QUALITY, STYLE, AND CONSTRUCTION. EACH BROCHURE SHOULD BE IDENTIFIED BY THE NAME OF THE OFFEROR.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Sarasota County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

PURCHASES DURING TERM OF SOLICITATION: The School Board reserves the right to make purchases of items on this solicitation from a Florida State solicitation, contract, or agreement or other public entity purchasing solicitations, contracts, or agreements during the term of this solicitation.

DELIVERY:

- a. All deliveries will be F.O.B. Destination freight prepaid (freight fully paid by Contractor) to indicated destinations (schools or departments) within Sarasota County, Florida.
- b. Time of delivery is an important consideration in making the award and must be adhered to.
- c. The School Board reserves the right to cancel any orders, or any part thereof without obligation if delivery is not made within the time specified. Any deliveries made after a cancellation of order(s) may be returned at the Contractor's expense.

LOCAL GOVERNMENT PROMPT PAYMENT ACT: The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act.

PURCHASING CARD: The School Board is currently utilizing Purchasing Cards in some cases to procure materials and services or for payment under this solicitation. The Offeror, by submitting an offer, agrees to accept this manner of payment and may not add additional handling charges or service fees if purchases are made with the School Board Purchasing Card(s).

QUALITY: All offered items must be new. Further, all offered items must be equal to or exceed specifications required herein. The manufacturer's standard guarantee shall apply. During the guarantee period, the Contractor must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the School Board. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by the School Board.

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INSPECTION, IDENTIFICATION AND ACCEPTANCE:

- a. Inspection and acceptance will be at FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the buyer.
- b. The Contractor shall file with the carrier all claims for breakage, imperfections and other losses.
- c. All material being delivered shall be marked legibly, in a conspicuous location, with the following information: Purchase Order Number, Model Number, Quantity, Vendor's Name and/or Trademark.
- d. If the material and/or services supplied to the School Board is found to be defective or does not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

LIABILITY INSURANCE: Where Contractors are required to enter or go on to School Board property to deliver materials or perform work or services as a result of an award, the proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. All Contractors must comply with the insurance requirements as provided in the solicitation documents.

SOLICITATION/PURCHASE ORDER DENIAL: The Contractor certifies that it, or any affiliate obligated to perform under this agreement, is not in arrears for any obligations to the district, county, state or federal government or that otherwise may be deemed irresponsible or unreliable by the Director of Materials Management.

WAREHOUSE DELIVERY HOURS: Delivery is called for only between the hours of 7:30 A.M. and completed by 3:00 P.M. Monday through Friday, excluding Sarasota County School Board holidays.

CONDITION OF PRODUCTS: Unless otherwise specified in the special terms and conditions, all items requested must be new and the latest model manufactured. Offers on "used", "remanufactured" or "reconditioned" equipment or "blends" or "seconds" will not be considered unless specifically requested. Products delivered shall be in the manufacturer's original carton.

REJECTED ITEMS: Delivered items that do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Contractor at no cost to the School Board.

SITE INSPECTION: The School Board reserves the right, prior to award of any contract or solicitation, to inspect the prospective Contractor's facility and place of business.

AUDIT PROCEDURES: Invoices submitted by the Contractor shall be in sufficient detail for a proper pre-audit and post-audit thereof. The School Board reserves the right to audit prices of items and/or services provided.

SAMPLES:

- a. Samples of items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the offeror's expense. All samples will be disposed of after 30 days and offerors shall be responsible for the removal of all such samples furnished within 30 days after the opening of the solicitation. Each individual sample must be labeled with the offeror's name and item number. Failure of the offeror to either deliver required samples or to clearly identify samples may be reason for rejection of the solicitation.
- b. Unless otherwise indicated, samples should be delivered to the Purchasing Office.
- c. When required, the School Board may request full demonstration of any unit(s) offered prior to the award of any contract.

TAXES: The School Board of Sarasota County, Florida, does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption numbers on the face of the Purchase Order. This exemption does not apply to purchases of tangible personal property made by Contractors who use the tangible property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

FISCAL NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available, the Purchasing Office shall notify the Contractor of such occurrence and the contract shall terminate without penalty or expense to the School Board.

LINE-ITEM INFORMATION: The information called for on the item must be on the line with the item. When omitting an offer on an item, please insert the words: **No Quotation, No Bid, No Proposal or N/B** to eliminate any confusion about the item(s) being offered.

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NON-COLLUSION: By submission of the offer, the offeror certifies that the submittal has arrived independently and submitted without collusion with any other Contractor, and that the contents of the submittal have not been communicated by the offeror, nor by any one of its employees or agents, to any person not an employee or agent of the offeror or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the solicitation.

Unless otherwise required by law, the prices which have been offered in this solicitation have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of this advertised solicitation directly or indirectly to any other offeror or to any competitor; and

No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

KICKBACKS: Any Contractor giving or offering to any employee and/or official of the School Board, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

VARIANCE IN CONDITION: Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person (Public Records Law, Section 119.01, Florida Statutes). Information and materials received by the School Board in connection with a solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after solicitation opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Offeror believes any of the information contained in his or her response is exempt from the Public Records Law, then the Offeror must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The School Board's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the School Board and its officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the School Board's treatment of records as public records. Trade secrets are governed by Florida Statute Chapters 688 and 812. For the purchase of services, the Offeror shall also comply with the following requirements of the Florida Public Records Law including: a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service; b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Offeror upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

For questions regarding the Contractor's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; publicrecordrequest@sarasotacountyschools.net; or 1960 Landings Blvd., Sarasota, FL 34231.

DISCLAIMER: Employees or representatives of the School Board act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.

STATE PURCHASING AGREEMENTS: Prior to the release of this solicitation, under Florida Statute 287.056, a review of State of Florida purchasing agreements and contracts was conducted to determine if their use would be economically advantageous to the District for the subject of this solicitation.

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DISCOUNTS, REBATES & CREDITS: For Food Service solicitations, all goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's (School Food Authority) nonprofit food service account.

PROHIBITION OF GRATUITIES: By submission of an offer, a contractor certifies that no employee of the School Board has or shall benefit financially or materially from such solicitation or subsequent contract. Any contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL: If the offeror 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 pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the offeror must also simultaneously provide the SBSC with a separate redacted copy of its response. The redacted copy shall contain the SBSC's solicitation name, number, and the name of the offeror on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the SBSC at the same time offeror submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

- a. Offeror 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, offeror shall protect, defend and indemnify the SBSC for any and all claims from or relating to offerors determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- b. If the offeror fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by offeror in response to a public records request for these records.

E-VERIFY

- A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- B. Subcontractors
 - (i) As of January 1, 2021, Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



Tracy Brizendine, Director
Materials Management

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INSURANCE REQUIREMENTS

Contractor's Liability Insurance

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. "In consideration of \$10.00 and other good and valuable considerations, the Contractor agrees to indemnify and save harmless the owner from all suits and actions and all costs and damage to the person or property of another resulting from the performance of the work, or by any Subcontractor to anyone directly or indirectly employed by either of them. The limit of the liability shall be the limits of liability as stated in the liability insurance policies covering this contract.
2. Certificates of Insurance for each policy shall be transmitted to the Contractor for forwarding to the owner, and any document found to be incomplete or not according to the proper form will be returned as being unsatisfactory. Coverage cannot be canceled without thirty (30) days prior Notice to Owner.
3. The Contractor shall purchase and maintain the following minimum insurance from a company or companies properly licensed in the State of Florida and rated A-IX or better by A.M. Best Company and against which the owner will entertain no reasonable objection.
4. Workers' Compensation Insurance: The Contractor shall provide and maintain, during the life of this contract, adequate Workers' Compensation Insurance in accordance with the laws of the State of Florida for all his employees at the site of the project, and if any part of the work is sublet, the contract shall require each of the Subcontractors to maintain such insurance for all of their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractors' Workers' Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers' Compensation Insurance. The Contractor shall provide employer's liability coverage as part of the Workers' Compensation Insurance with **minimum limit of \$500,000**. Coverage shall be in compliance with Chapter 440, Florida Statutes.
5. Comprehensive Automobile Liability: per person/per occurrence. Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits:

a. Bodily Injury Liability	- per person	\$250,000
	- per occurrence	\$500,000
b. Property Damage Liability	- per occurrence	\$250,000
c. Special Insurance	- as required by railroads or others.	
6. Commercial General Liability:
 - a. Bodily injury, personal injury, and property damage at **\$1,000,000 per occurrence** and **\$1,000,000 general aggregate**.
 - b. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
 - c. Such coverage shall include, but not limited to, liability arising from the premises, operations, independent contractors, products-completed operations, personal and advertising injury and contractual coverage for this agreement, including any hold harmless and/or indemnification agreement(s) and shall be provided on ISO form CG 0001 or its equivalent.
 - d. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
 - e. Coverage shall specifically provide that The School Board of Sarasota County Florida and its officials, agents, and employees shall be "additional insureds" under the policy using ISO Additional Insured from CG 2010 and CG2037 or the equivalent, including coverage for the Owner with respect to liability arising out of the completed operations of the Contractor.
7. Contingent Liability: The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.

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INSURANCE REQUIREMENTS

Contractor's Liability Insurance (Con't)

8. Insurance certificates regarding liability coverages, as required by the Contract Documents, shall name Owner as additional insured.
9. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.
10. Additional Insured: All policies of insurance required by the agreement, except Workers' Compensation and Professional/Error and Omissions Liability, shall specifically provide by endorsement with the Owner and its officials, agents, or employees shall be included as "additional insureds" under the policy. Such insurance shall also incorporate Severability of Interest provision. All insurance coverage provided shall apply to all the activities of the Contractor under the Contract Documents without regard for the location of such activity.
11. Primary Coverage: All insurance coverage provided by the Contractor shall be primary and non-contributory to any insurance or self-insurance program of the Owner that is applicable to the Work provided for in this Agreement.
12. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation in favor of the Owner which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
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BID SPECIFICATIONS

INTENT

The School Board of Sarasota County, Florida intends to purchase heating, ventilation, and air conditioning installation, maintenance, and repair services for chilled and hot water distribution systems including all necessary labor charges, tools, travel, fuel, equipment, and materials delivered and installed in accordance with NFPA codes, local and state regulations, ASHRAE, and OSHA.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a mark-up will be billed at actual cost without any mark-up permitted.

DEFINITIONS

In this document “Contractor” refers to the successful bidder, “School Board of Sarasota County” or “SBSC”, refers to the owner, “HVAC” refers to Heating, Ventilation, and Air Conditioning, “NFPA” refers to National Fire Protection Association, “ASHRAE” refers to American Society of Heating, Refrigerating, and Air Conditioning Engineers, and “OSHA” refers to Occupational Safety and Health Administration.

An “HVAC Journeyman” has five (5) years experience in the mechanical repairing of HVAC systems and includes but is not limited to Welders, Pipe Fitters, or Sheet Metal Fabricators.

TERM OF CONTRACT

This bid is for a one-year period beginning from date of SBSC approval. The bid may be renewed, by mutual consent of both parties, for two (2) additional one-year periods adhering to the original bid terms and conditions.

TERMINATION OF CONTRACT

This agreement may be terminated by the SBSC by giving written notice to the other party thirty (30) days in advance of intention to cancel. The SBSC reserves the right to cancel on a shorter notice if it is determined that any part of the work is not being performed properly, or if the problem is not satisfactorily resolved within three (3) days of notification. The SBSC shall only be liable for payment of services rendered prior to the effective date of termination.

SECURITY

Effective September 1, 2005, the Florida Legislature amended FS 1012.465 with House Bill 1877, known as the Jessica Lunsford Act. This bill places a priority on security and safe schools for students and staff. The SBSC has developed procedures for background checks in compliance with this bill. The Contractors’ employees/independent Contractors or Subcontractors’ employees/independent Contractors will be responsible to comply with these procedures. There is a fingerprinting fee associated with these procedures. Updated information can be found on the SBSC website, www.sarasotacountyschools.net/departments/safety. Contractors will not be allowed on SBSC property until receiving clearance and badges by the SBSC Department of Safety, Security, & Emergency Management.

IDENTIFICATION

The Contractor, Subcontractors, and their employees are required to have visible, personal identification and the vendor’s company name displayed on their shirts. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited. **The Contractor, Subcontractors, and all employees of same must check in and out at the main office before starting work during normal school hours.** Before or after normal school hours, contact the on-site custodial staff.

DISCIPLINE

The Contractor acknowledges and understands that the job is being performed on public property owned by the SBSC, which may at various times during the completion of the job be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the

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BID SPECIFICATIONS

Contractor agrees to the following provisions, and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

The Contractor shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

The Contractor, Subcontractors, and their employees will refrain from using foul, abusive or profane language on school district property. Smoking/tobacco, firearms/weapons and illegal drugs are prohibited on school district property, including all buildings and grounds.

The Contractor shall enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.

No radios are allowed on the job site.

SCOPE OF WORK

The Contractor shall furnish all labor, supervision, materials, and test equipment to facilitate all major and minor repairs regularly found in the HVAC field including, but not limited to the following:

1. Chilled Water Systems
2. Heating/Cooling Water Pumps
3. Hot Water Systems/Boilers
4. Cooling Towers
5. Duct Work
6. Exhaust Systems
7. Heat Exchangers

The Contractor must determine which bid describes their primary business and bid accordingly since multiple HVAC bids are issued and opened consecutively. For this bid, HVAC mechanical installation, maintenance, and repair services must be the primary business of the Contractor for the past three (3) years.

CONTRACTOR EXPERIENCE

The Contractor is an independent contractor pursuant to Florida law. **HVAC mechanical installation, maintenance, and repair services must be the primary business of the Contractor for the past three (3) years.** Three (3) years HVAC business history must be verifiable by the SBSC.

The Contractor must have a minimum of three (3) HVAC Journeymen with five (5) years experience on staff who are capable of diagnosing and mechanical repairing of HVAC systems, and who will respond to the SBSC at all times.

List the HVAC service personnel assigned to work at any SBSC location. Use form provided.

An HVAC Journeyman must be on each job at all times. Journeymen must have five (5) years experience in the HVAC services or related field and must be able to show proof of experience upon request.

***** Contractor must have technicians preferably located in the Sarasota/Bradenton area, but we could also consider if technicians are located anywhere between Tampa and Fort Myers. *****

LICENSING REQUIREMENTS

The Contractor shall possess the minimum of a "Class A" Air Conditioning Contractor's License in the State of Florida, and must maintain this license throughout the term of the bid.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
HVAC MECHANICAL SERVICES – BID #25-0171
BID SPECIFICATIONS

A copy of any and all licenses and certifications as required in the bid specifications, and as required to do business in Sarasota County must be submitted upon request by the SBSC prior to award or vendor may submit with bid.

DISPATCH OF WORK

Service calls will be dispatched to the Contractor through the managers or designee from the Facilities Services Department.

The Contractor shall respond to the facility requiring emergency service no later than (2) hours from the time of notification. Also, response to request for quotations for projects must be no later than forty-eight (48) hours and projects scheduled no later than twelve (12) hours after notification of acceptance of quotes or issuance of a purchase order. If the Contractor cannot meet these requirements, the SBSC has the right to go to the next low bidder to meet the work schedule.

For each project covered by this agreement, the Contractor shall submit an itemized 'Not to Exceed' price **giving a full description of the project** prior to issuance of a purchase order. The Contractor will receive a purchase order from the SBSC for each project before commencing work unless it is determined that a P-Card will be used for payment.

The Contractor shall note on the work order form the manager's or designee's name authorizing the work. See Execution of Work for further procedures.

Copies of each of the above will be attached to and accompany the invoices.

HOURS OF SERVICE

Designated standard work hours shall include and be in addition to regular school hours.

Standard hours/non-standard hours: All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization from the representative of the Facilities Services Department. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SBSC.

EXECUTION OF WORK

Upon receipt of the bid acceptance and notice to proceed with the work, the Contractor shall continuously and expeditiously complete work as directed.

The Contractor will notify all proper personnel before turning off any power.

The Contractor shall take all necessary precautions to protect the building's adjoining surfaces and equipment from damage incurred during operations. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by his operations on the property.

For each visit to the job site, the Contractor shall fax/email a copy of the work order with an update on the disposition of job, i.e., description of work completed, parts on order (include time frame for delivery of parts), date of return to job site, and estimated date for completion of work. This fax/email update should be returned to the originator of the work order. This fax/email should be received the same day as the job site visit.

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As the Contractor will be performing work at locations that will affect a great number of people, communication on the disposition of work orders is critical to the Facilities Services Department.

******Technician MUST notify Sarasota County Schools appropriate Lead Person when arriving on site for the job/repair.**

*******Technician MUST notify Sarasota County Schools appropriate Lead Person when completing repairs and leaving the site.**

A failure to communicate using the above listed protocols will be cause for termination of this contract.

All furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition.

All work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.

The Contractor assumes full responsibility for completion of the services stipulated for HVAC mechanical services.

The SBSC reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.

ADDITIONS/DELETIONS

Facilities may be added/deleted to this specification with a written agreement between the SBSC representative and the Contractor. Any additional equipment must be serviced and repaired under the same terms and conditions as the awarded contract. The cost for adding an additional facility shall be for the amount equal to that for servicing a comparable HVAC system.

COMMERCIAL REFERENCES

The bidding company has been in business for a minimum of three(3) years and must have performed verifiable work for HVAC mechanical installation, maintenance, and repair services as specified herein, within the most recent thirty-six (36) month period of time. The Contractor's representative shall be experienced in all facets of HVAC mechanical installation, maintenance, and repair services. **The bidder agrees to provide references from customers other than the School Board of Sarasota County.** Three (3) commercial references of comparable scope are required (use form provided).

PARTS AND CONSUMABLE SUPPLIES

Definition:

- Parts - Functional component of a unit
- Consumable Supplies – Sundry supplies used to complete job (tape, wire ties, nuts, bolts, etc.).

All parts and consumable supplies to be utilized shall conform to standards of the trade, manufacturer recommendations and be acceptable to the SBSC.

The cost of consumable supplies shall be used as a factor when calculating and submitting the bid for standard and overtime hourly rates.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 15% percent mark-up**. A mark-up on sales tax will not be allowed. The Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost and percent mark-up cost. **A copy of the supply house invoice for parts purchased for a specific job will be submitted with the Contractor's invoice. When parts are purchased in bulk, a copy of the supply house invoice showing the bulk purchase will be submitted with the Contractor's invoice or a listing of part's costs, created by the manufacturer.**

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
HVAC MECHANICAL SERVICES – BID #25-0171
BID SPECIFICATIONS

The SBSC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SBSC a mark-up fee for material furnished by the SBSC.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SBSC. Invoices will be spot-checked and verified through a quote procedure to verify that the SBSC is receiving the best possible pricing for these products.

Note: All invoices shall be billed on a cost plus basis **except during a declared disaster (no mark-up permitted)**.

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Facilities Services Department must be contacted prior to shipment to determine if a substitute is acceptable.

RENTAL EQUIPMENT

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of HVAC mechanical installation services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 15% mark-up will be allowed.** A mark-up on sales tax will not be allowed. Rental is for active use. Payment for inactive use will not be allowed. Written approval from the Facilities Services representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. **A copy of the rental equipment invoice will be submitted with the Contractor's invoice.**

Note: All invoices shall be billed on a cost-plus basis **except during a declared disaster (no mark-up permitted)**.

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Facilities Services Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

USE OF SUBCONTRACTORS

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the authorized representative of the Facilities Services Department.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of HVAC mechanical installation, maintenance, and repair services. Subcontracted services for mechanical installations, maintenance, and repair services are to be billed at net cost. **A maximum of 15% mark-up will be allowed.** A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. **A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.**

Note: All invoices shall be billed on a cost-plus basis **except during a declared disaster (no mark-up permitted)**.

RESPONSIBILITY OF THE CONTRACTOR

The Contractor is responsible for any damage to buildings and property due to negligence on his part. The Contractor shall make all necessary corrections as directed by the SBSC and approved by same at no cost to the SBSC.

The Contractor is responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

The Contractor is responsible for keeping the area/place secured and safe at all times.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
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BID SPECIFICATIONS

The Contractor shall be responsible to safeguard all of their tools, equipment, etc., while operating on any SBSC properties.

Note: OSHA Laws and Regulations shall be carried out at all times by the Contractor.

LIABILITY OF CONTRACTOR

The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SBSC and its officers, employees and agents, and the SBSC Architect/Engineer Consultant from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SBSC, or to bind the SBSC to any contract or in any other manner.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SBSC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

PERIODIC AND FINAL CLEANUP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition.

The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from HVAC mechanical installation, maintenance, and repair services.

The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SBSC's property. **DO NOT USE SBSC TRASH RECEPTACLES.**

The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

SUPERVISION AND INSPECTION

The SBSC will inspect all sites to ensure that the schedules and work performance are in accordance with the contract.

INVOICES

The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department, 1960 Landings Boulevard, Sarasota, Florida 34231 within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
HVAC MECHANICAL SERVICES – BID #25-0171
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expenses for which compensation is sought. **A copy of all applicable materials, rentals or subcontractor invoices must be included with the invoicing to the SBSC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.**

PAYMENT

Payment will be tendered only for services or the portion of services completed, providing the services performed are satisfactory to the SBSC. The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act. Payments will not be authorized for installations that are sub-standard.

PRICING

If any other public agency wishes to purchase products and/or services utilizing this bid and negotiates a lesser price than those indicated on this bid, the lower price, including any rebates, additional services, etc., shall be extended to the SBSC. Failure to report a lesser price may disqualify the bidder.

INSURANCE

Prior to commencing work, the Contractor/Subcontractor shall acquire and maintain insurance as outlined on the INSURANCE REQUIREMENTS page within this invitation to bid. Insurance certificates regarding liability coverages, as required by the contract documents, shall name the School Board of Sarasota County as additional insured. Failure to provide valid insurance documentation may result in removal from the vendor list and/or removal of Contractor from the bid.

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

Information regarding the ability of the SBSC to secure goods and services on a "first priority" basis before, during, or after an emergency/hurricane or disaster situation is attached. Please execute form provided.

GUARANTEED QUANTITIES

No guarantee is given or implied as to the total dollar value of this bid. The SBSC is not obligated to place any order with any Contractor participating in this bid.

BID AWARD

This bid will be awarded to the lowest responsible and responsive bidder(s). A scenario will be used in the evaluation of this bid. This scenario will be in a sealed envelope held at the Materials Management Department, to be opened at the time and place of the bid opening.

Multiple vendor awards may be recommended to cover the forty-two schools and numerous ancillary locations and departments. A rotation schedule may be utilized if multiple vendors are selected. The SBSC shall have the right and authority to reassign work to the next vendor(s) for the following reasons:

- The lowest bidder cannot comply with specifications.
- In cases of emergency.

Repeated failure to adhere to service/response time parameters may result in termination of the bid award.

In all cases the SBSC shall be the sole judge of what is considered equal.

PRE-AWARD CONFERENCE

After the posting of the recommendation of award and prior to the award, a pre-award conference will be held with representatives from the Purchasing Department and Facilities Services Department.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
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The terms of the contract and all work to be accomplished by the Contractor will be reviewed as to prevent any misunderstandings regarding the extent and quality and/or quantity of the work.

EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other public entity bid awards or State of Florida Contracts. The SBSC reserves the right to bid any item separately if deemed in the best interest of the SBSC.

WRITTEN QUESTIONS

Written questions regarding **HVAC Mechanical Services - Bid #25-0171** are due prior to **1:00 p.m. on November 6, 2024**. Written questions must be submitted through Bonfire or by e-mail to:

Maria L. Hernandez-Ron, Buyer
Materials Management
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229
Email: Maria.Hernandez-Ron@sarasotacountyschools.net

ADDENDUM

If necessary, an addendum will be issued on or about November 7, 2024 and will be posted at <https://sarasotacountyschools.bonfirehub.com>.

Bid Submittals

Executed Certification Page (Attachment A)
Small/Minority Business Enterprise Certification Form (Attachment B)
Executed Conditions for Emergency/Hurricane or Disaster Form (Attachment C)
Commercial Reference Form (Attachment D)
HVAC Service Personnel Form (Attachment E)
Completed Bid Form

Prior to Award or May Submit with Bid

NOTARIZED Affidavit Regarding the Use of Coercion for Labor and Services (Attachment F)
NOTARIZED Affidavit Regarding the Use of Companies Owned or Controlled by a Foreign Country of Concern (Attachment G)
Copy of "Class A" (minimum) Air Conditioning Contractor's License or Mechanical Contractor's License must be provided upon request prior to the bid award or vendor may submit with bid

**ATTACHMENT B
 SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM**

Please complete if you are either a:

Small Business Enterprise, as defined by FS 288.703 (1)

Or a:

Minority Business Enterprise,

Please select one or more as applicable:

- African American
- Asian American
- Woman Owned
- Hispanic American
- Native American

As defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

State of Florida, Department of Management Services, Office of Supplier Diversity

If not by DMS, who/self-report: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of services or work described in this ITB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

If Bidder is **NOT** a small or minority business enterprise and/or does not intend to subcontract a portion of the services or work described in this ITB to a S/MBE, then Bidder shall indicate here:

ATTACHMENT C
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the municipal government, through the School Board of Sarasota County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School Board of Sarasota County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Sarasota County or other government entity as opposed to a private citizen on a first priority basis. The School Board of Sarasota County expects to pay a fair and reasonable price for all products in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a "24 hour" phone number in the event of such an emergency.

<input type="checkbox"/>	I hereby understand and agree to the above statement.
_____ Signature	_____ Print Name
_____ Title	_____ Name of Bidding Company
Emergency Contact: _____	
Emergency Telephone Number: _____	
Home Telephone Number: _____	
Beeper or Cellular Phone Number _____	
Office: _____	Fax: _____
Email _____	

<input type="checkbox"/>	I cannot comply with this request.
_____ Signature	_____ Print Name
_____ Title	_____ Name of Bidding Company

ATTACHMENT D
COMMERCIAL REFERENCES

Company Name: _____

Experience: _____

Indicate below the number of years (minimum of three years) the bidding company has been in business providing HVAC mechanical services:

Number of months/years:

All bidders must have performed verifiable work providing HVAC mechanical services as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required. The bidder agrees to provide references from customers other than the School Board of Sarasota County.

1. Company Name: _____
Location of Service: _____
Dates services were provided: _____
Type of service provided: _____
Contact Person: _____
Title: _____ Telephone () _____
Email Address: _____ Fax () _____

2. Company Name: _____
Location of Service: _____
Dates services were provided: _____
Type of service provided: _____
Contact Person: _____
Title: _____ Telephone () _____
Email Address: _____ Fax () _____

3. Company Name: _____
Location of Service: _____
Dates services were provided: _____
Type of service provided: _____
Contact Person: _____
Title: _____ Telephone () _____
Email Address: _____ Fax () _____

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
HVAC MECHANICAL SERVICES - BID #23-0171

ATTACHMENT E

HVAC SERVICE PERSONNEL				
<p>The Contractor must have a minimum of three (3) HVAC Journeymen with five (5) year experience who are capable of diagnosing and mechanical repairing of HVAC systems, and who will respond to the SBSC at all times. *Contractor must have technicians preferably located in the Sarasota/Bradenton area, but we could also consider if technicians are located anywhere between Tampa and Fort Myers.* List the HVAC service personnel assigned to work at any SBSC location.</p>				
Names of HVAC Service Personnel				
	(mark the box that applies)		Journeyman	Helper
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
Qualifications				
<p><u>Journeyman:</u> A Journeyman has five (5) years experience in the mechanical repairing of HVAC systems and includes but is not limited to Welders, Pipe Fitters, or Sheet Metal Fabricators. Proof of experience is required upon request.</p>				
<p><u>Helper:</u> A Helper is not required to have experience in HVAC mechanical services field.</p>				

ATTACHMENT F

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Sarasota County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____ Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 202_, by _____, who is personally known ___ or produced _____ as Identification.

Notary Public
Print Name: _____
My Commission Expires: _____

State of Florida
Affidavit Regarding the Use of Companies Owned
or Controlled by a Foreign Country of Concern

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.138, Florida Statutes prohibits governmental entities from entering into contracts with companies owned or controlled by a foreign country of concern, meaning the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. It requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity is not owned or controlled by a foreign country of concern. The School Board of Sarasota County is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified:

- Is not owned by the government of a foreign country of concern.
- The government of a foreign country of concern does not have controlling interest in the company.
- The company is not organized under the laws of or has its principal place of business in a foreign country of concern.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____ Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 202_, by _____, who is personally known ___ or produced _____ as Identification.

Notary Public
Print Name: _____
My Commission Expires: _____



April 15, 2026

Nick Genna
City of North Port
1100 N Chamberlain Blvd
North Port, FL 34286

Subject: City of North Port Fire Station #82 – 4 Unit Replacement

Nick,

As requested, we are pleased to quote you the net price of \$55,041.00 to perform the following scope of work at Fire Station #83:

1. AMSCO to have an electrician run all new wire required to fit each new unit.
2. Shut off natural gas at the mai. Remove existing gas lines from each air handler and cap off.
3. Cut off all PVC exhaust connections and cap at the top where the PVC piping comes into the mechanical room.
4. Remove existing (4) condensers and dispose of them properly.
5. Remove existing (4) air handlers and dispose of them properly.
6. Flush existing line sets with RX-11 flush kits.
7. Install (4) new condensers in same locations as the previous ones are located.
8. Install (4) new air handlers on coffin boxes in the same locations.
9. Make any modifications needed to the ductwork so it fits properly onto the new air handlers.
10. Pressurize test all new connections to ensure no leaks.
11. Pull vacuum to 500 microns.
12. Start up and test unit for proper operation.
13. Work to be performed during normal business hours.
14. All materials to be provided by Air Mechanical for a turnkey project.
15. **This is a "Not to Exceed Quote" to be invoiced based on actual Time and Material utilized to complete the project. This project is piggybacking off of contract #25-0171.**

Breakdown:

Material:	\$21,500.00
Mark Up @ 15%:	\$3,225.00
Subcontractor:	\$10,000.00
Sub Mark Up:	\$1,500.00
Labor: 192 x 98.00	\$18,816.00

Phone: (941) 475-3715
Fax: (941) 475-3725

2700 Avenue of the Americas
Englewood, Florida 34224

CMC1250221

If you have any questions or concerns, please contact me.

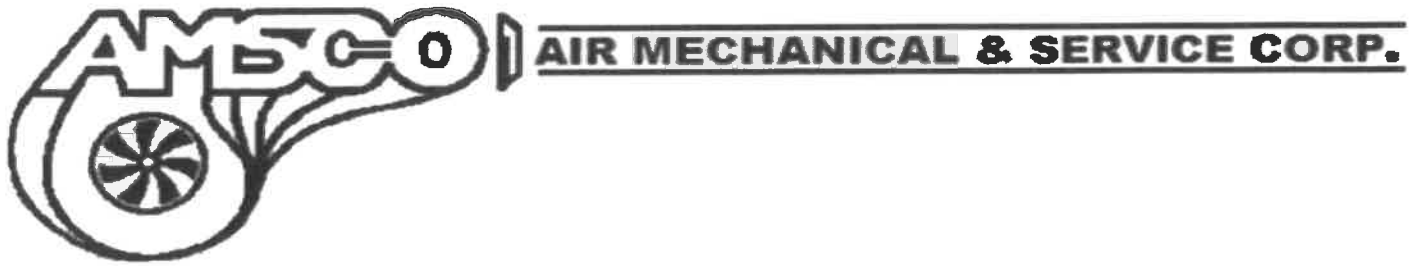
Sincerely,



Stacey Shank
Service Sales-Englewood
Air Mechanical & Service Co.
941-223-9357

Authorization _____

Date _____



April 15, 2026

Nick Genna
City of North Port
1100 N Chamberlain Blvd
North Port, FL 34286

Subject: City of North Port Fire Station #83 – 4 Unit Replacement

Nick,

As requested, we are pleased to quote you the net price of \$74,464.00 to perform the following scope of work at Fire Station #83:

1. AMSCO to have an electrician run all new wire required to fit each new unit.
2. Shut off propane at the main by the condensers. Remove existing gas lines from each condenser and cap off.
3. Cut off all PVC exhaust connections and cap at the top where the PVC piping comes into the mechanical room.
4. Remove around 7 feet of the OA Duct main line and dispose of it properly.
5. Install around 7 feet of new OA Duct. Tie the existing OA Duct trunk lines back into the main.
6. Remove the duct wrap on all existing supply and return duct and dispose of it properly.
7. Patch any existing metal duct that needs repaired.
8. Re-wrap all existing metal duct with duct wrap.
9. Remove existing (4) condensers and dispose of them properly.
10. Remove existing (4) air handlers and dispose of them properly.
11. Install (4) new condensers in same locations as the previous ones are located.
12. Install (4) new air handlers on coffin boxes in the same locations.
13. Pressurize test all new connections to ensure no leaks.
14. Pull vacuum to 500 microns.
15. Start up and test unit for proper operation.
16. Work to be performed during normal business hours.
17. All materials to be provided by Air Mechanical for a turnkey project.
18. **This is a "Not to Exceed Quote" to be invoiced based on actual Time and Material utilized to complete the project. This project is piggybacking off of contract #25-0171.**

Phone: (941) 475-3715
Fax: (941) 475-3725

2700 Avenue of the Americas
Englewood, Florida 34224

CMC1250221

Breakdown:

Material:	\$26,800.00
Mark Up @ 15%:	\$4,020.00
Subcontractor:	\$10,000.00
Sub Mark Up:	\$1,500.00
Labor: 328 x 98.00	\$32,144.00

If you have any questions or concerns, please contact me.

Sincerely,



Stacey Shank
Service Sales-Englewood
Air Mechanical & Service Co.
941-223-9357

Authorization _____

Date _____



Response to Legal Request

To: Chelsea Buell, Public Works Department

From: Michael Golen, Deputy City Attorney *M. Golen*

Copy: A. Jerome Fletcher II, ICMA-CM, MPA, City Manager
Michael Fuino, B.C.S., City Attorney
Juliana B. Bellia, Deputy City Manager
Chuck Speake, Public Works Director
Lamar Garlington, Assistant Public Works Director
Kaitlyn Griffin, Performance & Accountability Officer
Lori Hollingshead, Business Operations Administrator

Date: April 30, 2026

Regarding: Cooperative Contract 25-0170 - Air Mechanical & Service Corp - HVAC Mechanical Services (3236)

The above-referenced Legal Request has been reviewed. The attached contract as presented is legally correct as to form.

This contract contains terms and conditions that are favorable for the City of North Port. The Sarasota County School Board competitively bid the contract for HVAC Mechanical Services. This contract contains good language on requirements for vendor insurance, vendor indemnification for the City, vendor compliance with state laws and affidavits from the vendor regarding compliance with E-verify and Florida's public records laws.

- **Term of Contract:** January 14, 2025 through January 13, 2027. There are two (2) additional (1) one year renewal options.
- **Total, ANNUAL not to exceed amount:** \$250,000
- **Termination Clause:** The contract authorizes termination without liability in whole or in part when in the best interest of the School Board/City, with 30 days' written notice, or less than 30 days for cause.
- **Law & Venue:** Florida law controls this contract. Sarasota County, Florida is the sole jurisdiction for litigation arising from this contract.

This item may have a financial impact on the City. Please verify with the Finance Department whether their review is required prior to submitting this item for Commission approval.

Please let me know if there are any questions, comments, or concerns. Any modifications to the document will necessitate further legal review.



Response to Legal Request

To: Chelsea Buell, Public Works Department

From: Michael Golen, Deputy City Attorney *M. Golen*

Copy: A. Jerome Fletcher II, ICMA-CM, MPA, City Manager
Michael Fuino, B.C.S., City Attorney
Juliana B. Bellia, Deputy City Manager
Chuck Speake, Public Works Director
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Please let me know if there are any questions, comments, or concerns. Any modifications to the document will necessitate further legal review.

October 27, 2025



Materials Management
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 • Fax 941-486-2188
SarasotaCountySchools.net

Air Mechanical & Service Corp
ATTN: Mark Castellano
445 Lower Landing Road
Blackwood, NJ 08012

Mcastellano@amsco-ac.com

Dear Mark Castellano,

On January 14, 2025, the School Board of Sarasota County, Florida awarded Air Mechanical & Service Corp., from the annual HVAC Mechanical Services - Bid #25-0171. This original bid was awarded for the period of January 14, 2025 through January 13, 2026. Bid specifications stated that the School Board has the option, with the consent of the successful vendor, to renew the bid, adhering to original terms and conditions and originally awarded pricing for two (2) additional one-year periods. The School Board of Sarasota County, Florida is requesting that this bid be renewed for the period of January 14, 2026 through January 13, 2027.

Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

- a. The prospective lower tier participant certifies, by submission and signature of this renewal request, 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 renewal request.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473, is ineligible for, and may not quote on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

E-VERIFY: Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

Please check one of the responses below indicating your decision regarding this request. Sign and return this letter to my attention, no later than **October 31, 2025**, at the address above or by facsimile at **941-486-2188**.

Please include a **current Certificate of Insurance** form for your business. All contractors must continue to comply with the insurance requirements as provided in the original quote documents. If your Certificate of Insurance is current or was not a requirement in the original quote documents, please disregard. Thank you for your consideration. The Sarasota County School Board is looking forward to doing business with you for another year.

Sincerely,

Connie Troyer

Connie Troyer, CPPB, Senior Buyer
Materials Management
Connie.Troyer@SarasotaCountySchools.net

I agree to renew the bid, adhering to original terms and conditions and originally awarded pricing for an additional one-year period through January 13, 2027

I decline to renew the bid prices for an additional one-year period.

Signature  Title VP/Brand Manager

Mark Castellano

Date

11/3/2025

October 27, 2025

Please print name

Note: Must be signed by an officer or employee having the authority to bind the company or firm.

Signature: *Connie Troyer*

Email: connie.troyer@sarasotacountyschools.net

Renewal 1 Air Mechanical & Service Corp

Final Audit Report

2025-10-27

Created:	2025-10-27
By:	Veronica Duffy (Veronica.Duffy@sarasotacountyschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAALcwYtG7aLLhvN_T08MBBXBIIPJW7xmDy

"Renewal 1 Air Mechanical & Service Corp" History

-  Document created by Veronica Duffy (Veronica.Duffy@sarasotacountyschools.net)
2025-10-27 - 2:17:57 PM GMT
-  Document emailed to Connie Troyer (connie.troyer@sarasotacountyschools.net) for signature
2025-10-27 - 2:18:18 PM GMT
-  Email viewed by Connie Troyer (connie.troyer@sarasotacountyschools.net)
2025-10-27 - 2:27:08 PM GMT
-  Document e-signed by Connie Troyer (connie.troyer@sarasotacountyschools.net)
Signature Date: 2025-10-27 - 2:27:39 PM GMT - Time Source: server
-  Agreement completed.
2025-10-27 - 2:27:39 PM GMT

State of Florida
Affidavit Regarding the Use of Companies Owned
or Controlled by a Foreign Company of Concern

Respondent Vendor Name: Air Mechanical of Service Corp
Vendor FEIN: 59-2158902
Vendor's Authorized Representative Name and Title: Mark Castellano VP / Branch Mgr
Address: 2700 Ave of the Americas
City: Englewood State: FL ZIP: 34224
Phone Number: 941-475-3715
Email Address: Mcastellano@amsco-ac.com

Section 287.138, Florida Statutes prohibits governmental entities from entering into contracts with companies owned or controlled by a foreign country of concern, meaning the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. It requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity is not owned or controlled by a foreign country of concern. The School Board of Sarasota County is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified:

- Is not owned by the government of a foreign country of concern.
- The government of a foreign country of concern does not have controlling interest in the company.
- The company is not organized under the laws of or has its principal place of business in a foreign country of concern.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

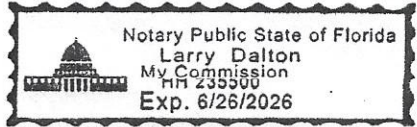
By: [Signature]
AUTHORIZED SIGNATURE

Print Name and Title: Mark Castellano Date: 11/3/2025
VP / Branch Manager

STATE OF FL
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of November, 2025, by Mark Castellano, who is personally known or produced N/A as identification.

[Signature]
Notary Public
Print Name: Larry Dalton
My Commission Expires: 6/26/26



State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Air Mechanical & Service Corp

Vendor FEIN: 59-2158902

Vendor's Authorized Representative Name and Title: Mark Castellano VP/Branch Mgr

Address: 2700 Ave of the Americas

City: Englewood State: FL ZIP: 34224

Phone Number: 941-475-3715

Email Address: Mcastellano@amsco-ac.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Sarasota County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

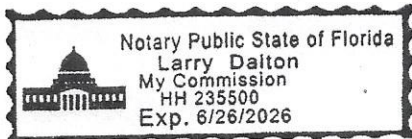
By: [Signature]

AUTHORIZED SIGNATURE

Print Name and Title: Mark Castellano Date: 11/3/2025
VP/Branch Manager

STATE OF FL
 COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of November, 2025 by Mark Castellano, who is personally known or produced N/A as identification.



[Signature]
 Notary Public
 Print Name: Larry Dalton
 My Commission Expires: 6/26/26